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No. 857969 Registered in England and Wales

HONDA CARS VEHICLE SALES CONTRACT Terms and Conditions

1. INTRODUCTION

- 1.1 We are Honda Motor Europe Limited ("**Honda**"). Our company number is 857969 and our registered office is at Cain Road, Bracknell, Berkshire RG12 1HL. Our VAT number is GB711019584.
- 1.2 You have already placed an order ("**Order**") for a Honda vehicle and any accessories or other items shown in your Order ("**Vehicle**").
- 1.3 When you placed your Order, you paid a deposit for the Vehicle ("**Deposit**") and agreed to Honda's deposit terms and conditions ("**Deposit Agreement**") which apply to your Order up to and until the point where you conclude a Sales Contract with Honda.
- 1.4 These Terms and Conditions ("**Terms**") explain how to conclude a Sales Contract with Honda using our website and/or at the premises of an authorised Honda retailer ("**Retailer**"). Please read these Terms carefully because they will form the basis of a legally binding agreement between you and Honda in connection with your Order and the supply of the Vehicle to you as described in more detail below.
- 1.5 By physically, electronically or otherwise signing or accepting these Terms you are confirming that you agree to and accept these Terms, our [Website Terms of Use](#) and, our [Privacy Notice](#), and any other terms, policies and documents referred to in these Terms.

2. CONCLUDING A SALES CONTRACT WITH HONDA

- 2.1 When you Order a Vehicle from Honda, you will have the following options:
 - 2.1.1 you may purchase the Vehicle directly from Honda using a card payment or another payment method agreed with Honda in advance ("**Cash Customer**"). If you choose this option, you will become the legal owner of the Vehicle once all required payments have been received by Honda in full and cleared funds (please see paragraph 4 for further details); or
 - 2.1.2 you may apply for a finance product with Honda Finance Europe Plc ("**HFE**") (trading as Honda Financial Services) to support your purchase of the Vehicle ("**Finance Customer**"). If you choose this option, Honda will act as a credit broker (and not a lender), you will enter into a Finance Agreement with HFE, and legal ownership of the Vehicle will transfer to HFE when you take possession of the Vehicle (please see paragraph 5 for further details).

Where certain paragraphs within these Terms only apply to either a Finance Customer or a Cash Customer, this is made clear in the relevant paragraph heading or the paragraph itself.

2.2 As explained in your Deposit Agreement, the obligation to supply the Vehicle that is the subject of your Order will not become legally binding until you enter into a Sales Contract with Honda. In order to place a legally binding Order for the Vehicle from Honda there are certain further steps that you must complete. These steps can be completed using Honda's website, at a Retailer, or by using a combination of these options. The steps you must complete are as follows:

2.2.1 you must have already paid a Deposit for a Vehicle and entered into a Deposit Agreement;

2.2.2 you must follow the steps explained to you by Honda and/or the Retailer (as the case may be) and provide such information and documentation as Honda and/or the Retailer may reasonably request (including details of your Deposit Agreement and proof of identity);

2.2.3 if you are a Finance Customer, you will need to have successfully applied for the required finance product (as described in more detail in paragraph 5);

2.2.4 you must confirm your acceptance of your Order breakdown which is subsequently sent to you and contains details about the Vehicle and these Terms by either (i) electronically signing them by following the steps explained to you by Honda and/or the Retailer; or (ii) physically signing and handing them to the Retailer's sales representative.

2.3 Once you have:

2.3.1 completed the steps set out in paragraph 2.2, Honda will send you an email acknowledging that your Order has been confirmed ("**Order Confirmation Email**");

2.3.2 received an Order Confirmation Email, a legally binding contract between you and Honda relating to the sale and purchase of the Vehicle as set out in your Order shall be formed ("**Sales Contract**"). Your Sales Contract shall be made up of your Order, the Order Confirmation Email, and these Terms.

3. **DELIVERY**

3.1 Honda will provide an estimated delivery date for the Vehicle (which represents the earliest date that delivery of the Vehicle could take place). Following notification of the estimated delivery date, you will be entitled to request a later estimated date for delivery which shall be subject to Honda's written approval. Honda will not be liable for any losses, costs or other amounts caused by a delay in delivery arising out of any circumstances beyond Honda's control.

3.2 After you have placed your Order, Honda will contact you to confirm that the specification of the Vehicle and contents of your Order are complete and accurate. If you fail to promptly provide your confirmation to Honda, it will delay the production and delivery of the Vehicle.

3.3 Delivery shall be deemed to have been made on the date that Honda gives you notice that the Vehicle is available for collection at the Retailer.

3.4 If the Vehicle is not delivered within three calendar months of the estimated delivery date, then either of us may elect by notice in writing to the other party to cancel your Sales Contract. Upon such cancellation, any Deposit which you paid for the Vehicle when you entered into your Deposit Agreement will be returned, and Honda will have no further liability to you.

4. **PRICE AND PAYMENT**

- 4.1 The agreed price of the Vehicle is set out in your Order (the "**Total Price**"). If you are a Finance Customer, further amounts may be payable in connection with your Order and the total amount payable by you will be set out in your Finance Agreement. Your monthly direct debit payments will be set up and agreed when you have signed your Finance Agreement.
- 4.2 The Total Price and any other amounts which are payable in connection with your Order shall be made in pounds sterling (£)(GBP) and include VAT at the applicable rate.
- 4.3 Payment of the Total Price should be made prior to registration of the Vehicle using a debit or credit card that is accepted by Honda's third-party payment service provider ("**Payment Processor**") or another payment method agreed with Honda in advance. Honda reserves the right to prevent you from collecting and taking away the Vehicle until the Total Price has been received by Honda in full and cleared funds.
- 4.4 If all or any part of the Total Price is to be paid using a debit or credit card that is accepted by Honda's Payment Processor or another payment method agreed with Honda in advance, then such payment or part payment shall be made prior to registration of the Vehicle.
- 4.5 Where you pay all or part of the Total Price using a debit or credit card, you will be directed to a website which is operated by the Payment Processor. Please follow the instructions provided by Honda's Payment Processor in order to make your payment(s). In addition to these Terms, any payment(s) made using the Payment Processor's services will be subject to the privacy policy of the Payment Processor which is available here: (<https://www.fisglobal.com/en/privacy>). Please read these terms of use and privacy policy carefully before making your payment(s).
- 4.6 Unless there is any negligence on Honda's part, any failure by Honda to comply with these Terms or Honda's [Privacy Notice \(available here: https://www.honda.co.uk/privacy.html\)](https://www.honda.co.uk/privacy.html) or a breach by Honda of its duties under applicable laws, Honda will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give Honda, the Retailer or the Payment Processor in connection with your payment(s).
- 4.7 Please note, once you have entered into your Sales Contract, any Deposit that you paid under your Deposit Agreement will continue to be held separately by Honda and applied towards the Total Price of the Vehicle. It will not accrue any interest.

5. **FINANCE AGREEMENT (FINANCE CUSTOMERS ONLY)**

- 5.1 Certain finance products can be used to purchase a Vehicle and these finance products are offered by a third-party provider, HFE. Further details about the finance products that may be available to you can be found on Honda's website and/or obtained from a Retailer.
- 5.2 In order to use a finance product from HFE to pay for the Vehicle, you will need to complete an application process to verify your identity and HFE will conduct a credit assessment to assess your suitability for the finance product you have chosen.
- 5.3 If your application is successful, HFE will provide you with the relevant contractual documentation ("**Finance Agreement**") which you will need to sign prior to the collection of the Vehicle, together with any other documents reasonably required by Honda, the Retailer or HFE. This will be in addition to your Sales Contract and Deposit Agreement.
- 5.4 HFE reserves the right to re-perform credit, sanctions and related checks which are associated with your application for the finance product every 90 days and/or where your circumstances change, for instance your place of residence changes. If a previously accepted application is

subsequently refused by HFE following the re-performance of such checks, you will be required to find alternative means to pay for the Vehicle prior to collection of the Vehicle. If you are unable to do so, you can cancel your Sales Contract, provided that you have not collected the Vehicle.

6. OWNERSHIP OF THE VEHICLE

6.1 **Cash Customers only.** Legal ownership of the Vehicle shall not pass from Honda to you until the later of the Total Price being paid to Honda in full and cleared funds and you collecting the vehicle from Honda.

6.2 **Finance Customers only.** In the event that you are paying for the Vehicle using finance provided under a Finance Agreement:

6.2.1 legal ownership of the Vehicle shall pass from Honda to HFE at the point the Vehicle is collected by, and handed over to, you or somebody acting on your behalf. Legal ownership of the vehicle will only pass to you in accordance with the terms and conditions set out in your Finance Agreement;

6.2.2 you will be listed as the registered keeper of the Vehicle and will be responsible for taxing, insuring and servicing the Vehicle. You will be expected to keep the Vehicle under your control and in good condition and repair. Please see your Finance Agreement for further information;

6.2.3 if there is any conflict or inconsistency between these Terms and the terms and conditions set out in your Finance Agreement, the terms and conditions set out in your Finance Agreement shall take precedence (to the extent of such conflict or inconsistency only).

7. FAILURE TO COLLECT OR PAY FOR YOUR VEHICLE

If you fail to collect and/or pay for the Vehicle within 14 days of delivery (as provided for in paragraph 3.2) then Honda may either store the Vehicle at your cost or, upon giving you seven days' notice of its intention to do so, treat your Sales Contract as wrongfully ended by you and paragraph 15.4 will apply.

8. PART EXCHANGE

8.1 When purchasing a Vehicle you may wish to sell your existing vehicle ("**Existing Vehicle**") to a Retailer. If you choose to sell your Existing Vehicle to a Retailer, then you can select to:

8.1.1 apply some or all of the total amount paid by the Retailer for your Existing Vehicle less any sums owed to third parties and other deductions and costs ("**Net Sale Proceeds**") towards the Total Price of the Vehicle (if you are a Cash Customer) or the deposit required by HFE under your Finance Agreement (if you are a Finance Customer); or

8.1.2 receive some or all of the Net Sale Proceeds into your bank account by way of a bank transfer from the Retailer.

8.2 The sale and purchase of an Existing Vehicle is handled by the Retailer, and you may be required to enter into a separate contract with the Retailer regarding the sale and purchase which will be subject to their terms and conditions. Honda and HFE are in no way responsible or liable to you or any third party in connection with the sale or purchase of an Existing Vehicle.

8.3 You may use the valuation tool on Honda's website or at a Retailer which will give an indicative value of your Existing Vehicle. All valuations are provided by British Car Auctions Limited ("**BCA**")

and use of this valuation service is at all times subject to BCA's Terms of Use which can be accessed via: <https://www.honda.co.uk/cars/useful-links/terms-and-conditions/honda-sales/bca-consumerpro-terms-of-use.pdf> and <https://bca.co.uk/legal/terms-conditions/ucheck-terms>. By using the valuation service you accept and agree to BCA's Terms of Use and the following conditions:

- 8.3.1 Honda is under no circumstances responsible for any valuation that you may receive and there is no guarantee that you will subsequently be able to sell or part exchange your Existing Vehicle;
 - 8.3.2 each valuation is an estimate provided for guidance purposes only and a full appraisal of your Existing Vehicle will be undertaken by the Retailer and, where necessary, by BCA where factors such as age, condition, number of previous owners, mileage and servicing history may have an impact on the ultimate valuation you receive for your Existing Vehicle;
 - 8.3.3 all responses to any questions raised regarding your Existing Vehicle shall be accurate (where they state facts), made with genuine belief (where they state opinions), and comply with any applicable laws;
 - 8.3.4 valuation figures do not include any outstanding finance settlements and other reasonable deductions which may need to be applied prior to sale or part exchange in order to finalise the total amount of Net Sale Proceeds; and
 - 8.3.5 each valuation will expire after 30 days from the date it was issued.
- 8.4 You will be required to:
- 8.4.1 provide certain information and paperwork relating to your Existing Vehicle to the Retailer (including confirmation relating to any outstanding finance on your Existing Vehicle); and
 - 8.4.2 ensure that the condition, status and other characteristics of your Existing Vehicle have not materially changed since you obtained your valuation or confirmation of the Net Sale Proceeds.
- 8.5 Where you fail to provide such information and paperwork or where the condition, status or other characteristics of your Existing Vehicle are not as previously represented (for example because the Existing Vehicle has become damaged), this may result in the Net Sale Proceeds being reduced. In such cases, the Retailer, Honda or HFE shall be entitled to request further sums from you to cover all of the amounts payable in connection with your Order.
- 8.6 Please refer to your contract with the Retailer which covers the sale and purchase of your Existing Vehicle for further information.
9. **HANDOVER AND EXAMINATION OF YOUR VEHICLE**
- 9.1 When you collect your vehicle, you will be asked to examine and inspect the Vehicle and sign a handover certificate ("**Handover Certificate**"). You should examine and inspect the Vehicle carefully because by signing this Handover Certificate you are confirming that:
- 9.1.1 the specification of the Vehicle is as described in your Order (including any amendments notified to you by Honda in accordance with paragraph 15.2);

- 9.1.2 you are happy with the condition of the Vehicle at the point of handover and agree to take the Vehicle as it is;
 - 9.1.3 the controls of the Vehicle have been fully explained and you have been offered a test drive of the Vehicle; and
 - 9.1.4 all expected additional equipment and other items are in the vehicle.
- 9.2 You accept and agree that, by signing the Handover Certificate, you will have no right to claim for missing items, damage or any other issues concerning the specification or condition of the Vehicle.
- 9.3 You should satisfy yourself as to the suitability of the Vehicle for your requirements and you agree that you do not rely upon Honda's skill or knowledge regarding the Vehicle's fitness for any particular purpose or use.
- 9.4 This paragraph 9 does not affect any of your statutory rights or any rights available to you under Honda's Vehicle Warranty.

10. **WARRANTY**

- 10.1 The Vehicle is provided with Honda's New Car Warranty which is available on request and can be accessed [via: https://www.honda.co.uk/cars/owners/maintaining-your-honda/servicing/five-service-plan.html](https://www.honda.co.uk/cars/owners/maintaining-your-honda/servicing/five-service-plan.html) ("**Honda Warranty**"). Please read the Honda Warranty carefully and contact Honda or a Retailer if you have any questions or require further information.
- 10.2 If you are a consumer, the Honda Warranty provides you with rights in addition to the mandatory statutory warranty rights that you may have under applicable law to the extent those cannot be modified, affected or substituted.
- 10.3 If you are not a consumer, the Honda Warranty is the only express warranty made in connection with the Vehicle and replaces all warranties of any kind, whether express, implied, statutory or otherwise, which are disclaimed to the fullest extent permitted by law.
- 10.4 Upon expiration of the applicable Honda Warranty period, you agree that any repairs or part replacements for the Vehicle provided by (or on behalf of) Honda shall be subject to separate terms and conditions.

11. **CLAIMS**

- 11.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). If the Vehicle is not as described, or there is a fault that was present at the time the Vehicle was delivered to you which means the Vehicle is not of satisfactory quality or fit for purpose, then you may have certain statutory rights. For detailed information on your statutory rights as a consumer from Citizens Advice please visit your local Citizens Advice centre or www.citizensadvice.org.uk.
- 11.2 You should contact Honda as soon as possible if you become aware of a problem with the Vehicle. A delay in reporting any such problem may lead to unnecessary damage being caused to the Vehicle.
- 11.3 If you believe the Vehicle is faulty, it should be returned to the Retailer's premises which you collected the Vehicle from for inspection as soon as possible. If there is a safety concern or the Vehicle is not driveable, Honda may arrange to collect the Vehicle or to carry out an inspection off-site.

11.4 Any Vehicle which Honda agrees to refund should be returned by you to the Retailer's premises where you collected the Vehicle from. If the Vehicle is not drivable, Honda may arrange to collect the Vehicle.

11.5 Where Honda gives you a full refund, but part of the Total Price has been paid by way of part-exchange of an Existing Vehicle in accordance with paragraph 7, then Honda shall refund you the Total Price less the Net Sales Proceeds and the Retailer shall be responsible for refunding you the Net Sales Proceeds for your Existing Vehicle. In such cases, it will not be possible for your Existing Vehicle to be returned to you.

12. **STANDARD NUMBER PLATE**

The Vehicle will be sold with a standard number plate. Should you wish to replace the standard number plate with a personalised or cherished number plate this will be your responsibility and will be at your own cost following collection of the Vehicle.

13. **SALE TO INTERMEDIARIES OR THIRD PARTIES**

You confirm that you are not purchasing or receiving the Vehicle as an intermediary or reseller, and Honda may, at its discretion refuse to change your details or identity on your Order for the Vehicle to any person other than you, or (where Honda reasonably believes you to be a reseller) it may cancel your Sales Contract. In the event of cancellation by Honda for your breach then paragraph 15.4 will apply.

14. **EXPORT OUTSIDE THE EUROPEAN UNION**

14.1 Honda reserves the right to cancel your Order and Sales Contract if Honda believes that:

14.1.1 you intend to resell the Vehicle outside the European Union for commercial gain within a period of twelve (12) months; or

14.1.2 where you are a corporation, your place of business is not within the European Union; or

14.1.3 where you are a finance company and either (i) the Vehicle is not being purchased on behalf of an end user, or (ii) you are purchasing the Vehicle on behalf of an end user and such end user is not resident nor has its place of business within the European Union.

14.2 You shall be responsible for any losses, costs and other liabilities that Honda may suffer or incur as a result of you exporting or selling (whether directly or indirectly through any third party) the Vehicle outside the European Union.

15. **CANCELLATION OR VARIATION BY HONDA**

15.1 Honda may be unable to accept your Order or cancel your Sales Contract at any time by providing you with written notice where:

15.1.1 Honda ceases to make the Vehicle;

15.1.2 Honda stops supplying the Vehicle to the UK market;

15.1.3 Honda no longer able to supply the Vehicle in accordance with the configuration set out in your Order;

- 15.1.4 Honda has reasonable grounds to believe that you will be unable to meet your financial obligations in respect of your Sales Contract.
- 15.2 Prior to delivery of the Vehicle, Honda reserves the right to make modifications to the specification of the Vehicle upon notice to you without cancelling your Sales Contract under paragraph 15.1.3. Where Honda makes such changes, you will have the right to cancel your Sales Contract by providing notice in writing to Honda.
- 15.3 Where Honda cancels your Sales Contract under paragraph 15.1 or you cancel your Sales Contract under paragraph 15.2, it will refund your Deposit and shall have no further liability to you.
- 15.4 In the event that:
- 15.4.1 you are in breach of your Sales Contract and fail to remedy the breach within a reasonable period of time;
- 15.4.2 fail to collect the Vehicle from the Retailer within a reasonable period of time,
- without prejudice to any other right or remedy available to Honda, Honda shall be entitled to cancel your Sales Contract or suspend delivery of its obligations under your Sales Contract until you have remedied the breach. If Honda cancels your Sales Contract, then it shall be entitled to deduct any reasonable costs it has incurred from the Deposit and/or claim any further amounts it is entitled to from you.
16. **YOUR RIGHT TO CANCEL THE SALES CONTRACT**
- 16.1 **Cash Customers:** In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you are acting as a consumer and you have entered into your Sales Contract:
- 16.1.1 online using the Honda website, telephone or other electronic communications; or
- 16.1.2 in a place that is not Honda's business premises,
- then you may cancel your Sales Contract without giving any reason up to fourteen (14) days after the day upon which you (or anyone acting on your behalf) collect the Vehicle.
- 16.2 **Finance Customers:** If you have entered into your Sales Contract:
- 16.2.1 online using the Honda website, telephone or other electronic communications; or
- 16.2.2 in a place that is not Honda's business premises,
- then you may cancel your Sales Contract without giving any reason up to fourteen (14) days after the day upon which you (or anyone acting on your behalf) collect the vehicle.
- 16.3 To exercise your right to cancel your Sales Contract you must contact Honda in writing, within the above-mentioned cancellation period, using the details set out in paragraph 21 or on Honda's website. You may use the model cancellation form provided with these Terms, but you are not obliged to do so.
- 16.4 Subject to paragraphs 16.6 to 16.10 below, upon cancellation of your Sales Contract and receipt of the Vehicle, following an inspection of the Vehicle by the Retailer and completion and signing of a handback form showing the agreed condition of the Vehicle by you and the Retailer

("Handback Form"), Honda will refund you all the payments it has received from you for the Vehicle, less any deductions it is entitled to make under these Terms.

- 16.5 You should examine and inspect the Vehicle carefully because by signing the Handback Form in paragraph 16.4 you are confirming that:
- 16.5.1 the details included on the form in respect of you and the Vehicle, including where provided by you, are true, complete, and accurate to the best of your knowledge;
 - 16.5.2 you take responsibility for any change in condition of the Vehicle between handover to you and handback;
 - 16.5.3 you accept and agree with the Retailer's assessment of the condition of the Vehicle at the point of handback detailed in the Handback Form and you will have no right to claim that the Vehicle is in any other state or condition at handback; and
 - 16.5.4 you agree to all deductions made Honda under paragraph 16.10 as a result of the condition of the Vehicle detailed in the Handback Form.
- 16.6 Where you cancel your Sales Contract under paragraph 16.1 or 16.2, you must return the Vehicle (at your own cost) to the Retailer you collected the Vehicle from without undue delay and, in any event, no later than fourteen (14) days after the day on which you contact Honda confirming your decision to cancel your Sales Contract. If Honda is required to collect or recover the Vehicle from you then it will deduct the cost of this from any refund that you are entitled to under this paragraph 16.
- 16.7 You are responsible for the removal of your personal belongings and the deletion of personal data from the Vehicle you are returning, including any personalised or cherished number plate. Honda shall have no liability for any items left in a returned Vehicle which cannot be recovered once the Vehicle is no longer in your possession.
- 16.8 Honda will refund you using the same method(s) of payment as you used to pay for your Order. Honda will make the refund without undue delay, and not later than:
- 16.8.1 five (5) business days after the day you return the Vehicle in accordance with paragraphs 16.4 to 16.7 (together with all accessories and other items supplied with it) to the Retailer; or
 - 16.8.2 if earlier, five (5) business days after the day you provide evidence that you have returned the Vehicle in accordance with paragraphs 16.4 to 16.7 (together with all accessories and other items supplied with it) to the Retailer.
- For the purposes of this paragraph 16.8, business days are days that the banks are open for normal trading in London, England.
- 16.9 If your Sales Contract involved a part exchange of your Existing Vehicle, Honda will refund you the Total Price less the Net Sales Proceeds (and any other deductions permitted under your Sales Contract). The Retailer shall be responsible for refunding the Net Sales Proceeds. It will not be possible for your Existing Vehicle to be returned to you.
- 16.10 Upon return of the Vehicle it will be inspected by the Retailer and/or Honda and a Handback Form completed. If the value of the Vehicle is diminished because of your use or handling of the Vehicle beyond what is necessary to establish the nature, characteristics and functioning of the Vehicle, Honda may recover the amount of such diminishment from you by:

16.10.1 deducting it from any refund you are entitled to under this paragraph 16; and/or

16.10.2 where the amount of such diminishment exceeds any refund you are entitled to under this paragraph 16, requesting and claiming further sums from you.

By way of example only, Honda will view any damage, modification or deterioration (beyond fair wear and tear) of the Vehicle or driving for in excess of 100 miles as going beyond what is necessary to establish the nature, characteristics and functioning of the Vehicle. Honda will be entitled to deduct 50 pence for each mile which driven in excess of 100 miles and the cost of remedying any damage, modification or deterioration will be notified to you a reasonable time following inspection.

17. **YOUR RIGHT TO WITHDRAW FROM YOUR FINANCE AGREEMENT (FINANCE CUSTOMERS ONLY)**

17.1 In addition to the cancellation right you have under paragraphs 16.2 to 16.10, under consumer credit laws, you have 14 days to withdraw from your Finance Agreement. This 14-day period starts on the day after the date of the Finance Agreement. However, you can only withdraw from the Finance Agreement, not your purchase of the Vehicle. As such, if you choose to withdraw from your Finance Agreement, you must repay to HFE all amounts outstanding under your Finance Agreement (the total amount of credit plus daily interest until you have paid all the sums owed) within 30 days of you giving HFE notice that you wish to withdraw from your Finance Agreement. Once you have paid all amounts outstanding under your Finance Agreement, you will own the Vehicle. This right of withdrawal does not allow you to return the Vehicle to Honda or HFE.

18. **LIABILITY**

18.1 Except for any legal responsibility that Honda cannot exclude in law (such as for death or personal injury) arising under applicable laws relating to the protection of your personal information, Honda is not legally responsible for any:

18.1.1 losses that are not foreseeable to you and Honda when your Sales Contract was formed;

18.1.2 losses that were not caused by any breach by Honda of these Terms;

18.1.3 business losses; or

18.1.4 losses to non-consumers.

18.2 Honda's total liability to you under your Sales Contract (whether due to Honda's negligence, breach of contract, or otherwise) shall not exceed the amount of the Total Price.

18.3 Nothing in these Terms affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

19. **OTHER APPLICABLE TERMS**

19.1 Honda is not liable to you if it fails to comply with this Sales Contract because of circumstances beyond its reasonable control.

19.2 Your Sales Contract is not transferable or assignable to another person or party without the prior written consent of Honda (which can be withheld in Honda's absolute discretion).

19.3 No one other than a party to this Sales Contract has any right to enforce any term of this Sales Contract.

20. **GOVERNING LAW AND DISPUTE RESOLUTION**

20.1 The laws of England and Wales apply to this Sales Contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

20.2 In the event of a complaint or dispute of any kind, please contact Honda by using the details set out in paragraph 21 or on Honda's website.

20.3 Where you have contacted Honda or HFE but it or they have been unable to resolve your complaint or dispute, you may refer the complaint or dispute to the following alternative dispute resolution ("ADR") processes:

20.3.1 where your complaint does not relate to a finance product or service, The Motor Ombudsman. For details of this service you can contact them www.themotorombudsman.org/; and

20.3.2 where your complaint relates a financial product or service, the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4 567 or 0300 123 9 123 or you can visit their website at www.financial-ombudsman.org.uk, email them at complaint.info@financial-ombudsman.org.uk or write to the Financial Ombudsman Service, Exchange Tower, London E14 9SR.

20.4 In addition to any ADR processes you or Honda may wish to follow, any disputes concerning this Sales Contract will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

21. **CONTACTING HONDA**

21.1 If you have any questions or would like to contact Honda in relation to your Sales Contract or Vehicle, please contact Honda:

21.1.1 via post to Honda Sales Centre, Honda Motor Europe Limited, Cain Road, Bracknell, Berkshire, RG12 1HL;

21.1.2 via telephone on 0345 200 8000;

21.1.3 via email on Honda.Digital.Support@honda-eu.com.

22. **CONTACTING HFE (FINANCE CUSTOMERS ONLY)**

22.1 If you have any questions or would like to contact HFE in relation to your Finance Agreement, please contact them:

22.1.1 via post to Customer Services Department, Honda Finance Europe Plc, Cain Road, Bracknell, RG12 1HL;

22.1.2 via telephone on 0345 128 8908;

22.1.3 via email on hfe.customerservice@honda-eu.com.

These Terms are agreed and signed by the customer (only if the Terms are to be signed physically):

Customer name:

Customer signature:

Model Cancellation Form

To:

Honda Sales Centre
Honda Motor Europe Limited
Cain Road
Bracknell
Berkshire
RG12 1HL.

I hereby give notice that I cancel my contract for the sale of the following Vehicle:

[insert Vehicle details]

Order Number: [insert]

Collected On: [insert]

Name of consumer: [insert]

Address of consumer: [insert]

.....

Signature (only if this form is notified on paper)

Date: [insert]