**‘No Quibble’ Replacement Guarantee for Scania Go Vehicles**

**Terms & Conditions**

1. In these terms & conditions (“**Terms**”) the following terms have the following meanings:
	1. “**Delivery Date**” means following the sale of a Scania Go Vehicle by us to You (or Your Lender), delivery of such vehicle to You and the handing over of the custody of such vehicle and its keys to You;
	2. “**Scania Go Vehicle”** means a used vehicle that has been classified as a Scania Go Vehicle by us prior to its sale to You (or Your Lender);
	3. **“We**” means: Wes Pennine Trucks Limited (company number 02665341), and “**us**” and “**our**” shall be construed accordingly;
	4. “**You**” means: the customer placing an order for a Scania Go Vehicle, or entering into a finance agreement in relation to a Scania Go Vehicle sold by us and **“Your"** shall be construed accordingly.
2. If You:
	1. purchase a Scania Go Vehicle from us these Terms are supplemental to the terms of sale agreed between You and us for the sale of the Scania Go Vehicle the subject of this Guarantee. In the case of any conflict or inconsistency between those terms of sale and these Terms, these Terms shall prevail to the extent of such inconsistency or conflict;
	2. obtain use of a Scania Go Vehicle under a finance agreement (“**Finance Agreement**”) We will sell the Scania Go Vehicle to the lender to such Finance Agreement (“**Lender**”) who will let You use the vehicle in accordance with the terms of Your Finance Agreement. If You chose Scania Finance Great Britain Limited (“**Scania Finance**”) or a third party funder introduced by Scania Finance as Your Lender Your Scania Go Vehicle shall have the benefit of this Guarantee, subject to any additional terms agreed with Your Lender but without any additional fees payable to Your Lender on utilisation of this Guarantee. If You chose to finance the Scania Go Vehicle with a Lender other than Scania Finance or a third party funder introduced by Scania Finance the return of Your Scania Go Vehicle under the terms of this Guarantee will be subject to the terms agreed with Your Lender and You may incur fees and charges payable to Your Lender on utilisation of this Guarantee, such fees and charges shall be entirely Your responsibility.
3. You may, subject to these Terms (and any additional terms agreed with Your Lender), return the Scania Go Vehicle to us within 30 days of the Delivery Date using our ‘no quibble’ guarantee (“**Guarantee”**). Following acceptance of the return of the Scania Go Vehicle under this Guarantee We will, subject to Clause 15 provide You with a ‘like for like’ replacement vehicle (“**Replacement Scania Go Vehicle**”). If You pay for the Scania Go Vehicle using a Finance Agreement, You may use this Guarantee provided that the Scania Go Vehicle meets the terms of Clause 4 and Your Lender has agreed to the return of the Scania Go Vehicle under these Terms. You shall be solely responsible for arranging any amendment, endorsement, variation or replacement agreement to Your Finance Agreement as required by Your Lender, and any associated fees and charges payable to Your Lender.
4. This Guarantee will only apply to a Scania Go Vehicle that:
	1. since the Delivery Date has not:
		1. been modified, converted or altered in any way (including the fitment of any equipment or accessories);
		2. travelled more than 5,000 kilometers (We will record the mileage on the Scania Go Vehicle at the Delivery Date and this mileage will be conclusive in determining whether the Scania Go Vehicle has been driven more than 5,000 kilometers since the Delivery Date);
		3. been stolen or subject to a road traffic accident;
		4. suffered any cosmetic or mechanical damage (excluding any damage assessed by us to be normal wear and tear expected from the ordinary use of the Scania Go Vehicle during the time period since the Delivery Date);
		5. had any equipment, accessories or components removed; and/or
		6. received any change in livery or a specialised paint job.
	2. is not a Replacement Scania Go Vehicle;
	3. was purchased without the use of a part exchange vehicle, unless that part exchange vehicle was unencumbered and free of any finance;
	4. is not subject to any charge, encumbrance or claim from any third party including a finance provider (except any finance arranged with or introduced by Scania Finance); and/or
	5. is not purchased using finance (other than a finance agreement with Scania Finance or third party funder introduced by Scania Finance) unless You obtain prior to the Return Date the written consent of the Lender to the return of the Scania Go Vehicle to us under the terms of this Guarantee and You take full responsibility for, and indemnify us against, all and any costs payable to the Lender, or any related party, in respect of the original Scania Go Vehicle, any Replacement Scania Go Vehicle and any related Finance Agreement.
5. If You wish to utilise our Guarantee to return a Scania Go Vehicle to us, You must notify Scania by contacting the returns team using the following email address: LFL30day@scania.comLFL30day@scania.com within 30 days of the Delivery Date. You must provide the returns team with details of Your order, including the Scania Go Vehicle registration number and the supplying Scania dealer. If the Scania Go Vehicle is subject to a Finance Agreement You must also provide evidence of Your Lender’s consent to the return and reliance on this Guarantee. Scania will email You to confirm They have received Your request and to confirm if the Scania Go Vehicle was supplied with the benefit of our Guarantee. We will also notify the supplying Scania dealer so that they are expecting the return of the Scania Go Vehicle. Scania aim to respond to You within 2 business days.
6. Following receipt of confirmation from the returns team that the Scania Go Vehicle was supplied with the benefit of the Guarantee You should return the Scania Go Vehicle, to the supplying Scania dealer.
7. The Scania Go Vehicle must be returned to the Scania dealer from which the Scania Go Vehicle was supplied during the date(s) notified by the returns team between the hours of 9.00am and 5.00 pm, Monday to Friday (excluding bank and public holidays). You are responsible for the removal of Your personal belongings and the deletion of any personal data from the Scania Go Vehicle and any onboard device. You must provide at the point of return all documentation and loose items and accessories (including all vehicle keys, vehicle service history (if any), vehicle MOT certificate (if any) and vehicle user manuals) provided with the Scania Go Vehicle at delivery. The vehicle’s up to date V5 logbook must be returned to us with the returned Scania Go Vehicle or by registered delivery within 60 days of the Delivery Date. If You fail to return the vehicle logbook or any of the aforementioned items We may charge You a reasonable sum to reflect the reduction in the value of the Scania Go Vehicle and/or our reasonable costs to replace the missing item. Any invoices relating to the same shall be payable on receipt.
8. The Scania Go Vehicle will only be considered as returned to us when the supplying Scania dealer has inspected the Scania Go Vehicle, taken custody of all vehicle keys and confirmed that the Scania Go Vehicle complies with the terms of Clause 4 (“**Return Date**”). We will endeavour to ensure that the inspection is carried out on the date the Scania Go Vehicle is returned. If the Scania Go Vehicle is not accepted for return under the Guarantee because the terms of Clause 4 have not been met the Scania Go Vehicle will remain Yours (or Your Lender’s) and You will be required to immediately remove the Scania Go Vehicle.
9. You are fully responsible for the Scania Go Vehicle from the Delivery Date until the Return Date, during that time You should ensure that the Scania Go Vehicle is taxed and insured.
10. You will be liable and responsible for all fixed penalty charges, parking fines, congestion charges and other similar fines or charges incurred in respect of the Scania Go Vehicle between the Delivery Date and the Return Date. We may charge You £25.00 plus VAT (as an administration cost) per item of correspondence relating to such fines or charges incurred in respect of the Scania Go Vehicle between the Delivery Date and the Return Date.
11. We may, at our discretion, agree to accept the return of a Scania Go Vehicle which does not comply with the terms of Clause 4 and agree to the supply of a Replacement Scania Go Vehicle, subject to a charge being payable by You to us as reasonable compensation to reflect the reduction in the value of the Scania Go Vehicle and/or our reasonable costs to repair the Scania Go Vehicle so that it is in the condition it was in at the Delivery Date. Any invoices relating to the same shall be payable on receipt and prior to the return of the Scania Go Vehicle.
12. Failure to comply with any of these Terms will automatically invalidate the Guarantee.
13. If You are entitled to a Replacement Scania Go Vehicle under the Guarantee (or We agree to supply a Replacement Scania Go Vehicle pursuant to Clause 11) We will allocate, and confirm in writing, an appropriate Vehicle to You within 7 Business Days of the Return Date. The Replacement Scania Go Vehicle will be a ‘like for like’ replacement for the Scania Go Vehicle, meaning it will be the same vehicle model as the Scania Go Vehicle, of similar age as the Scania Go Vehicle at the Return Date, of similar mileage as the Scania Go Vehicle at the Return Date and at least the same specification. Whether the Replacement Scania Go Vehicle is an appropriate replacement will be entirely at our discretion. We shall put the Replacement Scania Go Vehicle through our rigorous inspection programme to ensure the Replacement Scania Go Vehicle is to the right quality standard.
14. Where the Scania Go Vehicle is a used truck and We consider it to be a specialist build, We may replace only the chassis of the Scania Go Vehicle and arrange for the build to be built onto the replacement chassis.
15. Should We not be able to offer a suitable Replacement Scania Go Vehicle, the following shall apply:
	1. We reserve the right to instead return to You (or Your Lender), as appropriate, the purchase price paid (including deposit) for the Scania Go Vehicle, less a reasonable charge to reflect the reduction in the value of the Scania Go Vehicle since the Delivery Date and/or our reasonable costs to repair the Scania Go Vehicle so that it is in the condition it was in at the Delivery Date. Any refund payable under this Clause 15 shall be paid to the person making the original payment.
	2. If You have sold a part exchange vehicle to us as part payment of the Scania Go Vehicle, We may not be able to return that part exchange vehicle to You. If the part exchange vehicle cannot be returned We will include an amount equal to the valuation of the part exchange vehicle in the refund payable to You (or Your Lender). For these purposes the valuation of the part exchange vehicle shall be an amount equal to that part of the Scania Go Vehicle purchase price satisfied by the transfer of the part exchange vehicle to us.
16. We will keep You informed of the progress of the Replacement Scania Go Vehicle and notify You of a collection date. The Replacement Scania Go Vehicle will be made available for collection at the original Scania supplying dealer location and You shall collect the Replacement Scania Go Vehicle within 48 hours of the Replacement Scania Go Vehicle being made available for collection.
17. If you purchase RTI/GAP insurance, fleet, vehicle or other insurance in relation to Your Scania Go Vehicle You may incur fees and charges relating to the cancellation or amendment of such insurances as a result of Your reliance on this Guarantee, such fees and charges shall be entirely Your responsibility.
18. Any provision of these Terms which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.
19. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
20. To the extent We are able to restrict our responsibility by law, we will not be responsible to You for any:
	1. indirect or consequential losses;
	2. loss of income or revenue, loss of business;
	3. loss of profit, or loss of anticipated savings (whether direct or indirect), including those incurred in relation to any vehicle down time associated with the utilisation of this Guarantee or the obtainment of a replacement Scania Go Vehicle and any modifications that may be required for Your operations.
21. Failure or delay by either party in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any of its rights.
22. Any waiver of any breach of, or any default under, any provision of these Terms shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provision of these Terms.
23. You may not assign, subcontract, delegate or sub-licence this Guarantee or any of Your rights or obligations under it without our prior consent in writing.
24. The validity, construction and performance of these Terms shall be governed by English Law and You agree to submit to the exclusive jurisdiction of the English Courts.