

Terms of Trading for Customers of Portal Vehicle Sourcing

1. Order Agreement

- All vehicle orders and confirmations with Seven Blackbirds Ltd, trading as Portal Vehicle Sourcing ("Portal"), become legally binding once confirmed in writing. Any modifications or cancellations are at Portal's sole discretion and may be subject to charges. By placing an order, the customer agrees to these terms in full.

2. Deposits, Payment & Late Fees

- All invoices must be settled within the agreed payment terms. Late payments may be subject to interest charges at the statutory rate of 8% above the Bank of England base rate. Portal reserves the right to withhold vehicle delivery until full payment is received.
- If a customer cancels an order after confirmation and Portal has committed to supplier agreements on their behalf, the customer agrees to cover any resulting losses, including supplier penalties, administrative costs, and any other expenses directly incurred by Portal. Any refunds are at Portal's sole discretion and will be subject to deductions for incurred costs.

3. Pricing and Availability

- All prices quoted by Portal are valid for 28 days from the date of quotation unless otherwise specified.
- Prices are subject to change due to supplier costs, availability, or market fluctuations beyond Portal's control. Customers will be notified of any changes and may choose to proceed or cancel.
- All vehicle offers and specifications are subject to availability at the time of confirmation.

4. Vehicle Specifications and Warranties

- All vehicles supplied by Portal are UK specification unless stated otherwise in the order documentation.
- Vehicles come with the manufacturer's warranty as standard. Portal does not provide additional warranties or guarantees.
- Any further warranties or guarantees must be arranged directly with the manufacturer or dealer.

5. Liability, Force Majeure & Disclaimers

- Portal shall not be liable for any financial losses, costs, or damages incurred due to price changes, supplier decisions, regulatory changes, or external market fluctuations.
- Portal shall not be liable for any losses arising from supplier failure to deliver a vehicle. In such cases, Portal will attempt to source an alternative vehicle or refund payments made, subject to deductions for incurred costs.
- Any damages during delivery are the responsibility of the delivery provider or supplier. Portal will assist in resolution where possible but holds no liability.
- Portal is not responsible for non-payment or non-completion of transactions by third parties, including suppliers, finance providers, or service partners.
- Force Majeure Clause: Portal shall not be liable for delays, non-performance, or additional costs arising from events beyond its reasonable control, including but not limited to natural disasters,

government restrictions, supply chain disruptions, or other force majeure events. In such cases, Portal will notify the customer and work to find a suitable resolution.

6. Delivery and Storage Costs

- Delivery times are estimated and not guaranteed. Portal is not liable for delays caused by external factors.
- If a vehicle is ready for delivery but the customer is unable to take receipt within the agreed timeframe, storage fees may apply until the vehicle is collected or delivered.
- If collection is delayed beyond 14 days, Portal reserves the right to cancel the order, resell the vehicle, and deduct applicable costs from any refunds.

7. Customer Responsibilities & Compliance

- Customers must provide accurate and complete information to facilitate the vehicle ordering and delivery process.
- If Portal incurs costs due to customer actions or negligence, the customer agrees to reimburse Portal for all associated expenses.
- Customers must ensure they have the necessary funds, credit arrangements, or finance approvals in place before placing an order. Portal does not provide finance and holds no liability for any delays or cancellations resulting from a customer's financial circumstances.
- It is the customer's sole responsibility to ensure that any vehicle sourced through Portal is correctly registered, taxed, and insured before being put into use. Portal holds no liability for any fines, penalties, or legal consequences resulting from failure to comply with registration and insurance requirements.

8. Geographic Trading Limitations

- Portal only trades within mainland UK. Orders outside this region will not be processed.

9. Data Protection and Privacy

- Portal operates in compliance with the General Data Protection Regulation (GDPR). Customer data will only be used for processing orders and necessary communications.
- Data will not be shared with third parties without consent, except where required by law.

10. Finance and Related Activities

- Portal does not provide finance or financial services.
- Customers are responsible for ensuring they have the necessary funds, credit arrangements, or finance approvals in place before placing an order. Portal does not provide finance and holds no liability for any delays or cancellations resulting from a customer's financial circumstances. Any financial agreements are between the customer and the finance provider, with no liability held by Portal.

11. Non-Circumvention & Supplier Agreements

- Customers agree not to directly approach Portal's suppliers or partners for vehicles or services previously discussed with Portal, either during the transaction or for a period of 12 months after engagement.
- Any direct interactions with suppliers or third parties must be disclosed to Portal. Breaches of this agreement will result in legal action and may be subject to a penalty of up to 20% of the contract

value or estimated lost business revenue. Portal reserves the right to seek injunctive relief and damages.

12. Complaints and Dispute Resolution

- Portal has a formal complaints policy. Complaints must be submitted in writing for resolution.
- If a dispute arises, both parties agree to attempt resolution amicably before pursuing legal action.
- Unresolved disputes shall be governed by the laws of England and Wales, with jurisdiction belonging to the courts within that region.

13. Conduct & Behaviour Policy

- Portal has a zero-tolerance policy for aggressive, abusive, or discriminatory behaviour toward staff or associates.
- In such cases, Portal reserves the right to cancel orders without refund.

14. Confidentiality

- All pricing, communications, and order details between Portal and the customer are confidential.
- No information shall be disclosed to third parties without written consent from Portal.

15. Amendments to Terms

- Any amendments to these terms must be agreed in writing by both parties.
- Portal reserves the right to update or amend these terms at any time, with notice provided where applicable.

16. Consumer Rights & Cooling-Off Period

- If you are a private individual purchasing a vehicle for personal use, you may have rights under the Consumer Contracts Regulations 2013, including a 14-day cooling-off period for distance purchases.
- Business-to-business transactions are not subject to these rights.

17. Legally Binding Agreement

- By placing an order with Seven Blackbirds Ltd t/a Portal Vehicle Sourcing, the customer agrees to the terms stated in this document and acknowledges that this constitutes a legally binding agreement.

Acceptance:

On behalf of the customer:	Signed:	Date: