

## Bonsaicars Vehicle Importers Ltd Terms and Conditions

1. "We" (and related expressions like "us" and "ours" as well as "BVI") refer to Bonsaicars Vehicle Importers Ltd. Our registered office is at Business and Technology Centre, Bessemer Drive, Stevenage, Herts, SG1 2DX.
2. "You" (and related expressions like "your") refers to you the customer who has approached bonsaicars.com purchasing a vehicle using our services.
3. Through our servers, you have access to car auction listings information which include: specification and an auction report of all cars offered for sale through auction, pictures of the cars offered for sale, the starting bid price for each car in Japanese Yen, and the deposit payable prior to bidding. Deposit when applicable is £500 made payable to Bonsaicars Vehicle Importers Ltd. If you decide to put in a bid for a car you can convey to us in writing (or online) your maximum – all-inclusive - bid for a specific car. You may guarantee the £500 deposit based on the estimated price of the car by credit card. If your bid is successful you will have to transfer the balance immediately, directly to our Japanese Auction Partners by Bank International Telegraphic Transfer – and pay us our sourcing fee. If your bid is unsuccessful you can either bid on further cars until you have a successful bid or have your deposit refunded.
4. We will confirm your successful bid by sending you a confirmation email with all the vehicle details as well as our Sales Invoice and a Purchasing Document. Details will include anticipated UK price including all taxes and preparation, our sourcing fee and the Japanese FOB Price in Yen. Successful bidders will also be given member access to our online tracker – wherein they will see pictures of car (usually within 5 working days), and general tracking information for transparency.
5. We will only be responsible for the vehicle as specified on the online order form. Please ensure that the vehicle and pricing details are correct, as they will form the basis of the transaction in which you will be entering.
6. Once the auction bid has been accepted, the bid is a legally binding contract between you and us.
7. (a) The estimated final price will include calculated: VAT, Import duty and shipment of the vehicle to the UK mainland (Southampton or pre-agreed port). (b) Depending on the option package chosen, the estimated final price may also include: first registration fee, road tax, number plates, SVA test if applicable, and warranty – if requested .
8. (a) Payment to Japan is due immediately – strictly within 5 days – payment is to be made by T.T in Japanese Yen. (b) Payment of any other unpaid costs (excluding our sourcing fee) as broken down on the confirmation email is due as indicated on payment of sales invoice or otherwise as soon the car has landed in Southampton (or other agreed port) (c) Our sourcing fee and associated sales invoice is payable strictly within 7 days from invoice date. If payment has not been received within 14 days, you will be charged £7.50 per calendar day to cover the storage charges accruing in Japan. After 30 days from the invoice date, this daily charge increases to £10 per calendar day – until payment is made. Payment in Japan for the vehicle and payment of our sales invoice are both conditions of shipping. No vehicle will depart from Japan until both payments are made in full.
9. If you do not pay any amount owed to us on its due date, we will give you written notice of non-payment. If you do not pay this amount within 7 days of this notice, we will be entitled to terminate this agreement. We will be entitled to sell the vehicle to recover our losses. You will not be entitled to a refund of your deposit. We reserve the right to seek any and all losses caused by clients bidding and declining payment – where a deposit was not secured or later declined. Further in all cases title is not deemed to have passed to client until all payments due have been made in full.
10. (a) The vehicle delivery involves shipping of the vehicle from Japan to the UK using an experienced and reputable shipping company. We therefore cannot accept responsibility for late deliveries. We will not be liable for economic loss including any loss of bargain and additional costs of purchasing an alternative car nor for the cost of alternative transport you may incur between the date of placing the order and the final delivery, even in cases where the delivery date has changed. Delays in delivery are no reason for cancellation. (b) Your car is insured during shipment for basic cover (insurance excess applies). We will not be held in any way responsible for any damage caused in transit. Responsibility rests entirely with the client to request further cover if required for complete peace of mind. Contact the shipping company for details.
11. If applicable, we will register the car in the name and address that you have supplied us on the online order form or any other name/address that you provide in writing. You agree to provide us with a valid Certificate of Insurance based on the chassis number of the car and any other documentation required by the DVLA at point of registration. You may request that we register the car for you in our own name to simplify matters, this can be done for you at an additional cost of £50+VAT payable before collection.
12. Bonsaicars arrange all our client's vehicles for handling and preparation as per the sourcing option chosen. Once an option has been selected a further change at a later date (or upgrade) will be subject to a £100 + VAT upgrade admin fee. Downgrades are not permitted. Bonsaicars reserve the right to refuse an upgrade at our discretion.
13. We take every effort in ensuring that the information presented on the website, in our emails and any other communication is correct and accurate. However we are dependent for this information on third parties and as such cannot assume responsibility for any errors and/or omissions.
14. If we do not fulfill our contractual obligations to you we will pay you a full refund of your sourcing fee. In all cases our liability will not exceed the sourcing fee payment paid.
15. We will not be responsible for the legal consequences of you entering into contracts with third parties and we do not accept liability for any loss, damage or costs.
16. We will not be liable for any changes in legislation (including but not limited to DVLA Regulations, SVA /ESVA changes) after the point of purchase.
17. Any extended delays in collecting your vehicle beyond 7 days of our contacting you to advise collection will accrue storage charges of £10 per calendar day.
18. If any clause herein described is later deemed unenforceable, the contractual terms will apply as if the latter had been omitted.
19. This contract is governed by English law and is subject to the jurisdiction of the English courts.

#### Options Packages:

**Option 1: (BVI Sourcing fee £500 + VAT)**  
Our simple package is one of pure consultancy. We will advise you about availability, providing you with complete information about vehicle(s) of interest, explain and go over the auction reports and the procedures involved. We will arrange for shipping of the car to the UK (or as stated) and consult on its clearance on arrival. Any vehicle approval (SVA) can be carried out on your behalf by trusted third parties – details will be provided and we will advise as to the best and cheapest methods for swift registration. Our fee is £500 + VAT payable pre-shipment - after which vehicle(s) will be in client's name. As a sourcing agent we will guide you through the whole process – up to the point of getting the vehicle registered in the UK, but you – the buyer - will be responsible for carrying out the instructions that we provide.

**Option 2: (BVI Sourcing fee £695 + VAT)**  
This option is available only for vehicles 10 years old and over. A complete package that includes MOT preparation and MOT test\* (\*Any further parts needed will be charged directly to client prior to collection. - Any further labour hours accrued will be charged at a very competitive £25/hour + VAT prior to vehicle collection - All fees must be paid in full prior to collection or delivery of car.) as well as registration and 6 months Road Fund License and a full Valet. Package cost is approx £1015 + VAT (see sales invoice for exact figure) which encompasses our fee of £695 + VAT payable pre-shipment - after which vehicle(s) will be in client's name, and a further payment to cover all associated costs as shown on sales invoice and the following Costs: Registration (currently between £134.50 and £153.50 depending on the car) , MOT, MOT preparation service\*, MOT prep kit (inc full mph convertor and complete fog light kit) and a Full Valet.

**Option 3: (BVI Sourcing fee £695 + VAT)**  
This option is available only for vehicles up to 10 years old. A complete package that includes MOT preparation and an MOT test\* (Any further parts needed will be charged directly to client prior to collection. - Any further labour hours accrued will be charged at a very competitive £25/hour + VAT prior to vehicle collection - All fees must be paid in full prior to collection or delivery of car.) as well as arranging SVA preparation and SVA test, registration and 6 months Road Fund License and a full Valet. Package cost is approx £985+VAT + SVA costs (see sales invoice for exact figure) which encompasses our fee of £695 + VAT payable pre-shipment - after which vehicle(s) will be in client's name, and a further payment of approx £800 to cover all associated costs as shown following:  
Registration (currently between £134.50 and £153.50 depending on the car) , MOT, MOT preparation service\*, MOT prep kit and a Full Valet.

Note: Due to changes in legislation regarding imports, vehicles from 1997 onwards will require a Model Report. There is an additional cost for this of approx £250 + VAT. Further, vehicles from 10/1998 onwards will require a VSIB CAT 2 Immobiliser installed – Expected additional cost £159.99 + VAT. All Options packages are subject to a £25 +VAT fee for the supply and fitting of number plates if applicable. MOT Preparation Process of converting the speedo to MPH, and the installation of a rear fog light.

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#### Notes:

##### SVA Preparation

Process of converting vehicle to UK conformity – so that it may become legal by UK standards. The majority of cars under 10 years old that do not come with a Certificate of Conformity, must undergo and pass a SVA (Single Vehicle Approval) test. Cars made after 1996 need ESVA, which adds the need and associated cost of renting a Model report for the vehicle.

##### MOT

Our vehicles are MOT'd by a trusted third party company located in Southampton Docks.

##### SVA Test: (£190 )

The above test is a requirement for the majority of vehicles under 10 years old. The price covers the cost of the test if you choose to take the vehicle to the test personally.

##### Full SVA Test Service SVA / ESVA

The vehicle can be SVA / ESVA tested by a partner company located in Southampton Docks. This option includes all SVA preparation (ESVA may incur additional cost) including parts costs and installation of a full mph convertor and complete fog light kit. The test is normally completed within 10 working days of the arrival of the vessel.

##### Full Valet: This is a service from a mobile valeting service.

Registration: Currently between £134.50 and £153.50 depending on the car  
This includes the cost of 6 months road tax and DVLA first registration fee.

##### Further Options:

Alarms: (from £90 including fitting)

Cat 2 immobilisers can be fitted from only £90 and Cat 1 alarms from only £250. This service is available from a trusted third party company located in Southampton.

##### Delivery

It is possible to have your vehicle transported anywhere in the UK. This service is available from a trusted third party company located in Southampton Docks. We can no longer offer delivery to your door as a fixed cost option as our customers hail from all over the UK and beyond. Bonsaicars Vehicle Importers can either guide you completely through the whole procedure or we can take care of your vehicle right up to registration and delivery.