MY NEW CAR LIMITED – TERMS & CONDITIONS OF VEHICLE SALE (“Conditions”)

1.Contract

1.1.The vehicle used car sales invoice for the sale of a motor vehicle and accessories, if any, (“the Goods”) by us, My New Car Limited (“the Seller") at the agreed price (“the Total Retail Price") and any allowance in respect of a used motor vehicle offered by you (“the Buyer") incorporates the following clauses to form the contract between us.

1.2.The vehicle used car sales invoice (except where varied by an express agreement between the parties which is recorded in writing and signed by an authorised representative of the Seller) shall constitute the entire contract between the parties.

2.Delivery

2.1.The Seller will use its reasonable endeavours to secure a delivery date or dates, but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of the Seller.

2.2.The Goods may be delivered by the Seller or its agent in advance of the estimated delivery date, if any, upon giving 14 days prior notice to the Buyer.

2.3.Delivery shall be deemed to have been made on the date that the Goods are made available for collection by the Buyer and the Seller has given notice to the Buyer that the Goods are ready for collection. The Goods will be physically delivered by the Seller to the Buyer only where agreed by the Seller and at the Buyer’s cost.

2.4.The Seller may at any time cancel the contract if the manufacturer ceases to make the Goods or if the manufacturer ceases to supply the Goods to the UK market. If the Seller is unable to supply any option or accessory, whether factory fitted or otherwise, the Seller may at its discretion either substitute a reasonable equivalent or delete the option or accessory from the contract. If any accessory is deleted the purchase price shall be adjusted by the price. The inability of the Seller to supply an option or accessory shall not constitute a breach of contract or entitle the Buyer to reject the Goods.

3.Price and Payment

3.1.The Goods will remain the property of the Seller and the Buyer shall not be permitted to collect the Goods until the Total Vehicle Price set out on the vehicle order form has been discharged in full (without set-off or counterclaim). A cheque given by the Buyer in payment or part payment shall not be treated as a discharge until such cheque has been cleared through the Buyer’s bank and time of payment shall be of the essence.

3.2.In the event that the Buyer arranges for a finance company to purchase the Goods from the Seller at the Total Vehicle Price payable the Seller shall not release the Goods until the Total Vehicle Price has been discharged in full, including receipt of cleared funds from the said finance company.

3.3 in the event the Buyer purchases via a finance company that the seller is not affiliated with, the Buyer will pay a £150 administration fee which will be included in the finance agreement.

4.Part Exchange

4.1.Where the Seller agrees to allow part of the purchase price of the Goods to be paid by the Buyer delivering a used vehicle to the Seller, such allowance is agreed to be given and received and such used vehicle is agreed to be delivered and accepted as part of the sale and purchase of the Goods subject to the condition that when such used vehicle is delivered to the Seller after examination by the Seller, the used vehicle shall be delivered in the same condition as when originally examined subject only to fair wear and tear and provided always that either:-

4.1.1.the used vehicle for which the Buyer receives such allowance must be his or her property absolutely and not the subject of any hire purchase agreement or other legal encumbrance whatsoever; or

4.1.2.if such used motor vehicle shall be the subject of a hire purchase transaction then such hire purchase transaction must be capable of early settlement by the Seller and the Total Retail Price due to the Buyer shall be reduced by the amount of such settlement.

5.Failure to collect goods

5.1.If the Buyer shall fail to take and or pay for the Goods within fourteen days after written notification by the Seller that the Goods are ready for delivery, the Seller shall be at liberty to treat the contract as repudiated by the Buyer, and thereupon the deposit shall be forfeited and any sums paid by the Buyer shall be returned less a sum equivalent to a reasonable administration fee, any damages, loss or expenses which the Seller may have suffered or incurred by reason of the Buyer’s default (including as a result of selling such vehicle at a lower value) and/or storage costs and the Seller shall be under no further liability to the Buyer.

5.2.The Seller may, at its option following such repudiation elect to return any part-exchange vehicle or to retain it at any agreed trade-in price (in which case the agreed trade-in price shall be treated as part of the sums paid for the purpose of this clause). This clause 5 shall be in addition to and without prejudice to the Seller’s right to recover from the Buyer by way of damages any loss or expense which the Seller may suffer or incur by reason of the Buyer’s default.

6. Faults & Rejection of Goods

6.1 Any item that is subject to continuous wear and tear and are are classed as perishable items are not subject to warranty and therefore cannot be rejected under these grounds.

6.2 Satisfactory quality and fit for purpose statements under the Consumer Rights Act 2015 are subject to substantial allowances based on the Age and Mileage of the vehicle sold to the Buyer and must be taken into consideration before rejecting a vehicle or implementing use of warranty.

6.3 The Consumer Rights Act specifies that the fault has to have been present when the Buyer purchased the vehicle, rather than developing afterwards. If any issues arise as a result of damage or wear during the Buyers ownership, they do not have the right to reject it under the Consumer Rights Act.

6.4 The Buyer must advise the Seller in writing, by post or email, of their decision to reject a vehicle or implement warranty terms.

6.5 Any faults identified at the time of purchase and are sold to the buyer with prior knowledge of said faults are immediately void from warranty and cannot be included in grounds for rejection of a vehicle. The Buyer rejects its consumer rights in respect of identified faults in this instance.

6.6 In respect of a valid claim, My New Car Ltd have the right to sole discretion to repair a vehicle should it fail or be subject to warranty, at our premises or at a specialist mechanic of our choice with prior approval given by my new car in writing via post or email.

6.7 My New Car Ltd will not be liable whatsoever including financially for any work carries out by the buyer or at another premises u less specifically pre approved in writing via post or email by My New Car Ltd. Any works carried out on the vehicle without approval from the Seller will automatically void any warranty on the vehicle and my new car Ltd will accept this as the Buyers rejection of their Consumer Rights.

6.8 If the Buyer rejects a vehicle (regardless of on site or off premises purchase) and the rejection is accepted, in writing via post or email, by my new car Ltd then the Buyer must return the vehicle to the sellers premises at no cost to the seller. Refunds will be issued with 14 days of the vehicle returning to the sellers premises and not before this time.

7.Examination of Goods and Reliance

7.1.Prior to signing the vehicle order form the Buyer shall examine the Goods to be purchased (if such are available for inspection) and the Buyer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects and have been notified by the Seller to the Buyer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

7.2.The Buyer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon the Seller's skill or knowledge regarding the Goods' fitness for any particular purpose or use.

7.3 The Buyer cannot reject or return a vehicle due to change of mind. In this instance and deposit paid for the vehicle is retained by the Seller. Once the Buyer has taken possession of a vehicle (at sellers premises or on receipt of delivery) it cannot be rejected at any instance due to change of mind or buyers remorse.

8.Claims

8.1.Without prejudice to the terms of the manufacturer’s warranty, where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods based on materials or workmanship or their failure to meet the specification is notified to the Seller, the Seller shall be entitled at its sole discretion either to replace or repair the Goods (or the part in question) free of charge or to refund to the Buyer the price of the Goods (or a proportion part of the price), but the Seller shall have no further liability to the Buyer.

8.2.In the event of any dispute or disagreement arising out of or in connection with this Contract or any breach of its term the Seller and the Buyer shall first use their reasonable endeavours to negotiate in good faith a settlement of such dispute by mediation through the CTSI approved Alternative Dispute Resolution provider Motor Codes ([https://www.themotorombudsman.org](https://www.themotorombudsman.org/)) and this provision shall not apply if the Seller shall have sent a letter before action to the Buyer and no response has been received within 7 days after such letter before action shall have been deemed to have been received.

8.3.Any notice or letter under or in connection with this contract shall be in writing and shall be served by hand on the party or sent by recorded delivery at or to the address of the party set out in this contract or at or to such other address as may be subsequently notified in writing by one party to the other and in the absence of evidence of earlier receipt any notice shall be deemed to have been received and duly served:-

8.3.1.when delivered if delivered personally; or

8.3.2.two days after posting if sent by recorded delivery.

8.4 In the instance the Buyer needs to make a warranty claim or implements their consumer rights for repair due to failure, the buyer must return the vehicle to the sellers premises for repair at no cost to the Seller.

8.5 The seller reserves the right to remedy any fault claim that is made by the Buyer with parts proportionate to that of the vehicle in question. The cost of repair must be lower than the cost to replace and the consumer must accept the repair in this instant.

9.Warranty

9.1.If the Goods are new and described in the catalogue or price list of the manufacturer or concessionaire, the Seller undertakes to assist the Buyer in obtaining from such manufacturer or concessionaire the benefit of any warranty or guarantee given by him to the Seller in respect of the Goods.

9.2.The Seller shall use all reasonable endeavours to pass the benefit of any manufacturer’s warranty on to the Buyer.

9.3.In the case of the Goods being a second-hand vehicle, the Seller shall transfer to the Buyer the unexpired portion of the manufacturer’s warranty (if any) together with the My New Car 28 day guarantee (total engine and gearbox failure). The Buyer acknowledges that in the case of the Goods being a second-hand vehicle the Goods will be sold subject to such wear and tear as is reasonable for a vehicle of its age, type, usage and mileage; and subject to paintwork and/or bodywork repairs that may have been carried out to it.

10.Distance and Off Premises Contracts

10.1. In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 , if the Buyer entered into this contract without face-to-face contact with the Seller or at a place which is not the Seller’s premises or by a distance communication the Buyer may cancel the contract with giving valid reason in writing via post or email up to 7 days after the day upon which the Buyer (or anyone on the Buyer’s behalf) takes possession of the Goods.

10.2. In order to exercise the right to cancel the Buyer must send to the Seller a clear statement by letter sent by post or email to this effect.

10.3. On cancellation the Buyer shall return the Goods to the Seller, at the sellers premises, at the Buyer’s expense without undue delay and in any event not later than 14 days after the day on which the Buyer advises the Seller of the cancellation at the Buyer’s cost. On cancellation the Seller shall reimburse to the Buyer all payments received from the Buyer excluding any delivery costs.

10.4. If the value of the Goods is diminished because of the Buyer handling the Goods, the Seller may recover that amount from the Buyer and the Seller can deduct this amount from the amount of the reimbursement provided for under these Terms and Conditions. The Seller will normally view any alteration, modification or personalisation of the Goods or driving for in excess of 100 miles as going beyond what is necessary to establish to nature, characteristics and functioning of the Goods.

10.5. If the Goods are made to the Buyer’s specifications or clearly personalised then the Buyer does not have the right to cancel the contract.

10.6 All cancellations are subject to a readvertising fee of £48 which will be deducted from the Buyers refund amount. The is witjout prejudice to the elapsed time and is valid from the moment the Buyer takes possession of the vehicle at their delivery address.

10.7 On receipt of the goods, the Buyer must inspect the vehicle prior to signing the delivery form. The Buyer is reminded that the condition of satisfactory quality implied by legislation does not operate in relation to such defects which such an examination ought to reveal. If the Goods are sold subject to defects and have been notified by the Seller to the Buyer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

10.8 Once Buyer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon the Seller's skill or knowledge regarding the Goods' fitness for any particular purpose or use, upon signing the delivery note the Buyers rights will then be in accordance to those of an individual purchasing goods at premises from the Seller.

10.9 In the instance the Buyer needs to make a warranty claim or implements their consumer rights for repair due to failure, the buyer must return the vehicle to the sellers premises for repair at no cost to the Seller.

11.Defective Goods

11.1. Without prejudice to clause 8 above any claim by the Buyer which is based on any defect in the quality or condition of the Goods on delivery or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of collection of the Goods or the date of refusal of delivery as the case may be. If delivery is not refused, and the Buyer does not notify the Seller as above the Buyer shall be deemed to have accepted the Goods.

11.2. If the Buyer is a person engaged in the motor trade, the Goods are sold on the understanding of “SEEN, TRIED AND APPROVED” and the Seller shall have no liability whatsoever. For the avoidance of doubt such Buyer shall not be considered a consumer afforded protection under the Consumer Rights Act 2015.

11.3 If the goods are advertised without warranty, with defects listed or are sold as “SEEN, TRIED AND APPROVED”, this must be included on the receipt provided to the Buyer and therefore the buyer accepts that the Seller shall have no liability for the vehicle whatsoever and the protection of the Buyer under the Consumer rights Act 2015 will be void.

12. Deposits

12.1 All deposits are non refundable unless otherwise stated and pre agreed in writing by the Seller to the Buyer.

12.2 When the Buyer is purchasing a vehicle without prior inspection and face-to-face contact, and leaves a deposit to hold the vehicle,a refund will be accepted in the event the vehicle is not as advertised.

12.3 All deposits are subject to a readvertising fee upon refund totalling the amount of £48, which will be deducted from the buyers deposit amount.

12.4 All deposits are repaid in the method of which they are received. If deposits are paid via card payment we hold no liability whatsoever in the time scale and processing of the merchant provider, Square Inc, in which to refund the monies. In such cases My New Car will send the buyer evidence of the refund request made through the merchant, at this point the liability will no longer be subject to the seller.

12.5 When the Buyer uses card as a payment method for deposit, if returned, the Seller will deduct all card processing fee’s that have been incurred from the refund amount.

13. Refunds

13.1 Should the Seller accept a refund request from the Buyer, the Buyer must make a request in writing via post or email to that effect. Once accepted the Seller has up to 14 days from the date of acceptance of request to refund the monies owed to the Buyer.

13.2 All refunds, regardless of the reason for the request, are subject to a readverising fee of £48.

13.3 In the instance that the Buyer has purchased the vehicle and the vehicle has left site, no refunds with be accepted until the V5 Registration document has been returned to the seller. In this instance the 14 day refund policy begins on the day the seller receives the log book in hand, as we cannot legally take repossession of the vehicle until this has taken place.

13.4 All refunds are returned in the method of which they are paid. If payments are paid via card payment we hold no liability whatsoever in the time scale and processing of the merchant provider, Square Inc, in which to refund the monies. In such cases My New Car will send the buyer evidence of the refund request made through the merchant, at this point the liability will no longer be subject to the seller.

13.5 All vehicles, regardless of date of purchase and days passed are subject to a reduction in the value of the vehicle based on fair usage including time elapsed, mileage covered and condition of vehicle since purchase. This charge will be considered once the vehicle has been returned to the sellers premises, at no cost to the seller, and an inspection of the vehicle has been carried out.

13.6 When the Buyer uses card as a payment method for payment, if returned, the Seller will deduct all card processing fee’s that have been incurred from the refund amount.