
TERMS AND CONDITIONS OF DAVENTRY USED CAR CENTRE LTD

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of vehicles by Daventry Used Car Centre LTD hereinafter referred to as We/Us/Our who trade from Centre 33a Long March, Long March Industrial Estate, Daventry, England, NN14 4NR. Our company registration number is 10356151.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 3;
“Goods”	means the vehicle which is to be supplied by Us to you as specified in your Order
“Month”	means a calendar month;
“Price”	means the price payable for the Goods;
“Order”	means your order for the Goods as attached;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“You or Your”	means the customer who places the Order

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. The Contract

2.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and You. Before making Your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.

2.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We

may, at Our discretion, accept.

- 2.3 A legally binding contract between Us and You will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 2.4 We shall ensure that the following information is given or made available to You prior to the formation of the Contract between Us and You, save for where such information is already apparent from the context of the transaction:
 - 2.4.1 The make and model of the vehicle that You are buying
 - 2.4.2 The make and model of any part exchange that may form part of the Contract.
 - 2.4.3 Our identity (set out above in Clause 2) and contact details.
 - 2.4.4 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 2.4.5 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 2.4.6 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
 - 2.4.7 Our complaints handling policy;
 - 2.4.8 Where applicable, details of after-sales services and warranty
- 2.5 If you decide to pay for Your Order through a finance agreement then please note that we will sell the Goods to the finance provider who will then complete an onwards sale of the Goods to You. The finance provider will have legal title which means they will be the owner of the Goods until you pay in full for the amount of the finance. You should familiarise yourself with the terms and conditions from the finance provider before agreeing to purchase the Goods.
- 2.6 We act as a credit broker and are not a lender. We may receive a commission for any business that we introduce to a lender. We are regulated by the Financial Conduct Authority and Our FCA number is
- 2.7 Regardless of whether the Goods are bought direct from us or via a finance provider you agree to register as the registered keeper of the Goods as soon as possible following delivery.

3. Description and Specification of Goods

- 3.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided on our website and the website of any third party that we use. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate and we suggest that You clarify the exact specification of the vehicle with Us prior to agreeing to purchase. If you receive any Goods that do not conform to the Contract, please refer to Clause 7.
- 3.2 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any advertisement or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible, for example "Leather" may not represent

100% genuine leather and may be partial or artificial leather.

- 3.3 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any legal requirement without notice. The mileage on the Goods may vary from the advertised mileage by a small margin and this is due to the Goods being moved in transit or during the preparation for sale.
- 3.4 The Goods may have previously been used as a lease or rental vehicle and may have had multiple users. The Goods may also not be UK specification and could be an imported vehicle. If You have any questions about the history of the Goods please discuss these with us prior to placing your Order.

4. **Orders**

- 4.1 All Orders for Goods made by You will be subject to these Terms and Conditions.

5. **Price and Payment**

- 5.1 The Price of the Goods will be that shown in Our Order. Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 5.2 Our Prices exclude the cost of delivery. Delivery costs may be added on to the final sum due.
- 5.3 All payments for Goods must be made in advance before We can despatch the Goods to You.
- 5.4 We accept the following methods of payment:
 - 5.4.1 Debit/Credit cards;
 - 5.4.2 Bank transfer;
 - 5.4.3 Cash subject to limits and conditions
 - 5.4.4 Third party finance.
- 5.5 If You do not make payment to Us by the due date We may charge You interest on the overdue sum at the rate of 2% per annum above the base lending rate of Barclays from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 5.6 If You wish to pay for Your Goods in full or in part with your existing vehicle hereinafter referred to as "part exchange vehicle" You must be the registered owner of the part exchange vehicle.
- 5.7 You agree to provide to us with all information regarding Your part exchange Vehicle and agree that We can inspect the part exchange vehicle.
- 5.8 You confirm that You are not aware of any issue with the part exchange vehicle save for those that you have expressly declared on the sales invoice and agree to indemnify Us against all losses incurred in the event that the part exchange vehicle has a pre-existing issue that has not been declared.
- 5.9 We reserve the right not to accept the part exchange vehicle in consideration of any payment towards the Goods where the part exchange vehicles condition has changed since our initial inspection or the part exchange vehicle does not match its description given by You, or where the part exchange

vehicle has a mileage discrepancy. Further You agree to indemnify Us against all losses and costs in the event that following sale of the Goods to You it is found that there has been a breach of any of the aforementioned.

- 5.10 You confirm that the part exchange vehicle has not been in a major accident or categorised as insurance loss and has no marker registered against it on HPI or other car history provider.
- 5.11 You further confirm that the part exchange vehicle has not been used as a taxi, private hire, rental vehicle or for driving tuition. The part exchange vehicle is not due an MOT in the next 30 days or a service within the next 500 miles.

6. **Delivery**

- 6.1 Please note that delivery is currently only possible within the United Kingdom;
- 6.2 When We provide You with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 Calendar Days after the date on which the Contract is formed.
- 6.3 If You indicate in Your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our business hours of 9am – 5pm.
- 6.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in Your Order and You (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when You have collected the Goods.
- 6.5 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.4 at which point it will pass to You. Please note, however, that if You do not wish to collect the Goods and do not wish to use Our nominated carrier to deliver them, instead choosing Your own carrier, the risk in the Goods will pass to You as soon as they are passed to your chosen carrier.
- 6.6 You own the Goods once We have received payment in full for them.
- 6.7 Please note carefully the following:
 - 6.7.1 If We refuse to deliver the Goods, You may treat the Contract as being at an end and We will reimburse you without undue delay.
 - 6.7.2 If delivery of the Goods within the agreed time period or at the agreed time was essential (taking into account the relevant circumstances at the time the Contract was formed) and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.
 - 6.7.3 If you have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.

- 6.8 It is Your responsibility to register and pay for any vehicle road tax at the point You accept delivery of the Goods. It is Your responsibility to ensure that the Goods are suitably insured to be used on a public highway.

7. **Faulty, Damaged or Incorrect Goods**

- 7.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided. If any Goods You have purchased do not comply and, for example, have faults or are damaged when you receive them, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement.

- 7.2 Beginning on the day that You receive the Goods (and ownership of them) You have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. If You do not wish to reject the Goods, or if the 30 Calendar Day period has expired, You may request that the Goods are repaired or replaced. Within the first six months after You have received the Goods, You are entitled to a repair or replacement unless We can prove that the defect was not present at the time you bought the Goods. After the first six months, You must prove to Us that the defect was present at the time of purchase in order to qualify for a repair or replacement. We will carry out the repair or replacement within a reasonable time and without significant inconvenience to You. In some cases, if repair or replacement is impossible or otherwise disproportionate, We may instead offer You the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund.

If You request a repair or replacement during the first 30 Calendar Day period, that period will be suspended while We carry out the repair or replacement and will resume on the day that You receive the replacement or repaired Goods.

If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time and/or without causing You significant inconvenience), You may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.

If You exercise this final right to reject the Goods more than 30 days after You receive them (and ownership of them), we may reduce any refund to reflect the use You have had out of the Goods. It is agreed that the mileage deduction rates are as follows 0-4 years old at £0.45p per mile, 4-8 years old at £0.35p per mile and 8+ years old at £0.25p per mile.

- 7.3 Please note that You will not be eligible to claim under this Clause if We informed You of any faults, damage or other problems with the Goods before Your purchase of them; if You have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from Your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that You may not return Goods to Us under this Clause merely because you have changed your mind unless the sale was to be classed as a distance sale then You may cancel the sale for any reason whatsoever within 14 days of receiving the Goods as per Clause 8.

- 7.4 To return Goods to Us, You may do so in person during Our business hours of 9am - 5pm;

- 7.5 Refunds (whether full or partial, including reductions in price) will be issued within 14 Calendar Days of the day on which We agree that You are entitled to the refund.
- 7.6 Any and all refunds issued may exclude all delivery costs paid by You when the Goods were originally purchased.
- 7.7 If the Goods are damaged in any way or not in the same condition as at the point of sale then You agree to indemnify Us for all remedial and repair work required to the Goods.
- 7.8 In the event of a rejection of the Goods if You have part exchanged a vehicle and We have the part exchange vehicle in stock then We reserve the right to return the part exchange vehicle to You as part of any refund.
- 7.9 For full details of Your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 7.10 It is agreed that it is my responsibility to return the Vehicle to the seller in the event that I require a statutory repair after having owned the Vehicle for 30 days or more or I wish to exercise my statutory right to reject after having owned the Vehicle for over 30 days or indeed have the Vehicle inspected irrespective to if the Vehicle is in a driveable condition or not.

8. Distance Selling

- 8.1 If You complete the purchase of your Goods from us “off premises” then You have the right to cancel the transaction for any reason whatsoever with the first 14 days of You receiving the Goods. As a consumer You have a statutory right to cancel Your contract with us up to 14 Calendar Days after the vehicle comes into Your physical possession (i.e. You or another person identified by You taking delivery of the vehicle). You may cancel Your contract and return the vehicle to us for any reason under this right. You are liable for the cost of returning the vehicle to us or You can agree to indemnify us for the cost of collecting the vehicle.
- 8.2 If You wish to exercise Your right to cancel You must inform us of Your decision. You may do so in writing in any way that is convenient to You, please ensure you use the address as stated on the front of our invoice or via email. Please ensure that You inform us of Your decision to cancel before the period in sub-Clause 8.1 expires. Should You wish to us to provide a template to You for this we are happy to do so.
- 8.3 Please note that Your statutory right to cancel may be lost If the vehicle has been damaged or modified in any way or is not in the same condition as when it was delivered to You.
- 8.4 You must return the vehicle to us no more than 7 Calendar Days after the day on which You have informed us that You wish to cancel.
- 8.5 You may return the vehicle to us in person or with the assistance of a delivery company during our normal business hours of 9am-5pm Monday to Friday.
- 8.6 Refunds will be issued to You within 14 Calendar Days of the following:
 - 8.6.1 The day on which we receive the Goods back; or
 - 8.6.2 The day on which You inform us (supplying evidence) that You have sent the Goods back;

- 8.6.3 If we are collecting the Vehicle, the day on which You inform us that You wish to cancel the contract.
- 8.6.4 If we have not yet provided an Order Confirmation or have not yet dispatched the vehicle, the day on which you inform us that You wish to cancel the Contract.
- 8.7 Refunds may be subject to deductions in the following circumstances:
 - 8.7.1 Refunds may subject to deductions for any diminished value in the vehicle resulting from Your excessive handling of them and an excess mileage charge of £1.25/mile will be levied for any mileage over 100 miles in the 14 days.
- 8.8 Refunds will be made using the same payment method You used when ordering the vehicle.
- 8.9 Once You have confirmed to us that the contract is cancelled You will not use the vehicle but remain liable to ensure that is taxed and insured until it is collected.

This cancellation clause does not affect any other of your statutory rights under the Consumer Rights Act 2015 or the Sale of Goods Act 1979.

9. **Our Liability**

- 9.1 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial or business use of any kind (including resale). By making Your Order, You agree that You will not use the Goods for such purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 9.3 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

10. **Events Outside of Our Control (Force Majeure)**

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control.
- 10.2 If any event described under this Clause occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 10.2.1 We will inform You as soon as is reasonably possible;
 - 10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 10.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

10.2.4 If the event outside of Our control continues for more than 30 days We will may cancel the Contract and inform You of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

10.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with Your right to cancel above

11. **Communication and Contact Details**

11.1 If You wish to contact Us, You may do so by telephone at 07469 247 966 or by email at sales@daventryusedcars.co.uk.

11.2 In certain circumstances You must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

11.2.1 Contact Us by email at sales@daventryusedcars.co.uk

11.2.2 Contact Us by post at Daventry Used Car Centre, Centre 33a Long March, Daventry, Northamptonshire, NN11 4NR

12. **Complaints and Feedback**

12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if you have any cause for complaint.

12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our head office.

12.3 If You wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

12.3.1 In writing, addressed to FAO Charlie King at Daventry Used Car Centre, Centre 33a Long March, Daventry, Northamptonshire, NN11 4NR By email, addressed to Charlie King at sales@daventryusedcars.co.uk

13. **How We Use Your Personal Information (Data Protection)**

We will only use Your personal information as set out in Our Privacy Notice available from www.daventryusedcars.co.uk/privacy-policy.php

14. **Other Important Terms**

14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

14.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

- 14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction

- 15.1 These Terms and Conditions, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 15.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales.