

TERMS AND CONDITIONS

Where to find information about us and our vehicles

You can find everything you need to know about us, Cambs Cars Ltd, and our products/vehicles on our website, and by contacting us by phone or email before you complete your purchase.

The terms "vehicle" and "product" shall be used interchangeably.

When you buy from us you are agreeing that:

- We charge you for delivery and collection at a rate which is at our discretion but in line with market rates. We will agree this with you in advance.
- We're not responsible for delays outside our control. We will use our best endeavours to contact you to let you know of the delays and when the delay may be resolved.
- Vehicles can vary slightly from their pictures including minor blemishes and you will be responsible for inspecting the vehicle prior to purchase. If you proceed with the purchase of the vehicle, then this will be deemed acceptance of the condition of the vehicle and any claims after this point will not be accepted concerning body work condition or any other cosmetic condition of the vehicle.
- If you request work to be undertaken prior to purchase of the vehicle we will request a non-refundable deposit. If a deposit has already been provided, then this will become non-refundable, and we will confirm this to you.
- You are responsible for making sure that you inspect the vehicle condition prior to purchase. We make a record of the condition of a product when it leaves our site.
- We charge interest on late payments at a rate of 2% above base rate from time to time in force.
- We pass on increases in VAT.
- We charge you if you want to return a vehicle or there is a dispute for transporting the product back to us at our discretion. We will charge you a variable market rate which we will advise you of. You may arrange your own collection and delivery at your own expense. We charge you £2.00 per mile for every mile which the vehicle incurred after the point of sale. In addition, we charge £200 plus VAT admin fee to apply for the V5C in our name and fixed valet fee of £100 Plus VAT and restocking fee of £200 Plus VAT to bring the vehicle to retail standard and relist. For any damage to the interior and exterior we will charge you additionally for the costs of repair. We will advise you of the charge.
- If you bought the vehicle online or by distance sale, you have a legal right to change your mind for 14 days or the relevant statutory period in force from time to time. However, you must submit your issue to us in writing within the required timeframe. Continued use of the vehicle may be deemed consent and we reserve the right to charge you for any works you requested to be undertaken. We also reserve the right to charge you for your use of the vehicle.
- You must return the vehicle at your own cost to us within 14 days of you telling us that you have changed your mind. Returns are at your own cost unless we offered free returns when you bought the goods.
- You have rights if there is something wrong with your vehicle in line with statutory rights. However, if the vehicle is tampered with damaged in any way, we reserve the right to reject the return of any goods.
- We will not pay you for general ongoing maintenance of the vehicle or replacement consumable parts after your purchase. You accept

that you are purchasing a second-hand vehicle and will deal with all maintenance for this.

- We can change these terms and conditions at our discretion and without reference to you and they will have full effect.
- We don't compensate you for all losses caused by us in connection with delays and any matters outside of our control or connected losses which are too remote.
- We DO NOT use your personal data however we retain our records of sale to comply with our legal obligations.
- You have several options for resolving disputes with us. We urge you to contact us directly in the first instance to see if we may assist in resolving issues quickly for both parties.
- We do not accept liability for any breach of warranty by you or the warranty company or if for any reason a warranty company may choose to reject claims as this is outside of our control.
- We will advise you when a deposit taken will not be refundable. Unless confirmed otherwise the deposit is refundable.
- We are not responsible for any mislaid payments by you if you pay the wrong account by accident which is not ours. You will need to resolve this with your bank.
- We can end our contract with you if you have paid a deposit but have not completed the vehicle purchase within 7 days of paying a deposit.
- Vehicles are deemed road worthy with a valid MOT certificate as this a road safety test. Any fault or issue which may develop after the fact or allegation of issues will need to be inspected by us. Any advisory matters are treated by VOSA as discretionary and accordingly within the MOT examiners jurisdiction to determine subject to your normal statutory rights to raise Issue. Please contact VOSA to find out more about this. THE MOT IS NOT A SERVICE TEST. We will not be held liable to any optional matters which you undertake, and which are not required according to the MOT test unless we come to an agreement with you.

When you can't change your mind.

You can't change your mind about an order for: If you have tampered with the vehicle; If you have works done without our consent and prior to our inspection; If you have caused damage to the vehicle; if you have driven an excess of 30 miles, If it has been more than 14 days from when completed the purchase via a distance sale, if you have refused to allow us our first right of repair. Other important terms apply to our contract as set out in this document.

You must pay for services you received before you change your mind. If you bought a vehicle and requested any additional services to be completed, then we will charge you for this.

We may reduce your refund if you have used or damaged a vehicle. This is to compensate us for its reduced value. We process refunds after we have the V5C back.

You have rights if there is something wrong with your Vehicle. If you think there is something wrong with your vehicle, you must contact us and bring the vehicle back to us. We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law (unless we agree a reduction in price with you for a defect).

We don't compensate you for all losses caused by us or our vehicle. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

- **Caused by a delaying event outside our control.** If we have taken the steps set out in the section, we are not responsible for delays outside our control.
- **Avoidable.** Something you could have avoided by taking reasonable action.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft, or profession.

NAME: _____

SIGNED: _____

REG: _____

MAKE: _____

MODEL: _____

You have several options for resolving disputes with us. We recommend that you contact us to see if we may be able to resolve your issue.

Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. All disputes should be referred to mediation prior to proceedings and/ or court proceedings should be deferred until mediation takes place.

By signing you confirm that you have read and understand the terms contained in this contract.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland, or Northern Ireland, you must issue your claim in the English courts.

Other important terms apply to our contract.

Nobody else has any rights under this contract. This contract is between you and the person signing the terms and conditions. If you have borrowed the money from a family member or friend to fund the purchase, then that has no bearing on us. Our contract is with the person who signs these terms and conditions only and no third party will have any rights.

Consumer Rights Act 2015

The Consumer Rights Act 2015 does cover your purchase. The vehicle must be of satisfactory quality and fit for purpose. All vehicles are subject to an independent 150-point check, and we retain evidence that the vehicle is of satisfactory quality and fit for purpose. The Consumer Rights Act 2015 requires the age, price, fair wear, and tear of second-hand goods to be taken into consideration when determining any problems which may arise. Please remember that you are buying a used item.

We are also not required to pay for the continued maintenance of your vehicle after sale, we are only responsible for pre-existing faults unless disclosed to you prior to sale. You do not have a 30 day right to a refund in circumstances where a defect develops after sale if the car is still fit for purpose; You have caused damage by error or omission; You have commissioned any third party to inspect or repair the vehicle without our consent; You refuse our first right to inspect and repair your vehicle; If you refuse to arrange transport at your own cost; If you continue to use the vehicle with a defect once this has been identified which will exacerbate the damage to the vehicle.

The Consumer Rights Act exempts motor vehicles from not making deductions on refunds for use or diminution in value.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, then that term will be deemed to be struck out and the rest of the contract will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later. Normal limitation period will apply.