

TERMS AND CONDITIONS OF BUSINESS

USED VEHICLE SALES

(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CUSTOMER)

GENERAL

1. These terms and conditions together with the details set out on the invoice are intended to contain all the terms of the agreement (the "Agreement") between us (the vendor) and you (the purchaser) relating to the sale and purchase of your used vehicle (the "Vehicle"). If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our team. If we agree any variation in the Vehicle to be supplied, this shall be deemed to be an amendment to this Agreement rather than a new agreement.
2. You must provide us with any information we need in order to comply with money laundering legislation, and you guarantee the accuracy of the information so supplied.
3. You may arrange for a finance company to purchase the Vehicle from us for the Purchase price. The Vehicle will then be sold to the order of such finance company and all references to delivery of the Vehicle shall be construed accordingly. The provisions of this Agreement relating to the Part Exchange Vehicle (if any) shall continue to apply but we shall account for the Part Exchange Allowance and any deposit paid under this Agreement to the finance company on your behalf.

PRICE

4. The Purchase Price is the price for the Vehicle, including where applicable accessories, delivery and VAT, current at the date of the order. If the rate of VAT changes between the date of order and the date of delivery, you must pay the amount current at the date of delivery. Paying a deposit to us to secure a vehicle is none refundable, if you change your mind or do not turn up then 100% of the deposit is non-refundable.

PART EXCHANGE VEHICLE

5. If we have agreed to accept a Part Exchange Vehicle at an agreed value in part payment of the Purchase Price, we shall only be bound to do so if the Part Exchange Vehicle is:-

(a) Free from any hire purchase agreements, charges or other encumbrances (together "Encumbrances") which you did not disclose to us before the date of order (b) Delivered to our place of business before we deliver the Vehicle to you (c) In the same condition (subject to only wear and tear and reasonable increase of mileage) on delivery to us as it was when we examined it before agreeing the Part Exchange Allowance and (d) Free from any problems or difficulties except those specifically brought to our attention when we agreed to accept the Part Exchange Vehicle; and you have full title to the Part Exchange Vehicle.

If you fail to satisfy any of the above conditions, we will not be obliged to accept the Part Exchange Vehicle or to allow the Part Exchange Allowance against the Purchase Price and you may be required to pay the full Purchase Price before you can take delivery.

6. If the payment required to release the Part Exchange Vehicle absolutely from any Encumbrances is greater than the amount you disclosed to us before the date of order, or if the Part Exchange Vehicle is delivered in a worse condition or with an unreasonable increase in mileage, we may nevertheless in our discretion agree with you in a reduced Part Exchange Allowance and accept the Part Exchange Vehicle.

TRANSFER OF OWNERSHIP AND RISK

7. The Vehicle will continue to belong to us until the total Purchase Price has been paid in full and the Purchase Price has been received by us in the form of cleared funds. You will, however, be responsible for any loss or damage from when it is delivered to you or delivered into custody on your behalf, and shall insure it accordingly. Ownership of the Part Exchange Vehicle will transfer to us when you take delivery of the Vehicle. If you have purchased a vehicle from us without viewing first, you take full responsibility for any marks or damages that may already be on the vehicle.

WARRANTY

8. Your Vehicle is sold "as seen" and all warranties, conditions and other terms concerning the state and condition of the Vehicle which may be implied by law are, to the fullest extent permitted by law, expressly excluded from this Agreement. The vehicle is provided with a 6-month included warranty. You acknowledge that the Purchase Price has been calculated on this basis, wear and tear items such as clutch, flywheel, tyres and brakes are not included with our warranties. Along with any electronic in car entertainment. Any warranty work that is to be carried out is strictly return to base warranty. You are liable to arrange recovery if required, we will not cover any costs towards recovery or work carried out on the vehicle by another garage/mechanic.

LIMITATION OF LIABILITY

9. Unless set out otherwise below, we limit our liability for any breach of this Agreement (and for any other liability arising out of or connected to this Agreement) to the amount of the Purchase Price. We expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss. The limitations of liability in this clause do not apply in cases of fraud, death or personal injury.

NOTICES

9. Unless stated otherwise in this Agreement any notice to be given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall be deemed to have been received in due course of post.

GOVERNING LAW AND JURISDICTION

10. This Agreement shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the Courts of England and shall be governed and construed in accordance with English Law.

TRADE SALES

11. The company does not accept any responsibility for verifying either mileage or vehicle history on trade sales.

REFUNDS

12. Cancellations of transactions and refunds to the Purchaser will only be allowed where the Vendor has breached the Consumer Rights Act.

JC Cars are a trading name of JC Vans Ltd, we are regulated by the Financial Conduct Authority. Our FCA registration number is 812281 and can be looked up on the FCA website.

JC VANS LTD – 21 CAMBRIDGE ROAD, GRANBY INDUSTRIAL ESTATE, WEYMOUTH, DORSET, DT4 9TJ. TEL: 01305 772351