#### **TERMS AND CONDITIONS**

When purchasing a vehicle from Knights Motor Company you will be given and asked to read this document. If at any point you are not happy with anything, please inform a member of staff prior to signing any agreement. Once you have signed the agreement you will be bound to the following Terms and Conditions below.

#### Distance selling scheme

We do not operate a distant selling scheme as defined by the Consumer Contracts Regulations 2013. If you choose not to view your vehicle at our premises prior to purchase, you will not be entitled to cancel your order under a 14-day cancellation period, all other Statutory Rights remain intact.

#### **Deposit**

Deposits are non-refundable. When a deposit is placed on a vehicle and you choose to cancel the agreement, the deposit paid to us associated with the transaction will be forfeited. Please leave deposits only if you are 100% happy with the purchase.

You have 14 days to complete the purchase of the vehicle, failure to do this will result in deposit being retained and the vehicle being re-advertised. You will be billed for any additional work carried out.

#### **Payments**

You are required to make full payment for your vehicle immediately upon notification by us that the vehicle is available for collection.

The final balance must be paid by bank transfer, with cleared funds received at least 24 hours prior to collection. This payment must be made on a bank working day. Therefore, if you are collecting the vehicle on a weekend or on a Monday, cleared funds must be received by the preceding Friday.

We do not accept part or full payment by debit card, credit card, PayPal, or any alternative payment method.

#### Vehicle pick up/point of sale

At the point of sale, where applicable, if works need to be carried out on your vehicle this can take approximately 10 working days, if the vehicle requires additional parts or there is a delay you will be notified via Email or Phone call. We do not accept responsibility for any knock-on effects or any claim for compensation of any description arising out of a delay.

You have been given an opportunity to fully inspect the vehicle and are 100% satisfied. Signing this form will confirm you are fully satisfied with the cosmetic and mechanical condition of the vehicle based on age and mileage.

Accessories sold with the vehicle such as mats, SD cards/CD for use of navigation, parking sensors, A/C, parking aids etc. are not subject to warranty and we will not be held liable for these unless it was listed as, "in working order", within the advert on our website only.

# Part exchange

If we choose to accept a part exchange vehicle as part of your purchase from Knights Motor Company, the following terms apply:

If we accept your vehicle in part exchange, we rely on the information provided by you, including the age, mileage, and condition of the vehicle. The part exchange vehicle must be:

- Owned by you, free of any finance or claims; or
- Subject to finance that can be settled by us, in which case the agreed part exchange value will be reduced by the amount required to clear the outstanding finance.

If we have inspected the vehicle prior to agreeing the part exchange, it must be delivered in the same condition as when inspected (fair wear and tear excepted).

We reserve the right to amend our valuation or reject the part exchange vehicle if:

- The vehicle's condition has changed or does not match your description.
- The mileage differs by more than 500 miles from the mileage given or seen during inspection.
- The vehicle has been declared a total loss by an insurer.
- A provenance/history check reveals any concerns.
- You do not have the legal right to sell the vehicle.
- The V5c is missing, incomplete, or not in your name.

If your part exchange is rejected, we may:

- Require full payment in cash; or
- Offer you a revised valuation for the vehicle.

Before we accept the vehicle, you must provide:

- All keys.
- The V5c in your name.
- Any service history or relevant paperwork.

We will not accept the vehicle without these.

We will not be responsible for any personal items, cherished number plates, or aftermarket modifications left on or fitted to your part exchange vehicle after handover. It is your responsibility to remove these prior to completing your purchase.

## Part exchange - Rider A

If any of these conditions are not met, we are not obliged to accept your part exchange, and you must pay the full purchase price of the vehicle you are purchasing from us in cash.

- The part exchange vehicle must be delivered to us on or before the collection date of the vehicle you are purchasing from us. Ownership of the part exchange vehicle will pass to us at that time. If the vehicle you are purchasing from us is ready for collection and you have not delivered the part exchange vehicle within 7 days of being notified, we may cancel the part exchange allowance.
- II. If we are unable to deliver the vehicle you are purchasing from us to you within 21 days (through no fault of our own), we reserve the right to reduce the part exchange value by up to 2.5% for every complete 21-day period after the initial 21 days.

# Recovery

Knights Motor Company do not offer a recovery transport or breakdown cover/roadside assistance as part of our service. Therefore, it is the customer's responsibility to have adequate breakdown and recovery cover. In the event of a fault being discovered or breakdown they will be fully responsible and bear all costs.

## **Courtesy or loan cars**

Knights Motor Company do not provide courtesy or loan cars. In the event of warranty repair it will be your responsibility to find alternative means of transport and bear all and any costings. Knights Motor Company cannot be held responsible for any subsequential losses that may occur as a result of a vehicle not being in use and/or alternative transport arrangements being required.

### Warranty

All vehicles, if not covered by a manufacturer warranty at the time of the sale, will be covered by a 6-month warranty from the date of the sale. Extended warranties are available for purchase upon request.

All warranties provided by Knights Motor company, either as free or sold extended warranties, are covered and administered by Warranty Solutions Group Ltd. Liability is limited to the maximum claim limit applicable to your warranty policy.

It is your responsibility to inform Warranty Solutions Group if a fault occurs with your vehicle. You must not drive the vehicle unless stated fit to do so as part of a report from your chosen roadside assistance/recovery agent. Knights Motor Company is not responsible for any consequential damage caused by continuous driving after a fault has occurred.

You are responsible for any investigation/diagnostics charge at the "introduced"/chosen repairing garage prior to a warranty claim being agreed.

Any work(s) carried out at a 3rd party garage in/not in conjunction with a 3rd party warranty, is NOT deemed as authorised by Knights Motor Company.

Warranties do not cover natural wear and tear parts in line with vehicles age and mileage. (Brakes/Tyres/Clutch/Exhaust/Oil leaks/Timing belts/chains/Plastic/Rubber/Wires etc.)

Warranties do not cover neglect or damage caused directly or indirectly by you or anyone else responsible for your vehicle.

We also do not cover damage resulting from your, or anyone else responsible for your vehicle's, failure to take reasonable preventative steps

<u>NO</u> work must be carried out at any external garage without written authorisation by Warranty Solutions Group or Knights Motor Company. Failure to do this will void the warranty. All warranty work must follow full procedure/process (please ask) and <u>NO</u> work must be carried out until authorisation has been given.

## **Consumer rights**

The term "warranty" in no way replaces statutory consumer rights. If choosing to exercise consumer rights at any point, the terms of this agreement are that the vehicle is to be returned to Knights Motor Company at your own cost, prior to repairs being approved.

If rejecting a vehicle after 30 days under the statutory Consumer Rights Act 2015, a charge of £0.45p a mile will be deducted for any mileage incurred between the invoiced and returned mileage, along with any additional charges/deductions to cover the costs of repair for additional damages or to undo/rectify modifications/alterations carried out after purchase where applicable.

In some cases, we may request an independent, court backed third party national inspection prior to rejection/repair/replacement being offered/accepted. Any rejection must be done so in writing and within the required period as stated within the Consumer Rights Act 2015. At point of requesting a rejection/repair/replacement, you must cease use of the vehicle and record the exact mileage at the point of doing so, prior to returning the vehicle for inspection.

When exercising a "repair" under the Consumer Rights Act 2015, the vehicle is to be recovered/transported, at your cost to our authorised repairing garage. We will not accept the vehicle to be driven unless stated fit to do so as part of a report from your chosen roadside assistance/recovery agent. We will not be responsible for any repairs/subsequential damage caused by a vehicle being driven with a known fault. It is your responsibility to confirm a vehicle is deemed road worthy/safe prior to driving. You are responsible for any subsequential damage caused by choosing to drive a vehicle with a known fault, without being confirmed fit to do so by an authorised representative.

Prior to any return of deposit, balance or finance unwind we require receipt of the issued V5c document. If this has not yet arrived at point of actioning a return for rejection, a £500 retainer will be held back/taken until this has been received at Knights Motor Company.

All complaints must be made in writing and emailed to hello@knightsmotorcompany.co.uk.

I AM THE BUYER OF THE VEHICLE; I HAVE BEEN GIVEN FULL OPPURTUNITY TO EXAMINE AND TRIAL THE VEHICLE AND I ACCEPT ITS CONDITION

I confirm I have read and adhere to these Terms and Conditions as contract of sale.