

# Used Car 21 Day Money Back Guarantee

## Terms and Conditions

***21 Day Money Back Guarantee offering by Inchcape UK ceased on 31st January 2024, this is no longer offered on vehicles purchased on or after the 1st February 2024.***

If you purchase an eligible used vehicle (further details of eligibility are set out below) from Inchcape and you change your mind as to its suitability or otherwise then, subject to these terms and conditions, you may return the vehicle within 21 days of the date of delivery and receive a refund of the price of the vehicle. In order to be eligible for the 21 Day Money Back Guarantee, you must return the Vehicle to the supplying dealership within the relevant 21-day period and it must be returned in the same condition as it was when you purchased it (the condition of the vehicle at the point of sale will be determined by an appraisal document completed by the Supplying Dealership).

### Definitions:

1. In these terms, unless the context requires otherwise, the following definitions apply:
  - 1.1 'Customer' (or 'you/ your') is the retail consumer purchaser of the Vehicle named on the Order Form.
  - 1.2 'Day' or 'Days' means any day including a Saturday or Sunday or Public Holiday.
  - 1.3 'Delivery' shall mean the day on which the Customer takes physical possession of the Vehicle.
  - 1.4 'Price' shall mean the price set out on the invoice for the Vehicle.
  - 1.5 'Refund Period' shall mean the period of 21 Days, the first day being the day of Delivery and ending at 16:00 on the 21st day.
  - 1.6 'Supplying Dealership' means the motor vehicle dealership owned and operated by Inchcape, from which the Customer purchased the Vehicle.
  - 1.7 'Vehicle' is a used passenger vehicle purchased from the Supplying Dealership.

### Terms and Conditions:

2. These terms and conditions apply to all consumer sales of used cars with a sales price of less than £100,000 within the Inchcape network. For the purposes of this 21 Day Money Back Guarantee "consumer" is as defined in the Consumer Rights Act 2015 and for the avoidance of doubt, these terms and conditions (and the benefit of the 21 Day Money Back Guarantee) shall not apply to any employee within the Inchcape network.
3. These terms and conditions apply to the exclusion of all others (including any verbal statement or representation) in respect of the 21 Day Money Back Guarantee. Nothing in these terms and conditions will affect or limit the statutory rights of the Customer.
4. If the Vehicle is purchased at a distance within the meaning of The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013, the Customer may within 14 days of Delivery cancel the contract and require the Supplying Dealership to refund the purchase Price subject to any applicable terms and conditions.
5. The 21 Day Money Back Guarantee is not available for Vehicles that the Supplying Dealership offered for sale on behalf of a third party under a Sale or Return agreement.
6. To be eligible for the 21 Day Money Back Guarantee, you must:
  - 6.1 notify the Supplying Dealership (by e-mail addressed to the 'Head of Business', setting out your name, address, date of purchase of the Vehicle, and vehicle registration number) of your intention to return the Vehicle and the reason for the return ("**Return Notice**"), within the Refund Period. Any Return Notice served after the Refund Period will be rejected by the Supplying Dealership and we will have no responsibility to consider your claim or accept the return of your Vehicle.
  - 6.2 make and attend an appointment to return the Vehicle to the Supplying Dealership within the Refund Period. For the purposes of this clause, the first day of the Refund Period is the date of Delivery of the Vehicle. You will be solely responsible for physically returning the Vehicle to the Supplying Dealership and any associated costs of doing so.
  - 6.3 not have covered a distance of more than 500 miles in the Vehicle during the Refund Period. For the purposes of this clause, the miles covered shall be calculated from the odometer reading at the point of Delivery.
  - 6.4 return the Vehicle to the Supplying Dealership (specifically, a member of the retail sales department) together with all keys, vehicle records and documents including the V5C (vehicle registration certificate) within the Refund Period. You remain responsible for the Vehicle and associated documents until you have returned the Vehicle to the Supplying Dealership. In the event the V5C is not returned at the same time as the Vehicle, we will deduct a sum of £500 from the refund you are entitled to to cover the costs and losses associated with the lost V5C.

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### Terms and Conditions (continued):

- 6.5 return all parts, accessories and handbooks supplied with the vehicle at the time of return of the Vehicle to the Supplying Dealership. This may include (but not limited to): parcel shelf; spare tyre; tools or tyre inflation kit; alloy wheel locking key; vehicle handbooks, and satellite navigation disc. In the event that any (or all) of these items are not returned with the Vehicle, a deduction may be made from the refund of the Price of the Vehicle.
  - 6.6 ensure that the Vehicle is insured with a fully comprehensive insurance policy from the date of Delivery until such time the Vehicle is returned to the Supplying Dealership.
  - 6.7 return the Vehicle to the Supplying Dealership in the same state and condition as on the date of Delivery.
  - 6.8 ensure that the Vehicle is free from any financial lien, charge or encumbrance at the point of return of the Vehicle to the Supplying Dealership (save for any created via the Supplying Dealership at the point of sale to the Customer).
7. In the event that any of the above terms and conditions are not met by you, the Supplying Dealership reserves the right to refuse your return of the Vehicle or to deduct a reasonable sum from the Price to put the Vehicle back in the condition it was in at the time of Delivery.
  8. A Customer, or any customer using the same address as the Customer, may only claim under this 21 Day Money Back Guarantee once in a 24-month period commencing with the first claim.

### Vehicle Condition:

9. Upon return of the Vehicle to the Supplying Dealership, the Vehicle will be inspected and the appraisal condition report completed in accordance with our retail standards by the Supplying Dealership. If the Supplying Dealership accepts the return of the Vehicle, the Supplying Dealership shall be entitled to deduct from the refund of the Price the reasonable costs of rectification of any damage caused to the Vehicle whilst the Vehicle was in the possession of the Customer, and that the Supplying Dealership reasonably believes are required to restore the Vehicle to the condition it was in at the time of Delivery and the retail standards applicable to the Vehicle. Damage may include (but is not limited to) the following: scratched or damaged wheels or tyres; damaged paintwork, bodywork, glass or interior; scratches, dents, stains; removal or rectification due to the addition of non-genuine or non-standard parts or accessories, engine retuning, remapping, etc; damage or excessive soiling caused by any means including children or animals, etc; or any other issues noted that detract from the Vehicle's value since purchase. If any deductions to the refund are to be made for any reasonable costs of rectification work needed, the Supplying Dealership will advise you before the refund is made.

### Refund and Additional Costs:

10. Subject to Clause 6, the Supplying Dealership shall refund the Price, less any deductions (including any sums required to settle any financial lien, charge or encumbrance or repair costs under Clause 4.8), to the Customer within 14 days of the Customer returning the Vehicle and those items listed in Clause 4 to the Supplying Dealership. The refund shall be paid in £ pounds sterling via an electronic transfer to the payment card from which the Price was paid. Please note that no repayment shall be made until the V5C has been returned to the Supplying Dealership (if the V5C was not provided in accordance with Clause 5.4).
11. Please note that the above returns policy will be void if any track, race, rally (motorsport), taxi or commercial use, or off-roading occurs that would impact the condition of the Vehicle; for the avoidance of doubt, the 21 Day Money Back Guarantee only supports standard road use during the 21 day period.
12. We reserve the right to refuse the return of the Vehicle and a refund if we suspect any breach of applicable law, including in relation to fraud, money laundering, or other dishonesty relating to the purchase of the Vehicle or conduct during the Refund Period.
13. Cherished plate transfers are the responsibility and at a cost to the Customer.
14. Any costs incurred by the customer i.e. Road Fund Licence and comprehensive insurance, will not be refunded by the Supplying Dealership.
15. No reimbursement will be made for any fuel left in the Vehicle at the point of return.
16. Nothing in these terms affects your statutory rights as a consumer.

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### Warranty and additional Products:

17. Any Inchcape warranty, Club SmartGuard purchased with the Vehicle from us will be refunded and cancelled.
18. If you have purchased Inchcape Asset Protection via CarCare Plan Limited, the Customer is responsible for advising them that they wish to cancel the policy and obtain a refund.
19. Once the Vehicle has been returned to the Supplying Dealership, it will notify the Warranty Provider and any 90-day warranty or any other service contract arranged through the Dealership will be automatically terminated.
20. If you have purchased a service plan, it is your responsibility to notify the service plan provider that you wish to cancel your service plan. You will be responsible for any cancellation fees that are incurred as a result of this cancellation.
21. If GardX has been applied to your Vehicle you will receive a full refund provided that you return the unused Aftercare Kit to the dealership.

### Finance Agreements:

22. If you have financed your Vehicle and wish to return your vehicle to us, we will arrange for your finance agreement to be cancelled before any payment is taken by the finance company. Your finance balance will be refunded with no charges or interest applied.

### Part Exchange:

23. Where part payment of the Price was made by way of a part exchange vehicle (the "Part Exchange Vehicle"), the Supplying Dealership will endeavour to return the Part Exchange Vehicle to you. However if, during the Refund Period, works have been undertaken to the Part Exchange Vehicle in preparation for its sale or the Supplying Dealer has settled any finance agreement applicable to that Part Exchange Vehicle or the Part Exchange Vehicle has been sold, the Supplying Dealership will include an amount equal to the valuation of the Part Exchange Vehicle in the amount to be repaid to you. In such circumstances, we'll reimburse the amount allowed for the Part Exchange Vehicle as set out on the Vehicle Invoice, net of the amount of any finance settlement paid by us.
24. If a return of the original Part Exchange Vehicle is possible, any return of the Part Exchange Vehicle would be without any liability for the condition of the Part Exchange Vehicle, and any works that have been undertaken to prepare the Part Exchange Vehicle for re-sale will be deducted from the refund you receive for the Vehicle.
25. If we determine that the Part Exchange Vehicle is unroadworthy (under the provisions of the Road Traffic Act 1988), we may not be able to return it to you.

### General:

26. We reserve the right to vary the terms and conditions of or withdraw the 21 Day Money Back Guarantee at any time (provided that no such variation or withdrawal will affect your rights in relation to a vehicle already purchased at the time the variation or withdrawal comes into effect). In the event of any dispute as to the interpretation of these terms and conditions, the application of the same or otherwise, the decision of the Supplying Dealership shall be final.
27. Save for the Price, the Supplying Dealership shall not be liable for any claims, demands, damages, expenses or costs (including, without limitation, legal costs) incurred or made against it howsoever arising, whether directly or indirectly arising from the 21 Day Money Back Guarantee.
28. In the event of any conflict between these terms and conditions and those contained on the Order, these terms and conditions shall prevail.
29. These terms and any document expressly referred to in them represents the entire agreement between you and us in relation to the 21 Day Money Back Guarantee.
30. A person who is not a party to the 21 Day Money Back Guarantee shall not have any rights under or in connection with it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
31. The 21 Day Money Back Guarantee is governed by the laws of England and Wales.