



# **DRIVERS OF PRESTATYN**

## **Terms and Conditions**





**Drivers of Prestatyn Ltd**  
www.driversofprestatyn.co.uk  
Nant garage, Prestatyn Road, Prestatyn LL19 9LE



**Drive in to Drivers, Your local dealership**

## **Drivers of Prestatyn Ltd Terms and Conditions**

### **1 Parties**

**1.1** Drivers of Prestatyn Ltd ("Drivers", "we", "us" or "our") operates [www.driversofprestatyn.co.uk](http://www.driversofprestatyn.co.uk) and Nant Garage, Prestatyn Road, Prestatyn LL19 9DG (the "Site"). We are registered in England and Wales under company number 1992376 and have our registered office at Nant Garage, Prestatyn Road, Prestatyn, Denbighshire, Wales, LL19 9DG Our VAT number is GB 420 0395 02.

**1.2** You are the customer ("You" or "Your") who places an order on the Site.

### **2 Your Order**

**2.1** Your purchase details are specified on Your order form ("Your Order") and will include the make, model, price and fees (including an admin fee ("Admin Fee") and Delivery Charge (if applicable), of the vehicle You are purchasing (the "Vehicle").

**2.2** Your Order will specify Your details as the recipient of the Vehicle.

**2.3** A contract is formed between You and us comprising Your Order and these terms and conditions ("Terms") when You complete an order with Drivers of Prestatyn and we accept Your Order (collectively, the "Contract") save in the event that You pay for Your Order using third-party finance introduced by ourselves or arranged by You. If You enter into a third-party finance agreement to pay for Your Order, we will sell Your Vehicle to the third-party finance provider – see section 5 below.

**2.4** If we accept Your Order, we will send You an email confirmation of Your Order.

**2.5** In the event of any conflict, inconsistency or ambiguity between Your Order and these Terms, Your Order will take precedence.

**2.6** While we try to make sure that all prices on our Site are accurate, errors sometimes happen. If we discover an error in the price of goods or services You have ordered, we will tell You as soon as possible and give You the option of reconfirming Your Order at the correct price or cancelling it. If we can't contact You, we will treat Your Order as cancelled. If You cancel and You have already paid, You will receive a full refund. If You cancel and You are financing Your Vehicle, You will need to contact your finance provider to cancel Your finance agreement as set out in Section 13.

**2.7** If you buy a Vehicle from us in a business capacity or for a commercial purpose, you are a "Business Customer". If You are a Business Customer, then You may not be covered by the warranties in sections **3.3** and **3.4** may not apply to Your Contract. Please refer to these sections for more details. If You are a Business Customer, You might not be eligible for some of the third-party finance arrangements introduced by us. You should read the terms of the finance agreement carefully to ensure that You are eligible.

### **3 Your Vehicle**

**3.1** Prior to delivery or collection, the Vehicle will have undergone a 118 point mechanical and specification inspection as part of our preparation of the Vehicle for sale. The Vehicle will also have an MOT.

**3.2** Subject to sections 3.3 and 3.4 below, Drivers of Prestatyn provides You with 12 Month warranty and MOT Insurance for the Vehicle free of charge. Assuming the exclusions in sections 3.3 and 3.4 don't apply to You, You will automatically be opted in for this 12 Month warranty at the time of purchase, but You can cancel this benefit if You require before You place Your Order. If You remain opted-in for this benefit, Your contract for it will be on these terms. Your direct contractual relationship will be with Drivers of Prestatyn for the 12 month and with our third-party MOT insurance provider for the MOT Insurance coverage.

**3.3** You can choose to buy an extended warranty by contacting Drivers of Prestatyn, by telephone on 01745 858100. To facilitate any extended warranty you might purchase, our third-party warranty provider (The WMS Group Ltd) will administer your warranty. This doesn't cover Your Vehicle or cost You anything unless You choose to buy an extended warranty at a later date. If Your Vehicle still benefits from a manufacturer's warranty and that warranty expires within 12 months after Delivery or Collection, you can buy an extended warranty for the rest of that 12-month period from our third-party warranty provider by contacting Drivers of Prestatyn by telephone on 01745 858100. In each case, if you buy an extended warranty, your direct contractual relationship will be with our third-party warranty provider on their terms. You can opt out of the suspended, inactive warranty by contacting us on 01745 858100. You cannot buy an extended warranty if your Vehicle is a van, or if the suspended, inactive warranty or manufacturer's warranty (as applicable) on Your Vehicle has expired, if Your Vehicle still benefits from a manufacturer's warranty that lasts for 12 months or longer after Delivery or Collection, or if you opted out of the suspended, inactive warranty.

**3.4** If you will be using the Vehicle for hire and reward, the warranty and MOT Insurance coverage in section 3.3 will not apply to Your Order. Other exclusions apply - please see these terms for more information.

**3.5** Drivers of Prestatyn does not provide any manufacturer's guarantee for the Vehicle. If and to the extent that a manufacturer's guarantee and / or roadside assistance programme endures from a previous period of ownership of the Vehicle and You are entitled to receive the benefit of this, Drivers of Prestatyn reserves the right to provide only the difference between the 12 month warranty and that amount of coverage from which the Vehicle will continue to benefit from the point of Delivery or Collection (as defined below).

**3.6** The Vehicle may previously have been used as a lease or rental Vehicle or have had multiple users. It may also have been imported from another country. We will use reasonable endeavours to provide You with any additional information in our possession about the Vehicle on Your request. However, if You have any questions about the previous use of the Vehicle or have specific requirements You are advised to discuss these with us before placing Your Order.

**3.7** The mileage on the Vehicle may vary to that stated on the Site as a result of, for example, transport to our refurbishment facility and delivery to You or to a Drivers of Prestatyn prep Centre. The vehicle mileage may vary by more than 100 miles from the amount stated on the Site. This is due to the mileage being rounded down to the nearest 1000 miles. Also this may be due to the type of transport used to deliver the Vehicle to our refurbishment facility and to You or Drivers of Prestatyn.

**3.8** References to "Leather" on the Site may not be genuine or 100% leather but rather partial leather or an artificial substitute.

**3.9** The images of the Vehicle on our Site are for illustrative purposes only. Although we make every effort to display the Vehicle accurately, we do not guarantee that the images of the Vehicle on the Site exactly reflect the actual appearance of the Vehicle. In addition, although we make every effort to describe the colour of the Vehicle accurately, You may consider that the colour description of the Vehicle differs from the actual appearance of the Vehicle. We do not guarantee that the colour of the Vehicle exactly reflects the description. If You believe that the Vehicle You purchased differs from the way it is depicted on our Site, You have the right to refuse to Collect or to accept the Vehicle or return the Vehicle and seek a refund in accordance with these Terms.

**3.10** Whilst we make every effort to describe the vehicle accurately, the data displayed details the usual specification of the most recent model of this vehicle. It is not the exact data for the actual vehicle being offered for sale and data for older models may vary slightly. We recommend that you always check the details with a member of our sales team prior to purchase. It remains the customer's responsibility to ensure the vehicle being purchased fits their needs and is fit for their requirements.

**3.11** We check Your Vehicle for manufacturer recall notices at the point Your Vehicle arrives in our workshops. To the extent any recall notices are identified at that time we will endeavour to resolve the recall issue with the manufacturer. After this point we do not make any further recall checks.

**3.12** We do not give or make any representation, warranty or undertaking that Your Vehicle will not be subject to a manufacturer's recall notice at the point of sale or at any time in the future.

**3.13** If Your Vehicle is subject to a manufacturer's recall notice at the point of sale and we cannot resolve the recall issue with the manufacturer prior to Delivery or Collection, Drivers of Prestatyn may cancel Your Order at any point before the Vehicle is delivered or collected. If we do this, we will refund all payments received for the Vehicle (including any amount You paid for Delivery).

**3.14** If we identify a quality issue with Your Vehicle prior to Delivery or Collection and we are unable to fix this issue or it is not practical for us to do so (for example, if fixing the issue would be too expensive), Drivers of Prestatyn may cancel Your Order at any point before the Vehicle is delivered or collected. If we do this, we will refund all payments received for the Vehicle (including any amount You paid for Delivery).

## **4 Payment and Charges**

**4.1** You can only pay by credit or debit cards listed and to the maximum payment of £1000. You can pay cash to the maximum payment of £200. You may also arrange third-party finance in order to pay for Your Vehicle - see section 5 below. We accept payments by bank transfer. We use third-party providers to process payments made at Drivers of Prestatyn. The processing of Your payment will be under a contract directly between You and the third-party.

**4.2** Card payments. For card payments, Your payment is governed by Clovers terms and conditions (or their equivalent or replacement from time to time). It is Your responsibility to read the relevant terms and ensure that You understand and agree to be bound by them. By paying by card, You authorise us to send instructions to Your card issuer to take payments from the linked account for the payment of Your vehicle and any subsequent related transactions. We will inform You of any amounts before sending instructions to the card issuer.

**4.3** We do not accept any of the following methods of payment when You place Your, personal cheques, business cards, banker's drafts or building society cheques. Bank transfers are the preferred method of transactions.

**4.4** You will receive an email confirmation of Your payment for the Vehicle.

**4.5** Your Order includes the purchase price, (an Admin Fee, all Delivery Charges, if applicable) and, in the case of a Vehicle purchased using third-party finance, may include a deposit ("Deposit") it may include the Vehicle's tax or Vehicle's registration fees, to the extent applicable. The cost of the Vehicle's first registration fees (if applicable) will be charged in addition to the purchase price at the applicable rates.

**4.6** You will be required to register and pay for vehicle tax at the point that You accept Delivery of or Collect the Vehicle.

**4.7** The purchase price includes VAT (where applicable) at the current rate chargeable in the United Kingdom on the date of purchase.

**4.8** From time to time we may offer products at sale or promotional prices. Any such offers will apply to selected products and will be subject to availability. Delivery charges, conditions and geographical exclusions may apply. Please refer to individual product pages for pricing. We may also offer delivery and services at a reduced rate as part of a promotion. This would be subject to availability and can be withdrawn at Drivers of Prestatyn's discretion.

## **5 Finance Agreement**

**5.1** You may be eligible to pay for Your Vehicle on finance through our third-party finance providers.

**5.2** Drivers of Prestatyn Ltd acts as a credit broker and an intermediary for general insurance products but not as a lender.

**5.3** Drivers of Prestatyn Ltd is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (the FCA) and whose registration number is 313486. Permitted activities include advising on and arranging general insurance contracts and acting as a credit broker not a lender\*

We can introduce you to a limited number of finance providers and may receive a commission from them for the introduction. All finance applications are subject to status, terms and conditions apply, UK residents only, 18s or over, Guarantees may be required.

**5.4** If You choose to apply for finance for Your Vehicle You can do so. Approval for Your finance ordinarily takes several minutes but it may take longer. Please note that APRs provided are representative only.

**5.5** Once You complete Your application we will share Your personal information (including financial information) with another broker, Black Horse Finance Limited, specific terms for which are here.

**5.6** If You enter into a finance agreement, You undertake to register as the keeper/owner of the Vehicle as soon as possible following Delivery or Collection (as applicable).

**5.7** Black Horse Finance Limited will introduce You to a finance party whose terms will be provided when You sign Your finance documents.

**5.8** If You are using third-party finance, to ensure delivery or collection of Your Vehicle can take place, You will need to sign Your finance documents after You have paid Your Deposit but at least 48 hours before taking delivery of or collecting Your Vehicle.

**5.9** If You finance Your Vehicle from a third-party finance provider, You must understand that:

- **5.9.1** we will no longer sell Your Vehicle to You. We will sell it to the finance provider who will supply it to You on the terms of the finance agreement. The finance provider will own it until You get title to it under the terms of the finance agreement;

- **5.9.2** Section 11 explains Your right of withdrawal;

- **5.9.3** notwithstanding that we are no longer selling You the Vehicle we undertake to You that we shall remain bound to You by the following sections of these Terms and Conditions (save as expressly amended for third-party finance agreements):

## **6 Collection**

This section 6 applies for Collection Your Vehicle.

**6.1** We offer Collection of the Vehicle at a Drivers of Prestatyn, Nanat Garage, Prestatyn Road, Prestatyn LL19 9LE.

**6.2** Collection of Your Vehicle will take place on the date and time shown in Your Order ("Collection"), unless we tell You otherwise.

**6.3** Only You are eligible to Collect the Vehicle.

**6.4** When You Collect the Vehicle, You may be asked to show Your photographic UK driving licence to the Sales Executive to verify Your identity and a utility bill to verify Your address. We may refuse to allow You to Collect the Vehicle or any other product(s) if You don't provide this identification when we ask.

**6.5** If You cannot make your scheduled Collection time, You must contact Drivers of Prestatyn by telephone on 01745 858100. If You do this at least 24 hours before the scheduled Collection time, we will rearrange Collection at no extra cost to You. If You do this less than 24 hours before the scheduled Collection time, we may charge You £250 to rearrange Your Collection.

**6.6** On Collection, You must confirm receipt to the Sales Executive. You must sign our receipt to confirm that You have received the Vehicle, and that it meets the specification in Your Order.

**6.7** Where You pay for the Vehicle, ownership of the Vehicle will pass to You once: (i) we have received full payment of the purchase price (and any other amounts due) in cleared funds; (ii) we have accepted Your Part Exchange Car as partial payment of the purchase price (if applicable); and (iii) You have accepted Your Vehicle by signing our pro-forma invoice (in accordance with section 7.6 above). Where You have entered into a third-party finance agreement You should be aware that ownership of the Vehicle will remain with the finance provider and the finance agreement will set out when and if title to the Vehicle will pass to You.

**6.8** We will own the Vehicle until each of the conditions set out in section 7.7 has been satisfied. We will notify the DVLA of the change in ownership. You should contact the DVLA if You do not receive Your V5 log book within 1 month after Collection.

## **7. Supaguard Paint & Fabric Protection**

**7.1** If You select and purchase Paint & Fabric Protection, we will apply a one-time protective coating to Your Vehicle before Delivery or Collection. You will also enter into a direct guarantee contract for the Paint & Fabric Protection coating on Your Vehicle with our Paint & Fabric Protection partner Supagard on these terms.

**7.2** Supagard will send You a link to the email address You used to buy Your Vehicle to enable You to register and manage Your guarantee (including information on how to make a claim).

**7.3** Once You have completed Your purchase, we will apply the Paint & Fabric Protection treatment to Your Vehicle and we can't then take it off, so You won't be able to cancel Your Paint & Fabric Protection purchase. If You return Your Vehicle under the 7-Day Money Back Guarantee or if You are otherwise entitled to do so (for example, under Your statutory rights), we will issue a refund to You for Your Paint & Fabric Protection purchase.



## **8. Drivers of Prestatyn Service Plan**

**8.1** If You select and purchase a Drivers of Prestatyn Plan at the point of invoice You will enter into a service contract with us on these terms.

**8.2** You will be sent a link via email which you can use to create and authenticate your Drivers of Prestatyn account. Once Your Drivers of Prestatyn Service Plan account has been set up you will be able to book servicing work and MOTs under your Drivers of Prestatyn Plan.

**8.3** You are entitled to cancel Your Drivers of Prestatyn Service Plan at any time by calling Drivers of Prestatyn on 01745 858100. Depending on when you cancel you may be entitled to a refund- see the terms and conditions you receive for more information.

**8.4** Drivers of Prestatyn Service Plan is regulated by GMAC, Drivers of Prestatyn may receive commissions for introducing customers to GMAC.

## **9. 7-Day Money Back Guarantee(the 'Agreement')**

**9.1** In addition to Your statutory cancellation rights where You are a cash customer (set out in section 12 below) or any right of withdrawal You are entitled to where you are a finance customer (set out in section 13 below), Drivers of Prestatyn provides You with a money back guarantee ("7-Day Money Back Guarantee")(the 'Agreement') from the date of Delivery or Collection of the Vehicle for a period until 6pm seven days later ("7-Day Money Back Guarantee Period")(the 'Agreement')

**9.2** During the 7-Day Money Back Guarantee Period, You may request to cancel Your Order and return the Vehicle to us, provided You have not damaged the Vehicle or drive more than 250 miles during the 7-Day Money Back Guarantee Period. If You have, we have discretion whether to allow the 7-Day Money Back Guarantee or not and Drivers of Prestatyn may reject Your Vehicle return. If You have paid for the Vehicle by entering into a third-party finance agreement You will also need to tell the finance provider that You wish to withdraw from Your finance agreement. You should read section 11 which explains this in more detail.

**9.3** Where You have paid for the Vehicle Yourself and not entered into a finance agreement and You wish to exercise the 7-Day Money Back Guarantee, Drivers of Prestatyn will return to You the purchase price of the Vehicle as specified in Your Order, (including the Admin Fee and Delivery Charge (if applicable), except for:

**9.3.1** £1 will be deducted for each mile You have driven above the 250-mile limit (calculated against the Vehicle's mileage noted on Your Delivery or Collection receipt); and

**9.3.2** the cost to repair any damage to the Vehicle while You were responsible for it.

**9.4** Where You have paid for the Vehicle by entering into a finance agreement and You wish to exercise the 7-Day Money Back Guarantee, then instead of issuing You with a refund for the Vehicle, Drivers of Prestatyn will return to the finance provider the amount which is payable by You to the finance provider under the Finance agreement when You exercise Your right to withdraw from that agreement (see section 12 below) provided that You comply with Your obligations set out in these Terms and Your Vehicle is returned to Drivers of Prestatyn. On returning Your Vehicle to Drivers of Prestatyn, You will be required to pay to Drivers of Prestatyn the sums set out in sections 9.3.1 and 9.3.2 above. Drivers of Prestatyn will also refund the Admin Fee and Delivery Charge to You (if applicable).

**9.5** To be eligible for the 7-Day Money Back Guarantee:

**9.5.1** in the past 12 months, neither You nor anyone in Your household must have claimed under the 7-Day Money Back Guarantee or any similar guarantee we provide for subscribing to a car; and

**9.5.2** You must book the return of the Vehicle to take place within 14 days after You request a return from us (the "Return Period"); and

**9.5.3** You must not use the Vehicle (or let anyone else use the Vehicle) after expiry of the 7-Day Money Back Guarantee Period.

## **9.1 30 DAY VEHICLE EXCHANGE PROGRAMME**

Any Drivers Approved Used Vehicle purchased from Drivers of Prestatyn, that develops a fault within 30 days of the delivery date, and the fault cannot be rectified may be exchanged for another approved used vehicle, at Drivers of Prestatyn. Terms &Condition's apply

### **TERMS AND CONDITIONS**

**9.1.1.** Subject to the following terms, any Citroen or Peugeot Drivers Approved Used Vehicle purchased from Drivers of Prestatyn of Approved Used Vehicle status, that develops a fault within 30-days of the delivery date, and the fault cannot be rectified may be exchanged for another Approved Used Vehicle (the Replacement Vehicle), at Drivers of Prestatyn, provided that;

- a) the fault is mechanical or a defect in materials or workmanship on the vehicle and such a fault is apparent to the Dealership (acting reasonably);
- b) the Drivers Approved Used Vehicle is returned to Drivers of Prestatyn within 30-days of the delivery date;
- c) that the dealership is satisfied that the Customer is a private purchaser (and not a trade purchaser or otherwise);
- d) the Drivers Approved Used Vehicle has covered no more than 1,000 miles since delivery to the Customer;
- e) the Dealership is satisfied that the Drivers Approved Used Vehicle is in the same condition as it was at the time of delivery to the Customer, save for the presence of the fault and fair wear and tear, and for the avoidance of doubt the vehicle shall not have been involved in any accident or damaged in any way.
- f) the Dealership is satisfied that the Customer owns the Drivers Approved Used Vehicle and is fully entitled to exchange it under this agreement

**9.1.2.** The Customer may choose for exchange any Drivers Approved Used vehicle available for sale at Drivers of Prestatyn, provided that:

- a) It is of an equal or higher price to the original Drivers Approved Used Vehicle, and
- b) It is readily available from the same Drivers Approved Used stock

**9.1.3.** Before any exchange is effected under this agreement, the Customer shall be responsible for making all the necessary arrangements relating to terminating, taking out or otherwise dealing with the financial arrangements for the purchase of the original Drivers Approved Used Vehicle. Any exchange shall be subject to the Dealership being satisfied with such arrangements. In particular, if the original Drivers Approved Used Vehicle is subject to a Finance Agreement, a new Finance Agreement of the same type must be completed, and the relevant deposits paid by the customer.

**9.1.4.** Where the Customer wishes to exchange a Drivers Approved Used Vehicle for a Replacement Vehicle with a higher price, the exchange will not take place until the Customer has paid the Dealership the price difference.

**9.1.5.** The Customer will be solely responsible for any additional costs incurred in the exchange for licensing or insurance. Any such costs must be paid for in full prior to completion of the exchange.

**9.1.6.** This agreement only applies to the Drivers Approved Used Vehicle detailed above. Only one exchange within the 30-day period will be permitted, and this Agreement shall not apply to any Replacement Vehicle.

**9.1.7.** This Agreement does not affect any of the Customer's statutory rights.

## **10 Your Cancellation Rights: where You have paid for the Vehicle**

**10.1** You can cancel Your Order with us at any point before the Vehicle is delivered or collected by contacting Drivers of Prestatyn at [info@driversofprestatyn.co.uk](mailto:info@driversofprestatyn.co.uk) or on 01745 858100.

**10.2** Where You have paid for the Vehicle on the Site Yourself, You have the cancellation rights set out in this section. Where You have entered into a third-party finance agreement through the Site, Your rights are slightly different because we are no longer supplying the Vehicle to You and instead the Vehicle is being provided to You by the finance provider. Your rights in this situation are explained in section 13 below.

**10.3** After Delivery or Collection of the Vehicle, under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 You have the right to cancel Your Contract within 14 days after Delivery or Collection without giving any reason.

**10.4** If You cancel Your Contract within the 14-day cancellation period, we will refund all payments received for the Vehicle (including the Admin Fee and any amount You paid for Delivery). However, we are permitted by law to reduce Your refund to reflect any reduction in the value of the Vehicle, for example, costs associated with mileage You have incurred on the Vehicle and the costs to repair any damage that may have occurred during the period in which You were responsible for the Vehicle.

**10.5** You have a legal obligation to handle and take reasonable care of the Vehicle while it is in Your possession. If You fail to comply with this obligation, we may have a right of action against You for compensation. If the value of the Vehicle is diminished as a result of Your use, we may recover such diminished value from You either directly or by reducing the value of any refund due by that amount.

**10.6** To cancel Your Contract under this section 12, You must inform us of Your decision to cancel by 5pm on the 14th day after Delivery or Collection of Your Vehicle was accepted by You. This must be done by telephone by calling Drivers of Prestatyn on 01745 858100 or by using the model cancellation form in section attached.

**10.7** You will need to provide us with Your name, postal address, and where available, Your telephone number and email address.

**10.8** Your cancellation will be effective from the point at which you return the Vehicle.

**10.9** We will aim to contact You within two days of receiving Your cancellation request, including to arrange return of Your Vehicle. If You have not heard from us within this time, please contact Drivers of Prestatyn on 01745 858100 or [info@driversofprestatyn.co.uk](mailto:info@driversofprestatyn.co.uk).

**10.10** Upon cancellation, the Vehicle must:

- **10.10.1** be free of all financial charges other than the one created by this Contract;
- **10.10.2** be in the same condition You received it except for reasonable wear and tear or any mechanical problem that becomes evident after Delivery or Collection that was not caused by You;
- **10.10.3** be without damage or having been in an accident (otherwise we will be entitled to recover from You any loss in value of the Vehicle as set out in sections 12.3 and 12.4 above); and
- **10.10.4** not have incurred more than 250 miles since Delivery or Collection otherwise we will charge You an excess mileage charge of £1.00 per mile for each mile above the 250 mile limit.

If You exercise Your legal right to cancel, You must promptly return the Vehicle's V5 log book to us if it's in Your possession. We will issue the refund as soon as possible once we receive the Vehicle, but we may withhold £200 from Your refund until we receive the Vehicle's V5 log book.

**10.11** We will issue Your refund, in accordance with section 11 above or this section 12, using the payment method which You used to pay for the Vehicle save that any refunds for Part Exchange Cars (defined in section 13.7 below) will be undertaken via bank transfer. In the event that Your payment is refunded but we subsequently discover a defect sustained during Your period of ownership we reserve the right to debit a compensatory amount from Your credit or debit card.

Please note that this section 12 is not intended to be a full description of all Your legal rights. Full details of Your rights can be obtained, in the UK, from Your local Citizens' Advice Bureau or Your Local Authority's Trading Standards Office.

## **11 Your Right of Withdrawal: where You have entered into a finance agreement to pay for the Vehicle**

**11.1** If You have entered into a finance agreement to pay for the Vehicle You will be given a right to change Your mind and withdraw from the finance agreement under s66A of the Consumer Credit Act 1974 without giving any reason. The exact terms of the right to withdraw will be set out in the finance agreement itself. If You exercise the right, it will bring the finance agreement with the finance provider to an end. It does not automatically mean that You can pull out of buying the Vehicle but Drivers of Prestatyn will allow You to exercise the 7-Day Money Back Guarantee on the terms set out in section 9.

**11.2** If You wish to exercise the 7-Day Money Back Guarantee You must at the same time tell Your finance provider that You wish to withdraw from the finance agreement by calling them or writing to them on the contact details provided in the finance agreement.

**11.3** You must then ensure that You follow the procedures set out for return of the Vehicle within the Return Period as set out in section 12 above. On return of the Vehicle, Drivers of Prestatyn will pay to the finance provider the amounts payable by You on Your withdrawal from the finance agreement (the "Finance Amount").

**11.4** If You fail to arrange for return of the Vehicle within the Return Period You will not be able to benefit from the 7-Day Money Back Guarantee but You will remain liable to pay the finance provider the Finance Amount as explained in the finance agreement.

**11.5** In addition to the 7-Day Money Back Guarantee set out above, we will extend to You the benefit of the cancellation rights under section 10 above that would be available to a cash paying customer. If You wish to exercise these rights You must do so within 14 days after Delivery or Collection. On return of the Vehicle we will repay to the finance provider the Finance Amount. However, as set out in section 10 above, we may charge an amount to reflect any reduction in the value of the Vehicle, for example, costs associated with mileage You have incurred on the Vehicle and the costs to repair any damage that may have occurred during the period in which You were responsible for the Vehicle. You must return the Vehicle's V5 log book to us on return of the Vehicle for us to repay the finance provider the Finance Amount.

**11.6** You must take reasonable care of the Vehicle while it is in Your possession. If the value of the Vehicle is diminished as a result of Your use, we may recover such diminished value from You.

**11.7** To exercise Your cancellation rights under this section 10, You must inform us of Your decision to cancel by 5pm on the 14th day after Delivery or Collection of Your Vehicle was accepted by You. This must be done by telephone by calling Drivers of Prestatyn on 01745 858100 or by using the model cancellation form in section attached.

**11.8** You will need to provide us with Your name, postal address, and where available, Your telephone number and email address.

**11.9** Your cancellation will be effective from the point at which you return the Vehicle.

**11.10** We will aim to contact You within two days of receiving Your cancellation request, including to arrange return of Your Vehicle. If You have not heard from us within this time, please contact Drivers of Prestatyn on 01745 858100 or [info@driversofprestatyn.co.uk](mailto:info@driversofprestatyn.co.uk).

**11.11** Upon cancellation, the Vehicle must:

- **11.11.1** be in the same condition You received it except for reasonable wear and tear or any mechanical problem that becomes evident after Delivery or Collection that was not caused by You;
- **11.11.2** be without damage or having been in an accident (otherwise we will be entitled to recover from You any loss in value of the Vehicle as set out in sections 10.3 and 10.4 above); and
- **11.11.3** not have incurred more than 250 miles from the date of Delivery or Collection otherwise we will charge You an excess mileage charge of £1.00 per mile for each mile above the 250 mile limit.

**11.12** You must promptly return the Vehicle's V5 log book to us if it's in Your possession. We will withhold £200 as deposit until the return of the V5.

## **12 Vehicle Returns**

**12.1** If You exercise Your rights under the 7-Day Money Back Guarantee under section 9 or Your right of cancellation under section 10, or if You exercise Your withdrawal or cancellation rights under section 12, You may then purchase a different Vehicle from Drivers of Prestatyn and may benefit from 12 month warranty and MOT insurance cover (subject to the exclusions outlined in sections 3.5.).

**12.2** If You return a vehicle more than once within a 12 month period, You are not eligible for free return of the vehicle. You will incur a charge of £250 per vehicle for any further vehicle returns.

**12.3** If You return a vehicle more than once in any 12 month period, we reserve the right not to accept any future order from You.

## 13 Part Exchange

**13.1** If You wish to provide us with a car in full or partial consideration for the value of Your Vehicle ("Part Exchange Car") You must be the registered owner of the car and must elect to undertake the part exchange on site at Drivers of Prestatyn.

**13.2** You must provide us with any information regarding the Part Exchange Car which we may reasonably request.

**13.3** If we agree to consider Your Part Exchange Car, we require that You make the Part Exchange Car available for our inspection on the Delivery or Collection of Your Vehicle. We are not obliged to provide a part exchange option when selling the Vehicle to You and our decision to examine and value a Part Exchange Car, including the valuation we give, is solely at our discretion.

**13.4** If Your Part Exchange Car has outstanding finance, You must declare this to us when providing details of Your Part Exchange Car. You must provide accurate information about Your finance provider and the settlement figure.

**13.5** To use Your Part Exchange Car with outstanding finance to contribute towards the purchase of Your Vehicle:

- **13.5.1** You must have a settlement letter from Your finance provider that is valid for not less than 7 days after the date of Delivery or Collection of Your Vehicle; and
- **13.5.2** if the amount of the outstanding finance exceeds our valuation of Your Part Exchange Car, You must pay Us the difference (the "Negative Equity Amount"), or if You are buying with finance, Your Deposit will need to be greater than the Negative Equity Amount.

**13.6** We don't have existing relationships with all vehicle finance providers. So, if Your Part Exchange Car has outstanding finance, we might need Your help contacting your finance provider to clear the outstanding finance on Your Part Exchange Car, both before and after you hand over Your Part Exchange Car to us. You agree to provide any information and assistance that we reasonably request to do this. If your finance provider refuses or otherwise fails to clear the outstanding finance on Your Part Exchange Car, we may require you to make an additional cash payment equal to the outstanding finance amount or to return Your Vehicle to us. We will contact you if this happens.

**13.7** For the avoidance of doubt we are entitled to amend any valuation for, or reject, a Part Exchange Car for any reason, including but not limited to circumstances where a Part Exchange Car:

- **13.7.1** has changed condition since we provided the Part Exchange Car valuation or the condition of the Part Exchange Car does not match the description given by You; or
- **13.7.2** has a discrepancy in the recorded mileage or the legal registration or chassis number; or
- **13.7.3** has been in a major accident or is categorised as insurance category C or D, or has been subject to a total loss claim; or
- **13.7.4** any other issue is identified by an HPI check or car history check on the Part Exchange Car; or
- **13.7.5** is not Your property to dispose of or You do not have the right to sell it; or
- **13.7.6** is missing or has an incomplete V5 registration document or such documentation is not in Your name; or
- **13.7.7** still has a finance marker on it at the point of pickup or the amount of outstanding finance is different from the amount You Subscribed; or
- **13.7.8** is an imported vehicle (e.g. left-hand drive) or was not first registered in the UK; or
- **13.7.9** has been used for taxi, private hire, chauffeur or rental purposes, driving tuition or as a police vehicle or used by a local authority; or
- **13.7.10** does not have a valid MOT or is due for a service in the next 100 miles; or
- **13.7.11** has any mechanical or electrical fault (including or not limited to problems with steering, transmission, clutch, gearbox, suspension or brakes).

**13.8** When handing over a Part Exchange Car to us You must provide:

- **13.8.1** all sets of keys to the Part Exchange Car;
- **13.8.2** the V5 registration documentation and, where available, any associated documentation (such as service books, service history, MOT certificates etc) for the Part Exchange Car without which we will not accept the Part Exchange Car; and
- **13.8.3** any extras that we will need such as the locking wheel nut for the alloy wheels and any security codes associated with the Part Exchange Car.

**13.9** In the event that you fail to comply with these hand over requirements, you agree that we reserve the right to:

- **13.9.1** withdraw any offer to buy the Part Exchange Car with immediate effect;
- **13.9.2** rescind or terminate any Contract with immediate effect; and/or
- **13.9.3** indicate a revised purchase price at which we will be prepared to enter the Contract.

**13.10** If we elect to rescind the Contract, we will return the Part Exchange Car to you, you will return Your Vehicle to us, and we will refund you the purchase price.

**13.11** You permit Drivers of Prestatyn to transfer from You to Drivers of Prestatyn the "Transfer to trade" title in the V5 documentation for the Part Exchange Car.

**13.12** If You exercise Your rights under the 7-Day Money Back Guarantee under section 9 or Your right of cancellation under section 10, or if You exercise Your withdrawal or cancellation rights under section 10, Drivers of Prestatyn may not be able to return the Part Exchange Car and will instead refund to You the monetary value of the Part Exchange Car (less any appropriate deductions that Drivers of Prestatyn are permitted to make in accordance with sections 10 and 11 and less any deductions and Negative Equity Amount made to settle any outstanding finance on Your Part Exchange Car).

**13.13** If we enter into the Contract with you and we discover that the information you provided to us about the Part Exchange Car was false or misleading:

- **13.13.1** you will indemnify us in full for any losses or costs associated with the Part Exchange Car (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses); and
- **13.13.2** in addition to our right to exercise the indemnity, we reserve the right to rescind the Contract. If we elect to rescind the Contract, we will return the Part Exchange Car to you, you will return Your Vehicle to us, and we will refund you the purchase price.



## **14 Our Liability**

**14.1** Nothing in these Terms will restrict our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law, nor will anything in these Terms restrict Your statutory rights. For further information about Your statutory rights, contact Your local authority Trading Standards Department or Citizens Advice Bureau.

**14.2** We exclude all implied representations, warranties, conditions and terms (whether implied by statute, common law or otherwise) to the fullest extent permitted by law.

**14.3** We will not have any liability to You however arising (whether in contract, tort (including but not limited to negligence), for misrepresentation or for breach of any duty (including strict liability) or otherwise) for: (a) any loss of profits or revenue; (b) loss of business; (c) loss of goodwill; (d) loss of or damage to data; or (e) any special, indirect or consequential loss.

**14.4** Other than as set out in section 14.1 above, our maximum aggregate liability to You under or in connection with Your Order, these Terms and the Contract however arising (whether in contract, tort (including but not limited to negligence), misrepresentation or for breach of any duty (including strict liability) or otherwise) will be limited to an amount equal to the retail price of the Vehicle and any additional products purchased as part of Your Order.

**14.5** You will reimburse us for all costs, expenses, liabilities and losses that we incur as a result of: (i) Your use of the Site for any fraudulent or unlawful purposes; and (ii) any third-party claims arising out of or in connection with Your use of the Site or purchase of a Vehicle from the Site.

**14.6** You must remove any personal belongings from the Car before pick up or drop off. We will not be responsible for any lost personal belongings once the Car has been returned to our possession.

## **15 Your Liability**

**15.1** You will compensate us in full for any losses or costs, including reasonable legal fees, we incur as a result of (i) any breach by you of these Terms; (ii) your use of our Site and the services available on it in violation of any law; or (iii) infringement of the rights of another person.

## **16 Events Outside Our Control**

**16.1** We are not in breach of our obligations under Your Order, these Terms or the Contract, and have no liability to You, if we cannot perform any obligation because of an event or circumstance beyond our reasonable control (for example, fire, flood, strikes, riot, disease, pandemic, accident, disruption to utility supplies or networks and systems, civil commotion, acts of terrorism or war, breakdown of equipment, bad weather, acts and omissions of third parties, and road traffic problems (each an "Event Outside Our Control").

**16.2** If an Event Outside Our Control happens and it affects our performance of our obligations:

**16.2.1** we will let You know as soon as we reasonably can;

**16.2.2** our time to perform the affected obligations is extended for as long as the Event Outside Our Control continues; and -

**16.2.3** we will rearrange any affected Delivery, Collection, pickup or drop off dates after the Event Outside Our Control is over.

## **17 Personal Data**

You can find out how we use your personal data in our Privacy Policy.

## **18 Complaints**

If You have a complaint about Drivers of Prestatyn, You can contact us as follows:

- by post: Drivers of Prestatyn Ltd, Nanat Garage, Prestatyn Road, Prestatyn, Denbighshire LL19 9LE
- by phone: 01745 858100 or
- email: [markedgley@driversofprestatyn.co.uk](mailto:markedgley@driversofprestatyn.co.uk)

## **19 General Terms**

**19.1** If any of these Terms are held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

**19.2** We may transfer our rights and obligations under these Terms to another organisation, but this will not affect Your rights or our obligations under these Terms.

**19.3** Your Order, these Terms and the Contract constitute the entire agreement and understanding between You and us relating to the subject matter of the same and supersede any prior agreement or understanding between You and us relating to the subject matter of these Terms. You acknowledge that You have not entered into these Terms in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms (other than in respect of any fraudulent misrepresentation).

**19.4** These Terms and the Contract do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms or the Contract.

**19.5** These Terms and the Contract will be governed by English law. This means that any matter or dispute arising out of or in connection with these Terms and the Contract (including non-contractual disputes or claims) will be governed by English law. You may bring legal proceedings in the English courts. If You live in Scotland, You may bring legal proceedings in either the Scottish or the English courts. If You live in Northern Ireland, You may bring legal proceedings in either the Northern Irish or the English courts.