

Terms & Conditions

Introduction:

Dunmow Van Centre is a trading name of 720 Performance Limited. The trading name shall be used within the terms and conditions.

In these terms and conditions ("Conditions"): "Seller", "we", "our" or "us" "Dunmow Van Centre", "DVC", means (Dunmow Van Centre). "buyer", "customer", "purchaser", "new owner", "you" or "your" means the buyer of the vehicle.

1.1. Until or unless replaced by an operative credit agreement, these conditions apply to the contract between you and us to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Deposits:

1.2. Once a holding deposit has been placed on a vehicle you have seven days to pay and collect the vehicle. The seven day period is automatically started as soon as payment for the holding deposit has been made.

1.3. If you fail to collect or pay for your proposed vehicle during the seven days, we reserve the right to cancel the holding deposit and re-list the vehicle for sale. Once your holding deposit has been cancelled you will be contacted immediately via email, phone or SMS by a company representative informing you of the action taken.

1.4. If you're holding deposit is cancelled you will not be refunded, this is due to us taking the vehicle off the market during the seven days.

1.5. If you choose to cancel you're holding deposit, you are in agreement and fully aware and satisfied that there is no obligation to refund the holding deposit as it is non refundable.

1.6. Holding deposits on used LCV (Lightweight commercial vehicles) is 500.00 sterling inclusive of any VAT.

1.7. Holding deposits on used cars is 500.00 sterling.

1.8 Holdings deposits on HGV's or any other commercial vehicle over the value of 5,000.00 sterling is 2,500.00 inclusive of any VAT.

Commercial Vehicle Sales:

1.9. Commercial vehicles sold for intended business/trade usage fall under the sales of goods act 1979, this applies to both non registered limited companies and also limited companies.

2.0. Wear and tear components are not covered under warranty nor accept any liability once sold.

2.1. Whilst every effort has been made to ensure the accuracy of used vehicle information adverts and images, some errors may occur. It is important that you do not rely solely on this information or images, but check with your salesperson any items that may affect your decision to purchase this vehicle.

2.2. We accept no responsibility for errors or mis-information supplied or provided by the DVLA or other agencies.

2.3. We do not provide any guarantee for for the vehicle log book (V5C) once the vehicle has been sold. Any losses, damage, incorrect information or errors related to do with the V5C must be taken up with the DVLA.

2.4. We do not guarantee ownership of/or accept responsibility for any loss of/or transfer refusal by DVLA of a cherished registration number.

2.5. We do not provide any guarantee of any type in respect of any audio/visual equipment and security/alarm systems in connection with the vehicle.

2.6. We do not provide any guarantee or accept any liability for any modification made to the vehicle, including but not limited to the engine, outside of the manufacturer's specification save where such modification is made by us.

2.7. Where the purchased vehicle includes a diesel particulate filter ("DPF"), you agree and understand that you will need to maintain such DPF in accordance with the vehicle's manual.

2.8. We do not provide any guarantee or accept any responsibility for vehicle sold which had either been involved in a collision or insurance claim prior to the vehicles sale from us.

2.9. We do not provide any guarantee or accept any responsibility for previous or current fault codes within the vehicle Engine Control Unit in which do not cause an engine management light or relevant warning messages. These faults can only be read by an authorised vehicle servicing centre.

3.0. You can not return the vehicle due to any component that fails due to 'fair wear and tear', such as tyres or brake discs that wear out due to normal use. That also applies to suspension components. This policy also applies to any specific fault that we told you about prior to purchase.

3.1. The Consumer Rights Act does not apply to commercial vehicles intended for business use nor be used to reject a vehicle if you've simply changed your mind about buying it or don't like a particular function of the vehicle.

3.2. If a mechanical failure, fault, warning light and any other defect was indicated/made aware before purchase we offer no guarantee of refund or repair.

Delivery:

3.3. This clause only applies where it has been agreed that we will deliver the vehicle instead of you collecting the vehicle.

3.4. We will deliver the vehicle to you at the address on the order form on the date agreed between us (the "Delivery"). If you need to rearrange the date and time off your Delivery, we may charge you a fee.

3.5. We will only deliver the vehicle to you at the delivery location stated in the order form

3.6. You must show us a valid photo-card UK driving licence at Delivery. If the address on your driving licence is different to the Delivery address, you must also provide us with either a utility bill or bank statement addressed to the Delivery address and which is dated in the three months prior to Delivery. If you do not have your driving licence, you must show us your passport and a utility bill or bank statement addressed to the Delivery address and which is dated in the three months prior to Delivery. The person stated on the order form must be present at Delivery as we will not deliver the vehicle to any other person.

3.7. The vehicle will need a safe place to park (e.g. a driveway or safe on-road parking) whilst we complete our delivery checks with you. If you are selling a part exchange vehicle to us, then you should also make sure that is parked safely and is accessible by us. You are responsible for giving us details of a safe location and will be responsible for any costs, penalties or fines we incur as a result of parking in the safe location provided by you.

3.8. The mileage of a vehicle stated on the order form may vary slightly to the actual mileage of the vehicle because of delivering the vehicle to you.

3.9. You are responsible for the vehicle from Delivery.

Part Exchange:

4.0. Any valuation provided for a vehicle to be used in accordance with this clause shall be valid for a period of five days from the date such valuation is notified to you. In the event that the transaction does not complete within those five days, we reserve the right to amend the valuation at our sole discretion. Any such amended valuation shall be notified to you and confirmed with you prior to the transaction completing. Where we agree to allow part of the price of the vehicle to be discharged by you delivering a used motor vehicle to us, the following conditions will apply:

That such used vehicle is your absolute property and is free from all encumbrances or that such used vehicle is the subject of a hire purchase agreement or other encumbrance capable of cash settlement by us, in which case the allowance shall be reduced by the amount required to be paid by us in settlement.

That such used vehicle is as described herein with all mechanical defects declared

That such used vehicle has not been in any major accidents, or the subject of a total loss claim

All copies of the part exchange vehicle's keys

That part exchange vehicle's most recent V5C registration document (together with appropriate proof of purchase if requested by us)

4.1. Please note that before being re-registered by a new keeper, the part exchange vehicle may be sold to one or more motor traders who will not be obliged to register as the new keeper of the part exchange vehicle and remove your name and address from the V5C registration document. We do not accept any liability in respect of your personal information contained on the V5C registration document.

Finance:

4.2. Dunmow Van Centre is a credit broker and not a lender. We do not promote or encourage financial agreements to our customers.

4.3. Dunmow Van Centre is authorised and regulated by the Financial Conduct Authority to conduct credit brokering and debt counselling activities.

4.4. Dunmow Van Centre is required by the lender of a finance agreement to withhold personal information about the customer and customer's finance agreement throughout the entirety of the finance agreement. This information includes bank details and income.

4.5. Dunmow Van Centre may receive a commission or flat fee for any finance agreements brokered.

Warranty:

4.6. We supply a minimum six months national warranty on each vehicle, we may offer you extended warranties and offers which we may receive a commission on or flat fee.

4.7. Prior to any remedial or repair work to be undertaken on the vehicle you must seek authorisation from us. We retain the right to investigate and inspect the vehicle prior to any work commencing.

4.8. Wear and tear items are excluded from cover unless otherwise stated.

Miscellaneous:

4.9. keys on used vehicles will be passed onto the Buyer. When there is only one key supplied to us, we will endeavour to locate any other keys from seller/supplier and failing this any extra keys will be charged at cost.

5.0. 14 days should be allowed for refunds of retainers for V5 / MOT / Service History.

5.1. Dunmow Van Centre may take or use legal advice or representation whenever a vehicle return, refund or repair takes place to determine the legitimacy, legality and worthiness.

5.2. Dunmow Van Centre will charge £2.20 per mile for fair use and de-valuation on any return or refund.

5.3. Dunmow Van Centre will charge a £175 devaluation charge in the case of any refund or return due to the addition of a short term owner.

5.4. Dunmow Van Centre will charge a rolling daily charge of £12.95 in relation to any refund or return from the sale date to the date of return.

5.5. Dunmow Van Centre may take legal action against any biased or unfair reviews.

General:

5.6. The headings in these conditions are for convenience only and shall not affect their interpretation

5.7. Persons who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

5.8. This contract shall be governed by and construed in accordance with the laws of England & Wales and any dispute shall be subject to the exclusive jurisdiction of the English courts.