

## Terms and Conditions

### Return Terms and Conditions

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1. All vehicle returns are subject to a mandatory £250 preparation fee.
2. An additional £99 administrative fee will also be applied.
3. A usage charge of £0.50 per mile will apply based on the mileage recorded at return compared to the mileage at the point of sale.
4. The vehicle must be returned in the same condition as it was sold, excluding reasonable mileage.
5. All original documentation including the V5 logbook, keys (all copies), service history, user manuals, and any accessories provided must be returned with the vehicle.
6. The vehicle must not be subject to any modification, tuning, or third-party repairs between the sale and return.
7. A full inspection will be carried out by NYA Auto Sales Ltd upon return. Any damage, wear, or alterations identified during this inspection may lead to deductions or rejection of the return.
8. Returns must be completed within 7 calendar days from the date of sale, unless otherwise agreed in writing.
9. The customer is liable for the transportation of the vehicle to and from NYA Auto Sales Ltd if a return is requested.
10. NYA Auto Sales Ltd reserves the right to refuse a return if any of the above conditions are not met.
11. If the customer requests vehicle delivery, a non-returnable delivery charge will be applied.
12. If a vehicle was delivered, the delivery charge will not be refunded under any circumstances.

## **Terms and Conditions**

### **Vehicles Sold as Spares or Repairs**

#### **1. Vehicle Condition**

The Buyer acknowledges that the Vehicle is sold strictly on a "spares or repairs" basis. It is sold without any warranty, either express or implied, as to its condition, roadworthiness, or suitability for any particular purpose.

#### **2. Roadworthiness Disclaimer**

The Buyer accepts full responsibility for undertaking any necessary repairs or inspections before use.

#### **3. Inspection & Acknowledgment**

#### **4. Limitation of Liability**

The Seller accepts no liability for faults, defects, or any subsequent issues arising after the sale. The Buyer waives any rights to return, reject, or claim compensation for any issue discovered post-sale.

5. The buyer acknowledges that the vehicle may not have any guarantee of condition, mileage, or vehicle history given.

6. The buyer accepts the full responsibility the second documents have been signed.

## Terms and Conditions

### Part-Exchange Vehicle Terms and Conditions

#### 1. Ownership and Legal Title

- The customer confirms that they are the legal owner of the part-exchange vehicle and have the full legal right to sell it.
- The vehicle must be free from any undisclosed finance or third-party interest (e.g. hire purchase or conditional sale agreement).

#### 2. Outstanding Finance

- If the vehicle is subject to outstanding finance, the customer must disclose this in full.
- The dealership may agree to settle the finance on the customer's behalf and deduct the settlement figure from the part-exchange allowance or final invoice.
- The final sale is subject to successful clearance of finance by the dealership.

#### 3. Vehicle Condition and Description

- The customer must provide accurate information regarding:
  - Mileage
  - Service history
  - Accident history
  - Number of previous owners
  - Known mechanical or cosmetic issues
- The dealership reserves the right to inspect and revalue the vehicle if the description does not match its actual condition.

#### 4. Valuation Terms

- Any valuation provided is subject to inspection and is valid only for a specified period (e.g. 7-14 days).

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- Valuation may also depend on market conditions and may be amended prior to contract exchange if significant delays occur.

### 5. Delivery of the Part-Exchange Vehicle

- The part-exchange vehicle must be:
  - Delivered to the dealership before or at the same time as the handover of the new vehicle.
  - In the same condition as described at the time of valuation.
- The customer must provide all relevant documentation:
  - V5C (logbook)
  - MOT certificate
  - Service history
  - All sets of keys
  - Any accessories (e.g. locking wheel nut, sat nav SD card)

### 6. Adjustment to Agreed Price

- If there is damage, mechanical faults, or discrepancies found at inspection (not previously disclosed), the dealership reserves the right to:
  - Adjust the part-exchange value.
  - Cancel the part-exchange agreement.
  - Request additional payment to meet the full sale price.

### 7. No Guarantee of Acceptance

- The dealership reserves the right to refuse any part-exchange vehicle at its sole discretion, particularly if it is:
  - Unsuitable for resale.
  - Exceeds mileage/age limitations.
  - Lacks required documentation or has an unrecorded history.

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### **8. Transfer of Ownership**

- Ownership of the part-exchange vehicle transfers to the dealership upon completion of the sale and delivery of the vehicle.
- The dealership will handle the DVLA notification of ownership change, unless otherwise agreed.