

TERMS & CONDITIONS:

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ADMIN CHARGE

All vehicles are subject to a £99.00 administration fee which is included within the sale price. This fee is non-negotiable or refundable once a deposit has been placed or payment has been received in full. In the event of a vehicle being returned within 30 days of purchase and in accordance with the Consumer Rights Act this fee will be deducted from the overall amount due to be refunded.

DEPOSITS

Deposits are charged at 10% of the agreed sale price and are non-refundable. The only exception to this would be if the vehicle is deemed unfit for purpose or misdescribed. We strongly advise that all prospective purchasers view the vehicle in person prior to placing a deposit to ensure they are satisfied with the overall condition of the vehicle and appreciate any imperfections that the vehicle may have. All vehicles sold by Heel & Toe Cars Limited are in used condition and therefore will be subject to general wear and tear. Once a deposit has been received the vehicle will be listed as "Reserved" on all advertisement platforms for a period of up to 2 weeks or 14 Calendar days, allowing the buyer to arrange a suitable collection date and organise for the vehicle to be paid in full.

STORAGE CHARGES

All vehicles must be collected within 2 weeks or 14 Calendar days once a deposit has been taken or the vehicle has been paid for in full. If the customer fails to arrange collection of the vehicle within this timeframe, storage charges of £8.40 per day plus VAT will apply.

In some circumstances and with prior arrangement we can organise for vehicles to be dry stored beyond 14 Calendar days however this will be at the sole discretion of a company director. Additional storage fees of £8.40 per day plus VAT may still be applied. All vehicles will be dry stored whilst they are within our possession and covered under our comprehensive motor trade insurance.

SPARES OR REPAIRS VEHICLES

Vehicles that are sold on a *Spares or Repairs* basis have not been inspected by a mechanical professional and therefore are deemed unsafe to drive on public roads. Any vehicle sold on this basis must be transported from site by means of a vehicle transporter or trailer. *Spares or Repairs* vehicles are sold without any form of warranty, guarantees or mechanical durability given or implied and no returns are to be accepted. The Consumer Rights Act of 2015 will not apply to such vehicles as reflected within the bill of sale.

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VEHICLE RETURNS AND REFUNDS

1. Refund Eligibility under the Consumer Rights Act 2015

1.1. In accordance with the Consumer Rights Act 2015, a Customer may be entitled to a refund if the vehicle is found to be faulty or not as described within 30 days of purchase.

1.2. After the 30-day period, the Customer may still be entitled to a repair, replacement, or partial refund, depending on the nature of the fault, and subject to assessment by the Seller.

1.3. No refund will be issued unless the vehicle is returned to the Seller.

2. Vehicle Return Requirement

2.1. The vehicle must be returned to the Seller's premises at the Customer's cost and risk unless agreed otherwise in writing.

2.2. The refund process will not begin until the vehicle is received and inspected by the Seller.

2.3. In the case of distance sales (e.g. online or over the phone), customers may also have a statutory 14-day cooling-off period under the Consumer Contracts Regulations 2013. In such cases, the Customer must inform the Seller of their intent to return the vehicle in writing.

3. Return Condition Standards

3.1. The vehicle must be returned in the same condition it was in at the time of delivery or collection, with fair wear and tear accepted.

3.2. The following must be returned with the vehicle:

All sets of keys

V5C logbook (if provided)

Service history documents

MOT certificates

Any accessories or extras included in the sale

3.3. The odometer reading must not significantly exceed the mileage at the time of sale. After 30 days a standard charge of £0.45p per mile will be deducted from any refund that is processed.

4. Inspection and Refund Process

4.1. Upon return, the Seller will inspect the vehicle to ensure compliance with these terms.

4.2. If the vehicle shows signs of damage, misuse, or any condition that devalues it beyond fair wear and tear, the Seller reserves the right to deduct a reasonable amount from the refund.

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4.3. If the refund is approved, payment will be processed using the original payment method within 5–10 working days of the return and inspection.

5. Additional Deductions

5.1. The Seller reserves the right to deduct reasonable charges for:

Excess mileage (After 30 days a standard charge of £0.45p per mile will be deducted from the refund)

Damage or undue wear

Missing documents or accessories

Administrative (£99.00) or third-party costs (e.g. registration fees, finance settlement)

6. Title and Ownership

6.1. The Customer retains ownership and responsibility for the vehicle until it has been returned and accepted by the Seller.

6.2. Once the refund is issued, the title of the vehicle reverts to the Seller.

7. Non-Consumer Sales

7.1. These terms apply only to consumer purchases. Trade or business buyers are not covered by the Consumer Rights Act 2015 and refunds are only offered at the Seller's discretion.

STATUTORY REPAIRS / WARRANTIES

All cars sold on a retail basis come with a complimentary 30-day in-house warranty that covers parts and labour repairs. All vehicles must be returned to Heel & Toe Cars Limited for any statutory repair to be undertaken unless otherwise agreed with a company director.

(It is the responsibility of the customer to arrange & fund the return of the vehicle to our premises).

If Heel & Toe Cars Limited deem the vehicle uneconomical to repair, then a full refund may be offered in lieu of a statutory repair.

Warranty Inclusions:

- 1) Mechanical faults that are not disclosed prior to purchase or develop within 30 days of sale.
- 2) Warning lights (Excluding TPMS & Fuel).

Warranty Exclusions:

- 1) Punctures.
- 2) Cosmetic imperfections / general wear & tear.
- 3) Any issues caused by misuse or neglect of the vehicle. (E.g. If the vehicle has been driven whilst overheating causing damage to the head gasket).
- 4) Any faults that do not deem the vehicle to be unsafe. (E.g. Air-conditioning issue)
- 5) General wear & tear items.

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Extended Third-Party Warranties:

Dependent on the age and mileage of the vehicle we are able to offer a third party "Handler Warranty" which can be purchased for a period of 3, 6 or 12 months. Once a sale has been agreed we can then prepare a quotation for the warranty period required.

For more information relating to the Handler Warranty packages please visit the following link:

<https://handlerprotect.com/>

COURTESY CAR

Please refer to a copy of our "Courtesy Vehicle Form" for associated terms and conditions.

TEST DRIVES

Accompanied test drives are permitted once the customer has satisfied themselves with the overall condition of the vehicle and our terms of sale. Test drives are only available to those who hold a valid UK driving licence and are over 25 years of age. A surcharge of £20.00 is applied to all test drives which will only be refunded in the event of the customer purchasing the vehicle or if the vehicle develops a fault during the test drive.

PAYMENT METHODS

Accepted payment methods include the following at no additional charge.

- Bank Transfer (BACS)
- Cash (Limited)

We can offer credit/debit card facilities however the use of such payment method will incur an additional charge of 1% of the vehicles value to cover any associated fees.

Unfortunately, we are unable to accept Cheque payments currently.

SALE OR RETURN (CONSIGNMENT SALES)

Please refer to a copy of our "Used Vehicle Consignment Form" for associated terms and conditions.

ADDITIONAL INFORMATION

All vehicles are to be paid for in full and without delay prior to leaving our premises.

Any additional works undertaken post sale (e.g. new tyres) will not be included within a refund if the vehicle is being returned within 30 days and in accordance with the Consumer Rights Act 2015.

In accordance with The General Data Protection Regulations, we are unable to provide any information in respect to the previous owner's details for any of the vehicles that we sell. This includes any information detailed within the vehicle's invoices and on the V5 certificate. Anyone who decides to copy, photograph or replicate this information is in breach of our Terms and Conditions and would therefore be liable to prosecution.