



14 DAY MONEY BACK GUARANTEE

Terms and Conditions

These terms and conditions only apply to our 14 Day Money Back Guarantee and are not intended to alter your statutory rights. In the event of any conflict your statutory rights will prevail.

1 These terms and conditions apply with effect from 1st March 2022.

1.1 Our 14 Day Money Back Guarantee applies to used, ex-demonstrator and nearly new passenger cars, commercial vehicles, vans and motorbikes that have been purchased by a consumer (within the meaning of the Consumer Rights Act 2015).

1.2 Subject to you

Complying with these Terms and Conditions, and provided that you have not returned another vehicle under our 14 Day Money Back Guarantee before, you may return the Vehicle to the dealership that you originally purchased the Vehicle from and receive a refund, up to the value of the purchase price paid for the Vehicle (the Vehicle Price), subject to the conditions laid out in the terms below.

1.3 If we arranged any finance in relation to your purchase of the Vehicle, we will assist you where we can so you can arrange for such finance product to be cancelled (and you will be required to pay all applicable charges and fees that may be imposed by the finance provider). However, if you arranged any finance in relation to your purchase of the Vehicle, you will need to deal with the finance provider directly (and you will be required to pay all applicable charges and fees that may be imposed by the finance provider).

2. Cancellation and returns

2.1 If you would like to return the Vehicle, you must notify us in writing within 14 calendar days, commencing on the day after the date you took possession of the Vehicle (the Cancellation Period). You must inform us of your decision by using a clear statement to this effect and include all relevant information in relation to the Vehicle (the Cancellation Request). To ensure that all necessary information is provided, we would encourage you to use the model cancellation request form provided at the end of these Terms and Conditions. Your Cancellation Request must be sent to us at cancellations@vindisgroup.com before midnight on the last day of the Cancellation Period.

2.2 We will need to acknowledge and accept the Cancellation Request. We will aim to contact you within two business days (i.e. Monday to Friday, excluding public holidays) of receiving your Cancellation Request, to confirm this and to make arrangements for you to return the Vehicle back to the dealership. If you have not heard from us within this time, please contact the centre you purchased the vehicle from or at cancellations@vindisgroup.com.

2.3 It is likely that you will be required to return the Vehicle within 7 days of us receiving your Cancellation Request. The Vehicle return process must be agreed with us in advance and you must not attempt to return the Vehicle to us without following the process in clause 2.2. you are responsible for arranging the Vehicle to be returned to us and for any costs in doing so. If you would like us to arrange for the Vehicle to be collected from you, we can arrange collection at a cost of £1.50 per mile, plus VAT, subject to a minimum charge of £50 plus VAT which will be deducted from your refund.

2.4 Until the Vehicle has been returned to us and we have acknowledged receipt of the Vehicle, you are responsible for ensuring that the Vehicle is stored securely, is properly insured under a valid insurance policy (we would recommend that a comprehensive insurance policy is taken out) and is kept free from damage until it is returned to us in accordance with clause 2.2. You must not cancel the insurance policy that applies to the Vehicle until the Vehicle has been returned to us and we have acknowledged receipt of the Vehicle.

2.5 In order for us to accept the return of a Vehicle the following mandatory requirements must be met:

(a) the Vehicle must be free of all financial charges (other than any that relate to any finance that we arranged for you in relation to the Vehicle); and

(b) the Vehicle must be in the same condition you received it in, without damage or having been in an accident and must not require any excessive cleaning. If the vehicle requires any rectification work this will be charged plus VAT and deducted from your refund; and

(c) the Vehicle must not have been driven more than 150 miles from the date that you took possession of it. Where the mileage exceeds 150, this is based on the mileage at delivery and the current mileage when the vehicle arrives back at the centre, an excess mileage charge applies which is calculated at £1.50 per mile plus VAT which will be deducted from your refund; and

(d) the Vehicle must not have been altered and/or modified and/or personalised in any way; and

(e) subject to clause 2.6, all sets of keys, documentation (e.g. the V5 registration documentation, service book, Vehicle manual) and accessories (e.g. floor mats, SD cards, locking wheel nuts and security codes) for the Vehicle must be provided.

(f) The vehicle must not be subject to any police investigation, any other official enquiry, or dispute over title.

(g) You remain liable for any fines, penalty notices, speeding or motoring offences during your period of possession. Under our legal obligation, your details will be passed to the relevant authorities.

(h) All documents relating to the sale of the vehicle, and the return of the vehicle, that require a customer signature must be signed.

2.6 If:

(a) You have not yet received the V5 registration documentation for the Vehicle and cannot therefore return it with the Vehicle, we will retain £250 from the refund that we will give you until such time that you provide us with the V5 registration document for the Vehicle or we are able to submit the registered keeper change for the Vehicle online; and

(b) You were provided with more than one set of keys for the Vehicle at the time that you took possession of it, but you only provide us with one set of keys for the Vehicle, we will retain an appropriate amount (which will be between £250 and £500) for each set of keys that you have not provided, from the refund that we will give You.

3. Refunds

3.1 Subject to clauses 3.2 and 3.3, we will provide you with a full refund of the Vehicle Price no later than 14 days after the date on which the Vehicle is returned to us by you and accepted by us.

3.2 We will issue your refund using the payment method which you used to pay for the Vehicle save that any refunds for Part-Exchange Vehicles (as defined in clause 3.3) will be undertaken via bank transfer. No refunds (or part of a refund) will be paid in cash. If your payment is refunded but we subsequently discover any defect in the Vehicle sustained during your period of ownership we reserve the right to debit a compensatory amount from your credit or debit card. If as part of the return of the Vehicle you direct us to settle any finance that we arranged for you in relation to your purchase of the Vehicle, we will refund the required sum and return to you any surplus funds. However, if the amount of any such refund is insufficient to settle the required sum due to such finance provider, then you will be required to provide such additional funds to settle such sum.

3.3 If we accepted another vehicle (a Part-Exchange Vehicle) as part-payment of the Vehicle Price, we may at our discretion either:

- (a) refund the value (if any) of the Part-Exchange Vehicle that was used as part payment of the Vehicle Price (and we retain ownership of the Part-Exchange Vehicle); or
- (b) if it is still available, return the Part-Exchange Vehicle to You in which case you must pay to us any costs we have incurred to inspect, repair, or increase the market value of the Part-Exchange Vehicle.

3.4 If a cherished numberplate has been transferred to the Vehicle that is returned to us in accordance with these Terms and Conditions, any subsequent application to transfer such cherished numberplate to another vehicle or retain it pursuant to a retention certificate, will be entirely at Your risk. We will not be liable for any loss, destruction, incomplete or delayed transfer.

4. Governing law and jurisdiction

These Terms and Conditions will be governed by English law. This means that any matter or dispute arising out of or in connection with these Terms and Conditions (including non-contractual disputes or claims) will be governed by English law. You agree that the English courts will have exclusive jurisdiction to settle any matter or dispute arising out of or in connection with these Terms and Conditions.

14 Day Money Back Guarantee Model Cancellation Form

Complete and return this form only if you wish to withdraw from the contract. This form only applies to cancellation requests that fall under section 1.1 of the Vindis 14 day Money Back Guarantee

To: Dealers Name:

Address:

Telephone Number:

Email Address: cancellations@vindisgroup.com

I/We [*] hereby give notice that I/We [*] request the cancellation my/our [*] contract of sale of the following goods [*/for the supply of the following service [*],

Ordered on/received on [*]:

Name of consumer(s):

Address of consumer:

Registration Number:

Current Mileage:

Signature of consumer(s) (only if this form is notified on paper),

Date:

[*] Delete as appropriate