

## **Terms & Conditions**

In these terms and conditions:

"we/us/our" means Elite Vehicle Solutions Ltd trading as EVS Devon.

"you"/"your" means you, the purchaser.

### **Test Driving a Car – Eligibility**

For insurance purposes, to take a car for a test drive you must be at least 18 years old and have held a valid driving licence for over a year. We will need to photocopy your driving licence with a signed test drive form.

### **Purchasing a Vehicle**

This is a contract between you, the purchaser, and we the supplier. Your initial 10% part-payment is non-refundable unless we fail to deliver the goods within a reasonable period, or state otherwise in writing on the order form and is subject to your statutory rights. This will hold the vehicle up to 2 weeks, after that period if you are not in a position to finalise the transaction we will hold for a further two weeks with a further 5% part payment. Part-payment will be forfeited if you fail to collect the vehicle at the arranged time. The car will then be placed back for sale and a credit note will be issued to you.

The vehicle being purchased will remain the property of EVS Devon until full payment is forthcoming from yourself, or your chosen finance company, and cleared into our bank account. It will also remain our property if your part exchange vehicle is not clear of any outstanding loans secured against it.

### **Payment Methods**

UK debit cards, direct transfers. Cash payments over £1,000 incur a 1% handling fee. We only accept up to £7,000 in cash. Please note: unfortunately, we cannot accept building society cheques or credit card payments made towards the balance of your car (unless agreed prior to purchase by a member of the sales team). However, you may use credit cards for the initial part payment.

If the vehicle is being financed *with us through one of our approved lenders*, then the vehicle will be released on authorisation from the lender.

If the vehicle is being financed by an *outside company arranged by yourself*, then we will require full cleared funds in our account prior to releasing the vehicle. Additionally, there will also be a fee of £150 payable (please see 'Fees').

If the vehicle is being financed through our approved finance company, you must bring with you on the day of collection, or upon request, a full valid signed driving licence. You may also be asked for further documentary evidence; i.e current utility bill, bank statement and/or signed bank or credit card.

### **Fees**

As from the 1 March 2018, due to increasing administration/documentation and banking costs, we will be introducing an admin fee to ensure we can offer all our customers the best value and service possible. The fee of £99, plus £25 for fuel, will therefore bring the total to £124 and will be added to the retail price agreed at time of purchase. In addition, there will also be a fee of £150 for cars purchased if you chose to use an outside finance company; this can normally be added to your loan with them.

### **Trade Sales**

All vehicles sold into the trade, or sold as a trade sale, come with no warranty whatsoever and is sold as seen with all faults known.

### **Your Part Exchange**

All transactions are subject to management approval and the following part exchange details being correct at time of collection; i.e ownership, mileage, outstanding finance, HPI register showing your vehicle to be clear, service history if stated and the vehicle being in the same condition when valued. Please also note; when we value your part exchange vehicle, there must be at least 2 months to run on your M.O.T (if applicable) and we will require your V5 (log book).

**Please note that it is your responsibility to advise DVLA, that you are no longer the owner of your part exchange vehicle. You can do this by sending the yellow slip (V5c) attached to the V5 to DVLA, or alternatively do so online.**

### **Your Rights**

All vehicles sold are sold under UK law and therefore you are covered by your statutory consumer rights that can be viewed online. We, however, take no responsibility for vehicles sold outside the UK, or being used outside the UK, and would strongly recommend you have an insurance/warranty policy in place to protect your purchase.

### **Your Responsibility**

We take great pride in preparing our vehicles to a high standard but, as with all used vehicles, bearing in mind the age and mileage, we would advise that it is your responsibility to check the vehicle over prior to purchase. We cannot accept any

liability to do with the overall condition, specification or vehicle requirements (i.e timing belts, gearbox oil change, etc) after purchase.

Every effort has been made to ensure the accuracy of information relating to the vehicle being purchased, but errors may occur. Please check with a salesperson.

#### **Extended Warranty (excluding vehicles under manufacturers cover)**

If you have taken out an extended warranty, please read your Warranty Schedule carefully and remember the following points:

Servicing your vehicle is imperative and, if you do not follow the warranty guidelines for servicing your vehicle, then the warranty will become void. You must use a VAT registered service centre and you must keep the service invoices within your Warranty Schedule. This can be arranged by ourselves for you. We cannot look at your vehicle unless your warranty and service invoices are in your vehicle. In the event of a problem your vehicle must be returned to us, or an authorised repairer, at your expense. This warranty does not cover diagnostic charges and recovery.

The warranty we supply is a mechanical breakdown policy (through a third party) including parts and labour.

#### **Extended Warranty Price List**

Warranty Period	Labour Rate Per Hour	Cost
1 Year Gold ( Cars Up To £15,000 )	£45	£395
2 Year Gold ( Cars Up To £15,000 )	£45	£595
Warranty Period	Labour Rate Per Hour	Cost
1 Year Gold ( Cars Up To £15,000 )	£90	£495
2 Year Gold ( Cars Up To £15,000 )	£90	£695
Warranty Period	Labour Rate Per Hour	Cost
1 Year Gold ( Cars Over £15,000 )	£45	£595
2 Year Gold ( Cars Over £15,000 )	£45	£795
Warranty Period	Labour Rate Per Hour	Cost
1 Year Gold ( Cars Over £15,000 )	£90	£695
2 Year Gold ( Cars Over £15,000 )	£90	£895

Please note that all extended warranties will start on the day of collection and will not affect your statutory rights.  
The warranty does not cover diagnostics and recovery.

**Mechanical breakdown:** is the failure of an item included under the 'parts listed' causing a sudden stoppage of function for a reason other than wear and tear, normal deterioration or negligence. Damage caused by the effect of overheating or abuse is not regarded as a mechanical breakdown under the terms of this Agreement.

For all vehicles sold still under manufacturer's warranty, in the event of a problem, you will need to return the vehicle to the manufacturers dealership, and you will need to produce service history documentation to them at that time.

#### **Keys**

All vehicles generally come with two keys, but this is not always the case, nor an absolute guarantee. We will only supply what was with the vehicle when purchased, and not take liability for lost keys or replacements (unless agreed at time of purchase).

#### **Use of Your Information**

Contact may be made from EVS Devon Ltd via Email, Phone or Letter. No third party will be provided personal details without prior consent from yourself. Third parties may include, Finance Companies, Warranty Companies, The DVLA, Vehicle Maintenance Organisations, etc ...

Personal information may be stored in both 'Hard copy' and 'Electronic copy' for record keeping and we ensure all 'The Data Protection Act 1998' and 'GDPR' guidelines are followed.

If you make an application, your details will be held on computer and used in a credit scoring or other automated decision-making process when assessing your application. We work with a number of credit providers who provide vehicle finance. We will pass your application on to more than one credit provider (if it is not initially accepted) in order to give the best chance of securing finance. This may result in multiple credit searches. If you provide false or inaccurate information we will record this. We and other organisations may then use and search these records to check your identity, to prevent fraud and money laundering. You can ask for details about the Credit Reference & Fraud Prevention Agencies from whom, and with whom, we share this information.

### **Complaint & Feedback Procedure**

We are committed to providing a high standard of service to you and all our customers. Occasionally we may not live up to your expectations and, should this happen, we would like to hear from you. This will allow us to put matters right and make improvements. We value your feedback and thank you for helping us treat all our valued customers fairly. In the first instance, please share your complaint in person with our staff as they are usually best placed to resolve the concern. If your concern remains unresolved, contact our Customer Service Manager using the contact information below:

Email: [davidknight@evsdevon.co.uk](mailto:davidknight@evsdevon.co.uk)

Phone: 01626 211311

Address: Decoy Industrial Estate, Unit D, Sterling House, Mead Way, Newton Abbot, Devon, TQ12 5UZ.

### **EVS Devon Deduction Policy**

In the unlikely event of us accepting the return of your vehicle for a refund, we will require the vehicle to be returned in the same condition as when it was purchased. We will also exercise our right to deduct a reasonable sum of money having taken into account the usage of the vehicle and any failure to keep it in good repair and condition. This will include, but not be limited to, our right to charge the consumer 25 pence per mile for each mile covered since the date of sale, along with the cost of any estimate for repairs required to remedy any damage to the vehicles interior and/or exterior caused whilst the vehicle was in your possession.

### **Finance Complaints**

We will promptly acknowledge all finance complaints. You will be given details of who is dealing with your complaint and how to contact them. We will do our best to resolve the concern immediately with as little inconvenience to you as possible and to keep you informed during the process. At any stage you may contact the person handling your complaint and discuss the next steps. We will keep you informed of the progress being made towards complaint resolution throughout our investigation. Within 8 weeks we will give our Final Response or a further progress report on the investigation.

After receiving our Final Response, should you not accept the outcome, or if your finance complaint has not been resolved within 8 weeks then you may appeal to the Financial Ombudsman Service. This was set up by the Financial Services Authority to review unresolved finance and insurance complaints.

The Financial Ombudsman Service:

South Quay Plaza, Exchange Tower, London, E14 9SR.

Tel. 0800 023 4 567 or 0300 1239 123

[Enquiries@financial-ombudsman.org.uk](mailto:Enquiries@financial-ombudsman.org.uk)

### **Correspondence**

All correspondence relating to EVS Devon should be sent to:

Elite Vehicle Solutions Ltd

Decoy Industrial Estate,

Unit D, Sterling House,

Mead Way,

Newton Abbot,

Devon,

TQ12 5UZ.

Email: [sales@evsdevon.co.uk](mailto:sales@evsdevon.co.uk)

Registered office: 19 Old Exeter Street, Chudleigh, Devon, United Kingdom, TQ13 0LD.

Elite Vehicle Solutions Ltd– Company No 8195442.

FCA Registration Number 652085.

VAT Number 171 1933 20

