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.

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.

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.

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.

HOME DELIVERY & PURCHASE TERMS AND CONDITIONS

1. Nature of Sale

Heel & Toe Cars Ltd does not conduct vehicle sales under distance selling regulations. All vehicle purchases are completed only after the customer has had the opportunity to physically inspect the vehicle upon delivery to their chosen address.

As the customer has the opportunity to inspect the vehicle prior to entering into the purchase agreement, the transaction is considered an on-premises style sale concluded following inspection, and therefore the 14-day cooling-off period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply.

2. Delivery Inspection Appointment

We offer a home delivery service whereby a vehicle is transported to the customer's chosen address for inspection prior to purchase.

Upon delivery, the customer will be given up to 30 minutes to:

- Inspect the vehicle
- Review the vehicle condition
- Confirm it meets their expectations
- Decide whether to proceed with the purchase

The purchase contract will only be completed once the customer confirms they are satisfied and wishes to proceed.

3. Deposit Requirement

To arrange delivery and inspection, a 10% non-refundable deposit of the agreed vehicle price is required at the time of booking the delivery appointment.

This deposit secures the vehicle and removes it from sale.

4. Delivery Fee

A delivery fee, agreed in advance based on the delivery location, must also be paid prior to the vehicle being dispatched.

This fee covers transport and logistics associated with delivering the vehicle for inspection.

5. Non-Refundable Charges

If the customer decides not to proceed with the purchase after delivery and inspection, the following payments are non-refundable:

- The 10% deposit
- The delivery fee

These charges cover costs incurred by Heel & Toe Cars Ltd including but not limited to:

- Vehicle transportation
- Staff time
- Administrative processing
- Vehicle preparation and re-valeting
- Removal of the vehicle from sale during the reservation period

6. Proceeding With Purchase

If the customer decides to proceed with the purchase during the inspection appointment:

- The deposit already paid will be deducted from the total purchase price
- The remaining balance must be paid in full via the agreed payment method before the vehicle is handed over.

Ownership and responsibility for the vehicle transfers to the customer once full payment has been received.

7. Customer Responsibility

Customers are encouraged to take full advantage of the inspection period and ask any questions before confirming the purchase. By proceeding with the purchase following inspection, the customer confirms that the vehicle meets their expectations and is accepted in its presented condition.

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.