Deposit Policy

Reservation & Deposit Policy

- 1. All deposits and reservation fees are strictly non-refundable unless the vehicle is found to have been misdescribed by the dealer or the dealer fails to honour the agreement.
- 2. A deposit serves as a commitment from the customer to purchase the reserved vehicle. Once paid, the dealer will withdraw the vehicle from sale, incur administrative and finance processing costs, and make arrangements to prepare the vehicle for delivery.
- 3. In the case of distance sales (e.g. by phone, online, or messaging services), the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 allow customers a cancellation period. However, where the customer instructs the dealer to begin work immediately (such as reserving the vehicle, preparing it, or arranging finance), the dealer is entitled to withhold all or part of the deposit to cover the work and costs already undertaken.
- 4. If finance is declined due to incorrect or incomplete information provided by the customer, or if the customer later chooses not to proceed with the purchase for any reason, the deposit will be retained by the dealer to cover associated costs and losses.
- 5. Customers are advised that a reservation deposit is not a "holding fee for consideration" but a binding commitment to proceed with the purchase, subject only to the dealer's obligations being met.
- 6. In circumstances where the dealer has made a material misrepresentation of the vehicle, or fails to supply the vehicle as described, a full refund of the deposit will be provided.

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This policy is in place to ensure fairness and to cover the genuine costs incurred by the dealership in arranging finance, preparing vehicles, and removing stock from general sale once reserved.

By paying a deposit, the customer confirms their acceptance of this policy.

Returns Policy

Customers are encouraged to inspect and test drive vehicles before purchase and to read all documentation, such as Checklists and Disclaimers which provide an overview of the vehicle and are to be considered as part of the sales terms and conditions.

The above is in accordance with the Consumer Rights Act and does not affect any of the rights you have as a consumer. If any vehicle is to be returned due to a change of heart or without any faults, charges that may apply are as follows;

- 1. A £250 deduction to cover administrative fees including re-listing and sales costs
- 2. Warranty costs excluding any discounts or deductions applied at the time of sale
- 3. Costs to cover any additional damage to the vehicle and/or its condition at point of return which did not exist at the time of sale
- 4. £0.50 per mile applicable for any excessive mileage covered by the vehicle since its purchase (200 miles per week up to a maximum of 400 miles)
- 5. £100 to cover valeting costs if vehicles are returned without a reasonable clean to the exterior and interior.

By purchasing this vehicle, you confirm the above facts and consent to these conditions being applied.

For any queries or issues, please contact us on aftersales@bluebellmotorhouse.co.uk

BLUEBELL MOTORHOUSE LIMITED TERMS & CONDITIONS

- 1. The Agreement
- 1.1. These terms constitute the fundamental agreement between Bluebell Motorhouse Limited and Customer and can be modified only in writing. If any term is unenforceable.

the rest remain valid.

- 1.2. Sales Disclaimers and Checklist provided or shared during the sale are also to be considered as part of the contract.
- 1.3. Warranty terms and conditions or disclaimers provided as part of a warranty, invoice or sales documentation are also to be considered part of the contract.
- 2. Orders and Delivery:
- 2.1. Orders are subject to written confirmation or confirmation of receipt of payment by the Bluebell Motorhouse Limited
- 2.2. Delivery dates are estimates, not guaranteed. Bluebell Motorhouse Limited is not liable for delays beyond its control.
- 2.3. Delivery occurs at the Bluebell Motorhouse Limited premises unless agreed otherwise.
- 2.4. Delivery costs are non-refundable unless agreed by Bluebell Motorhouse Limited.
- 3. Vehicle Sales, Retail / Consumer:
- 3.1. Vehicles are sold as roadworthy at delivery. Statutory rights under the Consumer Rights Act 2015 apply.
- 3.2. Returned vehicles where no fault is present will incur a £250 charge to cover relisting and administrative costs in addition to a deduction to cover the cost of any warranty, before any reductions / discounts.
- 3.3. Used vehicles include the Consumer Rights Act provisions against major defects at the time of sale, unless stated at time of sale or amended by the checklist.
- 3.4. Customers must inspect vehicles before purchase. Statutory quality and fitness conditions do not cover defects revealed by inspection or disclosed defects.
- 3.5. Any defect or issue highlighted at the time of sale will fall outside of the remit of the warranty and liability coverage, unless agreed in writing.
- 3.6. Title for goods sold passes upon full payment; vehicles remain Dealer property until paid.
- 3.7. Within 30 days of delivery, consumers may reject faulty vehicles under the Consumer Rights Act 2015 without penalty, proving the fault existed at purchase and was not disclosed or the sale was not agreed with the faults being taken into consideration and the price adjusted accordingly.
- 3.8. Vehicles must be returned within 48 hours or at a time agreed by Bluebell Motorhouse Limited.
- 3.9. Items unchecked or identified as requiring attention in the Checklist provided at the time of sale are outside of the scope of the Consumer Rights Act.
- 3.10. Between 30 days and 6 months, Bluebell Motorhouse Limited may repair faults instead of accepting rejection. Bluebell Motorhouse Limited will not be responsible for any repairs or their costs to the vehicle carried out by third parties unless pre-agreed in writing.
- 3.11. Returns incurring excess mileage may be charged at 50p per mile. Damaged returns may incur repair costs. Excess mileage is anything over 200 miles per week from the time of sale or a maximum of 400 miles during the first 30 days.
- 3.12. Returned vehicles must be washed and valeted prior to their return to Bluebell Motorhouse Limited. Any vehicles not washed and/or valeted may incur a £100 deduction to cover these costs.
- 4. Vehicle Sales, Trade:
- 4.1. Trade sales are accompanied with their own sales terms which take priority over all other terms and conditions or disclaimers.
- 4.2. Trade-Sales, clearly communicated as Trade-Sales at the point of sale, are outside of the scope of the Consumer Protection provisions. 4.3. Therefore, no warranty or post sale liabilities will apply.
- 4.4. Customers are able to obtain their own third-party warranty for Trade vehicles. These are not sold or covered by Bluebell Motorhouse Limited.
- 5. Part Exchange:
- 5.1. Part-exchanged vehicles must be owned by the Customer, free of encumbrances, or subject to settleable finance, with allowances adjusted accordingly.
- 5.2. Vehicles must match the Customer's declared condition, mileage, and history.
- 5.3. Once a part exchange has been agreed and completed, any refund will be subject to the availability of the vehicle taken in part exchange.
- 5.4. Where part exchanged vehicles are no longer available due to onward sale, the refund amount will be based on the sale price inclusive of the value attributed to the part exchanged vehicle.
- 6. Payment and Deposits:
- 6.1. Full payment is due upon notification of vehicle availability. Payment must be by bank transfer or a method pre-agreed.
- 6.2. Deposits are non-refundable if the Customer cancels, except where Bluebell Motorhouse Limited cannot deliver as agreed.
- 6.3. Deposits paid will be deducted from the sale price at sale completion.
- 7. Cancellations and Returns:
- 7.1. Customers may cancel before delivery with written notice. Refunds, excluding deposits, are processed within 14 days.
- 7.2. For distance sales, consumers have 14 days post-delivery to return vehicles in original condition, bearing return costs unless faulty (Consumer Contracts Regulations 2013)

and minus any deductions as specified in the sales documentation.

- 7.3.. If cancelled after ordering extras, the Customer may be charged for those costs.
- 7.4. If the Customer fails to collect within 14 days of notification, Bluebell Motorhouse Limited may cancel, sell the vehicle, and deduct resale losses from the funds paid in addition to deposits.
- 7.5. Any refund agreed will be minus any damage charged to the customer including physical/cosmetic damage or faults or drive-on damage.
- 7.6. Excessive mileage will be charged at 0.50p per mile (any mileage beyond 200 miles per week is considered excessive) and be deducted from any refund.
- 7.7. Customers may be required to have the car valeted prior to return for vehicles considered hazardous or excessively dirty. Failure to do so may incur a deduction of £100 to cover a valet, at the discretion of Bluebell Motorhouse Limited.
- 8. Liability:
- ${\bf 8.1.}\ Bluebell\ Motorhouse\ Limited\ is\ liable\ only\ for\ loss\ or\ damage\ caused\ by\ its\ negligence.$
- $8.2.\ Liability\ is\ limited\ to\ repair,\ replacement,\ or\ refund,\ excluding\ indirect\ losses\ (e.g.,\ loss\ of\ use).$
- 8.3. Customers are responsible for items left in vehicles. Any items left in a vehicle on its return to Bluebell Motorhouse Limited will be disposed of, unless pre-agreed.
- 8.4. Customers' are responsible for ensuring nothing that may cause direct or undirect harm to Bluebell Motorhouse Limited, its staff or customers is left in vehicles
- 8.5. Statutory rights for death, injury, or fraud are unaffected.
- 8.6. Where a vehicle has been repaired by a third-party without prior written agreement from Bluebell Motorhouse Limited, Bluebell Motorhouse Limited will not be responsible for the cost of any such unauthorised repairs.
- 8.7. Repairs stated in 8.6. may invalidate any warranty and regulatory responsibility due to the vehicle being altered and/or modified.
- 9. Force Majeure:9.1. The Dealer is10. Warranty:
- 9.1. The Dealer is not liable for delays or failures due to events beyond its control, including natural disasters, strikes, or supply issues.
- 10.1. New vehicles carry manufacturer warranties; used vehicles have a warranty as agreed at time of sale, unless specified explicitly. 10.2. No warranty applies for commercial use, business-to-business sales, or modified vehicles.
- 10.3. Where warranty rights are exercised, Bluebell Motorhouse Limited will not be responsible for the communication or repair of any vehicles by third parties, unless agreed in writing.
- 10.4. All warranty terms and conditions are express terms of the sale and are binding.
- 11. Disputes:
- 11.1. Contact aftersales@Bluebellmotorhouse.co.uk with any issues or complaints.
- ${\bf 11.2.} \ Acknowledgement\ to\ issues\ raised\ will\ be\ provided\ within\ 48\ working\ hours.$
- 11.3. Issues will be resolved within 14 days where possible, with any delays being communicated.
- $11.4.\ Unresolved\ issues\ may\ be\ referred\ to\ the\ Motor\ Ombudsman\ (www.themotorombudsman.org)\ or\ the\ English\ courts.$
- 11.5. Bluebell Motorhouse Limited will not be responsible for any third-party repairs or work carried out.
- 11.6. Such work, if resulting in any modification/alteration of the vehicle including taking apart components, will be considered as voiding the warranty and a rejection of the right to repair provided by Bluebell Motorhouse Limited unless prior agreed in writing.
- 12. Data Protection
- 12.1. The Dealer processes personal data in accordance with UK GDPR protocols for sales, services, and marketing (with consent).
- 12.2. Data may be shared with finance providers or as required by law.