

TERMS & CONDITIONS OF SALE

Lux Motors (Trading name of JC Motors Engineering Limited)
122 Cloughton Avenue, Crewe, CW26EY | 01270 390374
Company Registration Number: 10289313

1. DEFINITIONS

In this Agreement:

- **"Dealer"** refers to Lux Motors, trading as JC Motors Engineering Limited.
- **"Buyer"** refers to the customer purchasing a vehicle.
- **"Vehicle"** refers to any motor vehicle sold by the Dealer, including all components and accessories.
- **"Agreement"** refers to the contract of sale between the Dealer and the Buyer.
- **"Warranty"** refers to any guarantee or third-party cover provided for repairs or defects.
- **"Consumer Rights Act 2015"** refers to UK legislation governing customer rights for faulty goods.

2. VEHICLE CONDITION & DESCRIPTION

- 2.1 The Dealer confirms that the vehicle description is accurate to the best of their knowledge.
- 2.2 Any known faults, damage, or cosmetic imperfections have been disclosed to the Buyer.
- 2.3 The Buyer acknowledges they have inspected the vehicle and are satisfied with its condition before purchase.
- 2.4 All vehicles come with a **minimum of six months MOT** at the time of sale.

3. PAYMENT TERMS

- 3.1 Full payment must be received before the vehicle is released to the Buyer.
- 3.2 Payment methods accepted:
- Bank Transfer
 - Debit/Credit Card (subject to limits)
- 3.3 The Dealer does not provide finance. It is the Buyer's responsibility to arrange their own finance.
- 3.4 **All deposits are non-refundable.**

4. VEHICLE COLLECTION & OWNERSHIP TRANSFER

- 4.1 The Buyer is responsible for collecting the vehicle unless delivery has been arranged.
- 4.2 Ownership transfers upon full payment, and risk passes to the Buyer at the time of collection/delivery.
- 4.3 The Buyer must provide proof of ID and insurance at the time of collection.

5. TEST DRIVES

- 5.1 Test drives are only permitted if the Buyer has held a **full UK driving licence for at least one year**.
- 5.2 The test drive must be **accompanied by a dealer representative** at all times.

6. WARRANTIES & GUARANTEES

- 6.1 The vehicle is sold with a **3-month standard warranty** provided by **Warranty Solutions Group**.
- 6.2 The Buyer may purchase an **extended warranty** at an additional cost.
- 6.3 The Buyer must comply with the warranty provider's terms for any claims.
- 6.4 Routine maintenance and servicing remain the Buyer's responsibility.
- 6.5 Warranty does not cover recovery costs. The Buyer is responsible for having adequate breakdown cover.
- 6.6 **Any modifications or alterations to the vehicle after purchase will void the warranty.**

7. RETURNS & REFUNDS

7.1 Faulty Vehicles (Consumer Rights Act 2015)

7.1.1 The Buyer may return a faulty vehicle under the following conditions:

- Within **30 days** for a full refund if a major fault existed at the time of sale.
- Within **six months**, a repair or replacement will be offered. A partial refund may be provided if a repair is not possible.

7.2 Non-Fault Returns

7.2.1 Returns are **not** accepted for:

- Change of mind.
- Dissatisfaction with the vehicle's features or performance.
- Damage caused by the Buyer after purchase.

7.3 Distance Selling (If Applicable)

7.3.1 If the vehicle was purchased **without face-to-face contact** (e.g., online with delivery), the Buyer may cancel within **14 days**, provided:

- The vehicle remains in the same condition as received.
- The Buyer covers return costs unless the vehicle is faulty.

8. PART-EXCHANGE AGREEMENTS

- 8.1 The Dealer will inspect the part-exchange vehicle upon delivery.
- 8.2 If undisclosed faults are found, the Dealer reserves the right to adjust the valuation or refuse the part-exchange.
- 8.3 The Buyer must provide all relevant documents (V5C logbook, MOT, service history).

9. BUY BACK POLICY

9.1 If the Dealer agrees to buy back the vehicle, charges will apply:

- A fee of **45p per mile** for mileage covered since the original sale.
- A **restocking fee** will also be charged, to be determined by the Dealer.

10. LIABILITY & DISCLAIMERS

10.1 The Dealer is not liable for:

- Issues arising after sale unless covered by warranty or consumer law.
- Third-party services, including finance providers and insurers.
- Incidental costs incurred by the Buyer (e.g., transportation, loss of earnings).

11. DATA PROTECTION & PRIVACY

11.1 The Dealer complies with **UK GDPR** regarding customer data protection.

11.2 Personal information is used solely for:

- Sales administration.
- Warranty processing.
- Legal compliance.

12. COMPLAINTS & DISPUTE RESOLUTION

12.1 Complaints should be submitted via [email/phone].

12.2 If unresolved, the Buyer may escalate the matter to:

- **The Motor Ombudsman** (if applicable).
- **Alternative Dispute Resolution (ADR) services.**

13. GOVERNING LAW

- 13.1 This Agreement is governed by the laws of **England and Wales**.
- 13.2 Any disputes shall be resolved in the courts of **England and Wales**.

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JC Motors Engineering Limited trading as Lux Motors