

Distance Selling Regulations For New and Used Vehicles

These terms and conditions apply when the Customer has made a purchase online. They apply in addition our standard sales terms which have been provided to the Customer by the Supplier and which can be viewed at <https://www.motuscommercials.co.uk/conditions-of-sale> (**Contract Terms**). Words which have a defined meaning in the Contract Terms shall have the same meaning in these terms.

If there is any conflict or ambiguity between the provisions of these terms and the Contract Terms, these terms shall apply.

In accordance with the Consumer Contracts Regulations 2013, if the Customer as a private consumer has entered into the Contract completely off premises (for example online or over the telephone), the Customer may cancel the Contract and return the Purchased Goods within 14 days of receiving them by contacting the Supplier using the email or telephone number given as the Supplier's contact details at the time of order.

On cancellation the Purchased Goods shall either be returned by the Customer or collected by the Supplier (as agreed between the Customer and the Supplier). The Customer will not be charged if they wish to have the Purchased Goods collected.

On cancellation or as soon as reasonably practicable afterwards the Customer and the Supplier will agree a time and date for collection of the Purchased Goods and the Customer will give the Supplier all reasonable assistance with collecting the Purchased Goods.

On cancellation of the Contract any related credit agreement will be cancelled.

On cancellation the Customer must, until the Purchased Goods are collected by the Supplier, take reasonable care of the Purchased Goods and keep the Purchased Goods in the Customer's possession.

Within 14 days of notification of cancellation of the Contract and provided that the Customer has not prevented the Supplier from collecting the Purchased Goods, the Supplier shall repay to the Customer the Price less any deduction made under clause 9 below. If the cancelled Contract involved a part-exchange the Supplier will (at its discretion) either return the vehicle that the Customer part-exchanged or pay to the Customer the agreed part-exchange value.

The Supplier shall be entitled to deduct from the refund of the Price under clause 8 above or charge the Customer for a sum equal to the reduction in value of the Purchased Goods resulting from anything done by the Customer with the Purchased Goods which it would not have been entitled to do whilst at the Supplier's showroom including, but not limited to, reduction in value resulting from any wear and tear, damage or any mileage over 10 miles added to the mileage at the time of delivery;

If the Purchased Goods are made to the Customer's specifications or clearly personalised then the Customer does not have the right to cancel the Contract.

Nothing in these terms or the Contract Terms affects your statutory rights.