

Terms & Conditions

In these terms and conditions:

"we/us/our" means Auto Mighty Ltd

"you"/"your" means the customer/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 UK 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 us 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. Your deposit 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 it for a further two weeks with a further 5% part-payment. Your deposit and part-payment will be forfeited if you fail to collect the vehicle by the stipulated date. 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 Auto Mighty Ltd until full payment is forthcoming from you or your chosen finance company and cleared into our bank account. The vehicle will also remain our property until your part exchange vehicle is clear of any outstanding finance that it might be secured against.

Payment Methods

Direct Bank Transfers, UK Debit Cards, Credit Cards and Cash. We can only accept up to £8,000 in cash. Please note we do not accept building society/personal cheques. 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 you are financing the vehicle through an outside finance company, then we will require full cleared funds in our account prior to releasing the vehicle. Additionally, there will also be a fee of £200 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.

Trade Sales

All vehicles sold into the trade, or sold as a trade sale, come with no warranty whatsoever and are 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. proof of ownership, mileage, outstanding finance, HPI register showing your vehicle to be clear, service history if stated and the vehicle being in the same condition as when it was valued by us. 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).

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Please note that it is your responsibility to advise the 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 you are therefore 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 our vehicles, but errors may occur. Please check with your 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 us 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.

“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 manufacturer’s dealership, and you will need to produce service history documentation to them at that time.

- 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.

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Extended Warranty Price List

Warranty Type	Cover Period	Vehicle Price	Labour Rate Covered	Price
Comprehensive	12 months	UP TO £10,000	£45/hr	£299
Comprehensive	24 months	UP TO £10,000	£45/hr	£549
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Comprehensive Plus	12 months	OVER £10,000	£90/hr	£399
Comprehensive Plus	24 months	OVER £10,000	£90/hr	£649
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Superior	12 months	ANY	£80/hr	£499
Superior	24 months	ANY	£80/hr	£899
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Superior Prestige	12 months	ANY	£80/hr	£699
Superior Prestige	24 months	ANY	£80/hr	£1299

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 by Auto Mighty Ltd via Email, Phone, Letter or Text. No third party will be provided personal details without your prior consent. 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 a finance 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

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usually best placed to resolve the concern. If your concern remains unresolved, contact our Customer Service Manager using the contact information below:

Email: sales@automighty.com

Phone: 01626 211311

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

Auto Mighty Ltd 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 the representative 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 matter.

After receiving our final response, should you find the outcome unacceptable, 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 4567 or 0300 123 9123

enquiries@financial-ombudsman.org.uk

Correspondence

All correspondence relating to Auto Mighty Ltd should be sent to:

Auto Mighty Ltd

Decoy Industrial Estate

Sterling House

Mead Way

Newton Abbot

Devon

TQ12 5UZ

Tel: 01626 211 311

Email: sales@automighty.com