

14 Day Love it or Swap it Guarantee

Terms and Conditions

If you purchase an eligible used vehicle from bravoauto and you change your mind as to its suitability or otherwise, then, subject to these terms and conditions, you may exchange the vehicle in line with the 14 Day Love it or Swap it Guarantee (the details of which are set out below).

In order to be eligible for the 14 Day Love it or Swap it Guarantee you must, within the 14 day Exchange Period, notify the Supplying Store of your intention to return the Original Vehicle and it must be returned in the same condition as it was when you purchased it (further details of eligibility are set out below).

Definitions:

1. In these terms, unless the context requires otherwise, the following definitions apply:
 - 1.1 'Customer' (or 'you/ your') is the retail consumer purchaser of the Original Vehicle named on the Order Form.
 - 1.2 'Day' or 'Days' means any day including a Saturday or Sunday, excluding Public Holiday.
 - 1.3 'Delivery' shall mean the day on which the Customer took physical possession of the Original Vehicle.
 - 1.4 'Exchange' means replacing the Original Vehicle with an Exchange Vehicle in line with the 14 Day Love it or Swap it Guarantee.
 - 1.5 'Exchange Notice' shall have the meaning given to it in Clause 6.1.
 - 1.6 'Exchange Period' shall mean the period of 14 Days, the first day being the day of Delivery and ending at 16:00 on the 14th day.
 - 1.7 'Exchange Vehicle' is a used passenger Vehicle purchased from the Supplying Store as part of an Exchange.
 - 1.8 'Original Vehicle' is the vehicle you have already purchased from bravoauto and want to exchange for another vehicle.
 - 1.9 'Price' shall mean the price set out on the invoice for the Original Vehicle.
 - 1.10 'Supplying Store' means the motor Vehicle store owned and operated by bravoauto (a trading name of Inchcape Retail Limited), from which the Customer purchased the Original Vehicle.
 - 1.11 'Return/ Returned/ Returning' means the point at which the Original Vehicle has been physically returned and delivered to the Supplying Store.

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2. These terms and conditions apply to all consumer sales of used vehicles with a sales price of less than £100,000 within the bravoauto network. For the purposes of this 14 day Love it or Swap it Guarantee, "consumer" is as defined in the Consumer Rights Act 2015. For the avoidance of doubt, these terms and conditions (and the benefit of the 14 Day Love it or Swap it Guarantee) shall not apply to any employee within the Inchcape Retail Ltd and the bravoauto network.
3. These terms and conditions apply to the exclusion of all others (including any verbal statement or representation) in respect of the 14 Day Love it or Swap it Guarantee. Nothing in these terms and conditions will affect or limit the statutory rights of the Customer.
4. If the Original Vehicle is purchased at a distance within the meaning of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Customer may within 14 days of Delivery cancel the contract and require the Supplying Store to refund the purchase Price subject to any applicable terms and conditions.
5. The 14 Day Love it or Swap it Guarantee is not available for vehicles that the Supplying Store offered for sale on behalf of a third party under a Sale or Return agreement.

Eligibility and Exchange Process:

6. To be eligible for the 14 Day Love it or Swap it Guarantee, you must:
 - 6.1 Within the 14 Day Exchange Period, notify the Supplying Store of your intention to Exchange the Original Vehicle and the reason for the return (Exchange Notice). This Exchange Notice must be in writing and take the form of an e-mail to the Supplying Store addressed to the 'Head of Business', setting out your name, address, date of purchase of the Vehicle, and Vehicle Registration Number. Any Exchange Notice served after the Exchange Period will be rejected by the Supplying Store and we will have no responsibility to consider your claim under the 14 Day Love it or Swap it Guarantee.
 - 6.2 Within 7 Days of the Exchange Notice, make and attend an appointment with the Supplying Store to have the Original Vehicle inspected and an Appraisal Condition Report completed (see Clause 9). You must return the Original Vehicle to the Supplying Store in the same state and condition as on the date of Delivery (the condition of the Original Vehicle at the point of Delivery will be determined by an appraisal document which will have been completed by the Supplying Store before handover and Delivery of the Original Vehicle). Once this appraisal process has been completed you will be credited an amount to allocate toward the purchase of another vehicle within bravoauto's stock, being the Exchange Vehicle (see Clause 10).
 - 6.3 Within 7 Days of the Exchange Notice, choose any used vehicle as the replacement Exchange Vehicle (provided that it is readily available from bravoauto group stock) and place an order for the Exchange Vehicle. This will involve entering into a new Contract for the purchase of the Exchange Vehicle. For the avoidance of doubt, the 14 Day Love it or Swap it Guarantee will not apply to the purchase of the Exchange Vehicle and you will not be permitted to use it.
 - 6.4 Not have covered a distance of more than 300 miles in the Original Vehicle at the point it is Returned. For the purposes of this clause, the miles covered shall be calculated from using the odometer reading at the point of Delivery and the odometer reading at the point of Return. If you have covered a distance of more than 300 miles in the Original Vehicle, the Supplying Store may accept the Return and Exchange of the Original Vehicle and charge you an excess for additional miles covered (see Clause 11 below).
 - 6.5 On the day of Exchange, Return the Original Vehicle to the Supplying Store (specifically, a member of the retail sales department) together with all keys, vehicle records and documents including the V5C (Vehicle registration certificate). You will be solely responsible for physically Returning the Original Vehicle to the Supplying Store in order to Exchange, and cover any associated costs of doing so. You remain responsible for the Original Vehicle and associated documents until you have Exchanged the Original Vehicle with bravoauto. In the event the V5C is not returned at the same time as the Original Vehicle, the Customer will incur a charge of £500 to cover the costs and losses associated with the lost V5C. The £500 will be refunded to the customer once the V5C is received by the Supplying Store (less any costs or losses incurred in replacing the V5C which will be deducted).
 - 6.6 Return all parts, accessories and handbooks supplied with the Original Vehicle at the time of Exchange, to the Supplying Store. This may include (but not limited to): parcel shelf; spare tyre; tools or tyre inflation kit; alloy wheel locking key; Vehicle handbooks, and satellite navigation disc. In the event that any (or all) of these items are not returned with the Vehicle, an additional cost may be charged to the Customer to cover any costs of replacement.
 - 6.7 Ensure that the Original Vehicle is insured with a fully comprehensive insurance policy from the date of Delivery until such time the Vehicle is Exchanged at the Supplying Store.
 - 6.8 Ensure that the Original Vehicle is free from any financial lien, charge or encumbrance at the point of Return of the Vehicle to the Supplying Store (save for any created via the Supplying Store at the point of sale to the Customer).
7. In the event that any of the above terms and conditions are not met by you, the Supplying Store at its sole discretion reserves the right to refuse your Return and Exchange of the Original Vehicle (or to deduct a reasonable sum from the Price to put the Original Vehicle back in the condition it was in at the time of Delivery as set out in Clause 9 below).
8. The Customer, or any customer using the same address as the Customer, may only claim under this 14 Day Love it or Swap it Guarantee once in a 24-month period commencing with the first claim.

Vehicle Condition:

9. At the inspection appointment (as set out in Clause 6.2) the Original Vehicle will be inspected, and the Appraisal Condition Report completed in accordance with our retail standards by the Supplying Store. If the Original Vehicle has been damaged since the date of Delivery, the Supplying Store at its sole discretion may: (a) reject the Exchange, or (b) accept the Exchange and deduct from the Price the reasonable costs of rectification of any damage caused to the Original Vehicle whilst it was in the possession of the Customer, and that the Supplying Store reasonably believes are required to restore the Original Vehicle to the condition it was in at the time of Delivery and the retail standards applicable to the Original Vehicle. Damage may include (but is not limited to) the following: scratched or damaged wheels or tyres; damaged paintwork, bodywork, glass or interior; scratches, dents, stains; removal or rectification due to the addition of non-genuine or non-standard parts or accessories, engine retuning, remapping, etc; damage or excessive soiling caused by any means including children or animals, etc; or any other issues noted that detract from the Original Vehicle's value since purchase. If any costs are incurred for rectification work needed, the Supplying Store will advise you before the Exchange is made.
10. Subject to Clause 9, the Supplying Store shall credit the Price of the Original Vehicle, less any deductions (including any sums required to settle any financial lien, charge or encumbrance or repair costs under Clause 6.8). The Exchange Vehicle may be of a higher or lower value- (a) if higher, then any difference in price, is to be settled by the Customer, or (b) if lower, the difference will be paid by bravoauto in £ pounds sterling via an electronic transfer to the payment card from which the original payment was made. Please note that no payment shall be made until the V5C for the Original Vehicle has been returned to the Supplying Store (if the V5C was not provided in accordance with Clause 6.5).

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Additional Charges and Exclusions:

11. If the Original Vehicle has travelled more than 300 miles since you purchased it (as noted in the order documents), and the Supplying Store at its sole discretion chooses to still accept the Exchange we will charge you an excess of 50 pence per mile for each mile after the first 300 miles. This amount will be deducted from the Price of the Original Vehicle and therefore the credit available to you, or added to any additional payments we need to take from you.
12. The 14 Day Love it or Swap it Guarantee will be void if any track, race, rally (motorsport), taxi or commercial use, or off-roading occurs that would impact the condition of the Original Vehicle. For the avoidance of doubt, the 14 Day Love it or Swap it Guarantee only supports standard road use during the Exchange Period.
13. We reserve the right to refuse the Return of the Original Vehicle and subsequent Exchange if we suspect any breach of applicable law, including in relation to fraud, money laundering, or other dishonesty relating to the purchase or subsequent use of the Original Vehicle or conduct during the Exchange Period.
14. Cherished plate transfers are the responsibility and at a cost to the Customer.
15. Any costs incurred by the Customer in relation to the Original Vehicle i.e. Road Fund Licence and comprehensive insurance, will not be Refunded by the Supplying Store.
16. No reimbursement will be made for any fuel left in the Original Vehicle at the point of Exchange.
17. Nothing in these terms affects your statutory rights as a consumer.

Warranty and Additional Products:

18. Any bravoauto warranty and/ or Club SmartGuard purchased with the Original Vehicle from us will be refunded and cancelled by us.
19. If you have purchased bravoauto Asset Protection via CarCare Plan Limited, the Customer is responsible for advising them that they wish to cancel the policy and obtain a refund.
20. Once the Original Vehicle has been Returned to the Supplying Store, it will notify the Warranty Provider and any 4 months warranty and breakdown assistance cover or any other service contract arranged through the Store will be automatically terminated.
21. If you have purchased a service plan in relation to your Original Vehicle, it is your responsibility to notify the service plan provider that you wish to cancel your service plan. You will be responsible for any cancellation fees that are incurred as a result of this cancellation.
22. If GardX has been applied to your Original Vehicle you will receive a full Refund provided that you Return the unused Aftercare Kit to the store.

Finance Agreements:

23. If you have financed the Original Vehicle and wish to Return it to us within the Exchange Period, we will arrange for your finance agreement to be cancelled before any payment is taken by the finance company.

General:

24. We reserve the right to vary the terms and conditions of or withdraw the 14 Day Love it or Swap it Guarantee at any time (provided that no such variation or withdrawal will affect your rights in relation to a Vehicle that has already been purchased before the variation or withdrawal comes into effect). In the event of any dispute as to the interpretation of these terms and conditions, the application of the same or otherwise, the decision of the Supplying Store shall be final.
25. Save for the Price, the Supplying Store shall not be liable for any claims, demands, damages, expenses or costs (including, without limitation, legal costs) incurred or made against it howsoever arising, whether directly or indirectly arising from the 14 Day Love it or Swap it Guarantee.
26. In the event of any conflict between these terms and conditions and those contained on the Order, these terms and conditions shall prevail.
27. These terms and any document expressly referred to in them represents the entire agreement between you and us in relation to the 14 Day Love it or Swap it Guarantee.
28. A person who is not a party to the 14 Day Love it or Swap it Guarantee shall not have any rights under or in connection with it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
29. The 14 Day Love it or Swap it Guarantee is governed by the laws of England and Wales.