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Personal LawCare *update*

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> BUYING A CAR - A GUIDE TO YOUR RIGHTS

For many of us, buying a car is probably one of the biggest purchases we will ever make. If you're buying a brand new car, you should be entitled to a warranty, which will cover you if the vehicle breaks down or develops a fault within a particular time frame.

However, if you are buying a second hand car from a trader or independent seller, the law protects you in various ways if something goes wrong.

When you buy a car from a car dealer or an online car dealer (also known as traders), the car must be:

- of satisfactory quality, e.g. the windscreen should not be chipped
- fit for purpose, e.g. if you ask for a car that can tow a caravan it should be able to
- as described, e.g. the car should match its description given in conversation or in an advert

If a car doesn't meet any of those points, it is faulty and you will usually have the right to a repair, replacement or refund.

If you buy a car from a trader online or over the phone, you also have the right to a 'cooling off' period. This gives you seven working days after the car has been delivered to cancel your order for any reason and get your money back.

But if you buy a car from a private seller or at a car auction for traders, you have fewer rights. The car only has to match the description given by the seller and be theirs to sell (e.g. not stolen or owned by a finance company).

Before you buy a second-hand car, you should always check the condition of the car, including mechanical checks, the car's history and give it a test drive. These simple checks will reduce the risk of it being faulty or stolen.

If you discover a fault with a car you've bought from a trader, contact them immediately. If the trader agrees to sort out the fault, what the trader will offer you will usually depend on the amount of time you have owned the car (if you've had good use from the car it's unlikely you'll get a full refund), how serious the fault is, and the cost of carrying out repairs or replacing the car.

The law here is complex and you may need to get advice about whether the trader should offer to repair, replace or refund the car.

If you want to make a complaint about your car, first contact:

- the trader if you bought the car from a dealer
- the seller if it's a private sale or you bought your car from an auction house
- the finance company if you paid for the car using a credit card or a loan arranged by the trader

If you bought your car at an auction, the auction house does not have to give you a seller's details.

If the problem isn't sorted out, make sure you follow up your complaint in writing. You can also contact your free legal advice service for help with writing the letter. If you're not happy with the response, check out whether the seller is a member of a trade association or seek further guidance from your free service.

> DOOR TO DOOR SELLING

Door-to-door selling is when someone comes to your home or work to sell something. It might be a product such as double glazing, or it could be a service like cleaning or gardening.

Door-to-door sellers should always show a form of identification that gives their name and their company name and make it clear from the start of your conversation that they are selling something. They should never make you feel pressurised into buying something.

Some door-to-door sellers are members of the Direct Selling Association (DSA), which means they offer higher standards of customer care than is required by law. For example, members must offer a formal complaints process.

Your rights

You have the same rights when you buy something from a door-to-door seller as you do when you buy on the high street. This means items should be free of faults and services should meet the standard you expect for the price you paid.

If you've placed an order with a door-to-door seller for over £35, you usually have seven working days to cancel your order for any reason. This is known as a cooling-off period.

The seven working days start from when the seller gives you written information about your right to cancel, and until you are given written information about your right to cancel, the seller can't hold you to anything in the contract.

You don't have the cooling-off period for:

- insurance
- shares or investments
- food or drink supplied by regular delivery companies, e.g a milk round
- mortgages or home purchase plans when you agreed to a visit from the salesperson
- the sale or rental of a property
- construction work, unless it's for extensions, patios, conservatories, driveways or home improvements

If you want to cancel your order, you need to do this by letter or email. If you post a letter, make sure that you send it recorded delivery so you can prove the date you posted the letter.

Making a complaint

If you don't hear back from the seller or don't agree with their response, you should make a complaint in writing. If the company is a member of the Direct Selling Association (DSA), you should go through the company's formal complaints process. If your complaint isn't sorted out appropriately, call your advice line for practical guidance on the next steps to take to resolve the issue.

> YOUR FREE BENEFIT: PERSONAL LEGAL ADVICE

You are entitled to a free telephone legal advice line staffed by qualified legal professionals.

Comprehensive advice is available on all areas of personal law, including domestic and matrimonial problems, personal injury claims, motor related disputes, or property worries.

Everyday problems can cause feelings of stress and anxiety and it is for this reason that advice is available on the simplest through to the most complex of matters.

Simply call: 01455 251 500

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