

Disclaimer

Your Legal Rights when Buying a Used Van?

The Sale of Goods Act lays down several conditions that all vehicles sold by a trader to a consumer must meet. The vehicle must be:

As described - this refers to any advert, paperwork, signage or verbal description made by you.

Of satisfactory quality - this covers minor and cosmetic defects as well as substantial problems. It also means that products must last a reasonable time. But it doesn't give your customer any rights if a fault was obvious or pointed out to them at point of sale.

Fit for purpose - this covers not only the obvious purpose of a vehicle such as towing a caravan but also any purpose your customer queried and has been given assurances about.

If you sell a vehicle to a customer that doesn't conform to the above conditions you are legally obliged to resolve the problem if they seek redress.

The Act covers new and second-hand vehicles however if you sell to another trader under 'trade' terms, their only entitlement to a refund is if the vehicle isn't 'as described'.

Customers' Legal Right to Reject a Van

The Sale of Goods Act states that if a customer wants to reject a faulty vehicle, they have to do so within a "reasonable time". A legal definition of "reasonable" is not given though - it varies from case to case. If a customer rejects a faulty vehicle within this "reasonable" period, they are entitled to ask for their money back and **maybe** compensation to cover costs (consequential damages).

However, the right to reject goods and get a full refund only lasts for a relatively short time after which the customer is deemed to have 'accepted' goods. This doesn't mean that the customer has not got legal redress against you, just that they are not entitled to a full refund.

Instead the customer is first and foremost entitled to compensation or to have the vehicle repaired (at least cost) or replaced.

When a Customer Cannot Make a Claim

A customer has no rights in respect of defects that were brought to their attention before the sale, or if the customer examines the goods before purchase and any defects should have been readily noticeable.

A customer cannot claim for damage they may cause to themselves, or if they themselves damage the vehicle (accidental damage), or they simply change their mind about wanting the vehicle.

A customer cannot claim if they choose a vehicle themselves for a purpose which is neither obvious nor made known to you, and they then find that the vehicle is simply unsuitable for that purpose.

A customer has no rights to claim for faults that appear as a result of fair wear and tear.

A customer cannot make a claim for a misdescription if they were aware it was a misdescription before the sale was agreed.