

1. THESE TERMS

CEM Day LTD are a company registered in England and Wales under company number 00215538 and our registered office is at Cem Day LTD, Swansea Road, Gorseinon, Swansea SA44LL.

These terms (together with the documents referred to within) (the "Terms") set out the terms on which we, CEM Day LTD, will buy from you and you will sell to us your car (the "Car").

Please read these Terms carefully before you sign our standard written purchase contract (the "Contract") to which these Terms apply. We recommend that you keep a copy of them for future reference.

By entering into the Contract, you confirm that you accept these Terms and that you agree to comply with them.

2. MAKING YOU AN OFFER

Even if you have obtained an online valuation for your Car on our website <https://www.days.co.uk/valuation/> ("Website"), we always carry out a physical inspection of the Car (the "Appointment") before we make you an offer to buy it. Once we have inspected the Car, we may make you an offer to purchase the Car at a given price ("Price"). The Price may differ from any online valuation you obtained using our Website if, on inspection of the Car at the Appointment, we consider that the value of the Car is affected by any aspect of its history or condition, including any unusual feature or customisation or anything which affects or limits the Assumptions that we made about the Car, which was not apparent to us when we gave the Online Valuation.

We are not obliged to purchase any Car brought to an Appointment (in particular we reserve the right to turn you away from an Appointment if you are selling the Car for commercial purposes, e.g. in the course of a motor trade business) and neither are you obliged to sell any car brought to an Appointment.

3. ENTERING INTO THE PURCHASE CONTRACT

If you wish to accept our offer to purchase the Car at the Price, a binding agreement to purchase the Car will only be made between us once both you and we have signed our standard written purchase contract (the "Contract") on the terms and conditions set out in these Terms.

Any negotiations or discussions which take place prior to signing the Contract will not be binding on you or us.

4. YOUR REPRESENTATIONS

If we buy a Car from you, we will be relying upon your representation that:

- (a) you are legally capable of entering into a binding contract to sell the Car;
- (b) you are at least 18 years old;
- (c) to the best of your knowledge, information and belief:
 - (i) you are the sole legal and beneficial owner of the Car;
 - (ii) other than in respect of any finance outstanding on the Car which you have disclosed to us, no person has any claim to the Car;
 - (iii) the mileage reading on the Car is true and accurate and the odometer has not been tampered with;
 - (iv) you have disclosed to us all matters which a prudent purchaser would want to know about, such as physical defects in the Car (e.g. if it has any material mechanical problems or damage);
 - (v) all information supplied by you in respect of the Car (whether in obtaining an On-line Valuation, at any Appointment or otherwise) is true and accurate in all respects; and
 - (vi) the Car is registered in the UK; and
- (d) you are not (nor are you acting on behalf of anyone who is) selling the Car in the general course of business.

In the event that we discover (at any time) that any of the above representations are (or are likely to be) inaccurate, untrue or false then we reserve the right (at our sole discretion) to:

- (a) request any documentation or information we deem necessary to determine whether the above representations are untrue or false; and/or
- (b) withdraw any offer to buy the Car with immediate effect; and/or
- (c) to rescind any Contract with immediate effect; and/or
- (d) (where appropriate) seek damages from you.

5. HAND-OVER REQUIREMENTS

At the time of making the Contract, you will need to provide use with:

- all copies of the Car's keys you have;
- the Car's registration document (together with appropriate proof of purchase if requested by us);
- the Car's service history (if any);
- the Car's MOT certificate (if any);
- the Car's user manuals (if any); and
- any accessories there may be such as a locking wheel nut, radio fascia or remote controls.

We will also expect you to remove any personal possessions from the Car once the Contract has been concluded. We will not be responsible for any personal items lost once the Car is in our possession.

In the event that you fail to comply with these hand-over requirements, you agree that we have the right to withdraw any offer to buy the Car with immediate effect, to rescind or terminate any Contract with immediate effect and/or to indicate a revised Price at which we will be prepared to purchase the Car. If we elect to rescind the Contract, we will return the Car to you, and you will refund the Price to us.

6. PRICE AND PAYMENT

Once the Contract has been made and we are in possession of the Car, we will pay you the Price for the Car, by electronic transfer to the bank account of your choice.

Our standard means of payment is by Future Dated Faster Payment which takes 4 working days, after the day of sale, to arrive in your account. In most cases faster payment options are available for an additional fee and if selected the cost and speed of payment is displayed on the invoice.

It is possible that events beyond our control may delay payment, and if that happens we will not have any liability to you for the delay, save that we will refund the payment fee if it has been paid, or deducted from the Price, for the enhanced payment speed if the payment is not made the timescales quoted on the invoice.

7. CARS SUBJECT TO FINANCE

We may make you an offer to purchase the Car even though it is the subject of a finance arrangement between you and a third party ("Finance Agreement"), provided that we receive a written statement of the amount required to settle the Finance Agreement in full from the third party.

We will only pay to a third party such sum as we agree with you in writing. Following receipt of any sum due from you under condition (b) below, we will forward such sum to the third party on your behalf, as soon as is reasonably practicable after we enter into the Contract.

If the Price is:

(a) higher than the settlement figure required to fully settle any sum outstanding under any Finance Agreement we will pay you the difference; or

(b) lower than the settlement figure required to fully settle any sum outstanding under any Finance Agreement you must pay us the difference.

8. USE OF YOUR INFORMATION

We use and record the information you give us for any On-Line Valuation and/or in entering into a Contract, for the purpose of making payment to you and in case we need to address any complaint, in accordance with the terms of our Privacy Policy which can be found at : www.days.co.uk/privacy-legal/

9. OUR GUARANTEES

- We guarantee our online valuation for 4 days.
- If your car is in the condition you say it is, we promise to pay the price we quote.
- Don't worry, if we jointly identify further discrepancies, we will be happy to remove those items from our inspection if you can rectify them to a professional standard. If you rectify them within the 4 day guarantee period, you'll get the initial valuation quoted online.