

TERMS AND CONDITIONS

Definitions

"Company" - means Echo International Ltd Trading as Topgear Autos.

"Consumer" - the person, or firm, company or other body not connected to the motor trade industry or on behalf of whom/which the Order / Invoice has been signed.

"Trade Buyer" - a person, firm, company or other body that are involved in the motor trade or linked in their line of business to the motor trade.

"Contract" - A Contract exists when the purchase invoice has been signed by both the Company and the Customer.
Website information - if the information provided on our website should be shown to be incorrect and the purchaser has relied on this information, then we will notify the purchaser as soon as possible and offer a refund of any deposit made.

- All cars sold to a Consumer (excluding a Trade Buyer) come with a minimum 28 day warranty (details available upon request) which will start from the day of delivery/Collection. Additional warranty cover can be purchased for three, six or Twelve months, prices available upon request.
- Alternatively some vehicles may come with the remainder of the manufacturer's warranty; the consumer shall receive the warranty cover whichever is the greater.
- Trade Buyers are not covered by our 28 day warranty.
- Any mileages quoted are approximate and may not be always be accurate.
- Topgear Autos attempt to check and verify the vehicles mileage as being accurate by carrying out a variety of checks including previous owners, Service History, MOT History via a VOSA Check, and a HPi Check. In the absence of any statement to the contrary, the purchaser should regard the mileage displayed as checked.
- Where a purchaser changes their mind and cancels a contract for the purchase of a vehicle, we are entitled to look for and recover our reasonable expenses, such as administration costs and loss of profit. These costs will be deducted from any prepayments made by the purchaser and any remaining monies will be refunded.
- Any proposed contract shall be governed by and be in the jurisdiction of English Law and the Laws of the United Kingdom only.
- Unless otherwise agreed in writing, the purchaser must pay in full, the stated price of the car before taking delivery or collecting, and in any event within 14 days of notification that delivery or collection can be made. Non-payment by the due date - our company will send you a reminder asking you to pay the due balance within 7 days. If the purchaser fails to agree to the revised date then we are entitled to recover our reasonable expenses which include storage costs and interest on the debt.

All reference to payment means cleared funds. If the Company agrees to part of the price for any vehicle being paid by way of a part exchange vehicle, such vehicle must be delivered to the Company on or before delivery of the newly purchased vehicle and the following conditions shall apply at the date of delivery and or exchange of the vehicles:-

(a). Any details and statements made describing the part exchange vehicle set out must be true to the seller's best knowledge and the vehicle must be in virtually the same condition as seen at the date of its examination / valuation or the acceptance of it as a part exchange by the company.

(b). If either or both of those conditions are not met, the Company shall be entitled to cancel the contract and to seek damages from the seller.

(c). The Company shall be entitled to offset these damages against any deposit paid by the seller.

(d). The company shall at the request of the seller, transfer the title of the vehicle to such third party provided that all reasonable costs of the company are paid by the seller and the seller is bound by these conditions.

The company reserves the right to settle any outstanding credit owing on an item offered by a seller for part exchange and to deduct that amount from the value of the part exchange item. The Company shall not be liable to the purchaser / seller or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, if the delay or failure was due to any cause beyond the Company's reasonable control.

Any claim by the seller based upon defects in the quality or condition of the vehicle shall be notified to the Company within a reasonable time of the date of delivery or, where the defects were not apparent on a reasonable inspection, within a reasonable time after discovery of the defects.

The company shall deliver or make the vehicle available for collection at the Company's address stated. Any dates/times quoted for delivery/collection are approximate only, as some factors are outside of our reasonable control. Time shall not be of the essence unless agreed by both parties in writing. The company shall be entitled to levy reasonable storage charges having given notice to the purchaser that the vehicle is ready for collection. After purchasing a vehicle from us, if you should experience any problems or concerns with your vehicle please contact our company as soon as possible.

Warranty

We will pay towards the cost of repairing the vehicle, up to the sum of 20% of the total value of the vehicle, our company reserve the rights to repair the vehicle through one of our nominated repairers, this may involve asking you to bring the car back to us for inspection if the vehicle is drivable and we think it is safe for you to do so, in the contrary it may be necessary to arrange for the collection/recovery of your vehicle by us for inspection where appropriate, customer should not abstain from allowing us access to the vehicle nor refuse any arrangement which may we see fit to remedy the situation, customer should inform us immediately once the fault become apparent and shall not continue the use of the vehicle which may cause further damage, failure to comply may result in rejection of your claim for negligence and holding you responsible for any charges incurred by us in inspecting, recovering your vehicle.

What is covered by your Policy

The purpose of this policy is to contribute to the cost of repairs to your vehicle, required due to the unforeseen mechanical breakdown of the specified components. The period of cover and maximum claim limit is set within this agreement, the component covered is mainly of mechanical components, such as engine and gearbox. Following a breakdown of any insured part or damage to any insured part caused by the breakdown of a part which is not covered under this policy. This breakdown must happen during the period of insurance. You may have to pay towards improving the condition of the vehicle, depending on the mileage at the time of the breakdown. You may also have to pay if the labour rate the repairer charges is higher than the network labour rate where applicable, We will not pay for repairing or replacing parts which have not suffered a breakdown or for rectifying oil leaks where there is only evidence of oil marking and staining and no oil is dripping from a joint or seal or when repairs to rectify the oil leak do not necessitate the removal of the engine, transmission or final drive unit. Also, we will not pay for any breakdown caused by parts which were faulty before your cover started.

We will not cover:

- 1. The breakdown of any part if this is caused mainly or completely by wear and tear; or •
2. Damage to any part if this is caused by the breakdown of an excluded part if this is caused mainly or completely by wear and tear.
3. Breakdown or damage caused by using incorrect or contaminated fuel, oil, lubricant, coolant or other fluid.
4. Vehicles that are or have been used for: • competitive purposes including rallying, racing, time trial and pacemaking; • vehicles that have been used for hire or reward, as a taxi, by a driving school or for commercial delivery purposes such as despatch or delivery courier; or • vehicles that are used off-road.
5. Any loss or damage caused by a traffic accident, accidental damage, theft or attempted theft, the vehicle not being used properly, or any act which is wilful, against the law or negligent.
6. Any loss arising from you not having the vehicle serviced in line with the conditions of this policy, or you not maintaining the vehicle properly as set out in your servicing handbook, or through failure to use the manufacturer's recommended type, grade and quality of engine oil or where the camshaft drive belt has not been changed in accordance with the manufacturer's recommendations.
7. Any loss where the mileometer has been tampered with, altered or disconnected.
8. Repairing or replacing parts which have not suffered a breakdown.
9. The cost of any work not associated with a valid claim.
10. Any repair or replacement, loss or damage or liability, which is covered by any other warranty or guarantee or goodwill settlement or repair, or any form faulty design or faults which mean that the manufacturer needs to recall parts, or any manufacturer modifications.
11. We will not pay for any losses which are not directly covered by the terms and conditions of this policy.
12. Any external oil leaks other than those oil leaks that are specifically covered.
13. Breakdown or damage to parts (whether insured or not) caused by frost, water, freezing liquids, worn friction materials (including a worn clutch friction plate damaging a flywheel), carbon build up, corrosion, oxidation, blockages, contaminants building up, sludge or silt, or other waste matter that has prevented the parts from working properly.
14. Breakdown (including repeat repairs) or damage caused by poor workmanship or faulty parts.
15. Repairing or replacing parts which we believe were faulty or could have been identified by a suitably qualified engineer as being faulty before this policy started.
16. Service and maintenance related components including (but not limited to) anti-freeze, brake drums, brake discs, brake fluid & brake friction materials (brake pads & brake shoes), clutch covers, clutch friction plates, clutch release bearings, exhaust pipes & exhaust pipe gaskets, filters, grease, oils, sparking plugs, refrigerants, and tyres.
17. Burnt or worn-out clutch parts, and the build-up of carbon deposits (including burnt or carbonised valves and removing carbon deposits).
18. Any faults, damage or loss arising from errors, viruses, omissions or faults in any application or systems software.
19. Alterations, repairs, modifications or replacements that are necessary because the vehicle's operating system has failed to recognise any date change.

20. Vehicles which are owned, temporarily or permanently, by a business set up to sell or service motor vehicles.
21. Any liability for death, bodily injury or damage to other property or to other parts of the insured vehicle, or any loss arising directly or indirectly from a breakdown.
22. Loss of, destruction of, or damage to any property (or any loss, expense or legal liability this leads to) caused by or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel.
23. Any explosive, nuclear assembly or nuclear part.
24. Loss, destruction or damage arising from pressure waves caused by aircraft travelling at or above the speed of sound.
25. Any modifications, system updates or recalls.
26. Car hire - we will not pay for a replacement vehicle for the first 24 hours your vehicle is out of use and we will not pay for any fuel or insurance in connection with a hire car.
27. Failure of any insured part (or parts) which a qualified engineer appointed by us, believes has been aggravated due to the vehicle being driven on after the fault was more than likely to have been apparent to the driver. In such cases we will only be liable for the reasonable repair costs the engineer believes would have resulted if the vehicle had been stopped at the earliest opportunity.
28. Any costs for repair work that were not agreed with the Claims Department prior to the work being completed.
29. When the vehicle age is over 6 years or the recorded mileage is over hundred thousand miles, a contribution to the parts costs may be required.
30. You will be required to pay the amount of excess shown in the schedule for each claim.