



**OFFICE OF THE STAFF JUDGE ADVOCATE  
501st COMBAT SUPPORT WING  
RAF ALCONBURY / RAF CROUGHTON, UK**



**CONSUMER RIGHTS—SECOND-HAND VEHICLES**

**Rejecting a Second-hand Vehicle**

If there's a problem with a second-hand vehicle soon after you've bought it—for example, the vehicle develops a problem you wouldn't expect for its age and mileage, or turns out not what you'd been led to expect—you may have the right to reject it and get your money back.

If you bought the vehicle any time after 1 October 2015, you have only 30 days to reject it and get a full refund under the Consumer Rights Act.

**30-day Right to Reject**

Under the Consumer Rights Act you have a legal right to reject goods that are of unsatisfactory quality, unfit for purpose or not as described, and get a full refund—as long as you do this quickly. This right is limited to 30 days from the date you take ownership of your product. After 30 days, you will not be legally entitled to a full refund if your item develops a fault, although some sellers may offer you an extended refund period.

This right to a refund doesn't apply to products you've bought as downloads - such as music, games or apps. You can, however, ask for a digital product to be repaired or replaced if it develops a fault. And if this is not possible, or is unsuccessful, you have the right to receive a price reduction.

Vehicles bought before 1 October 2015 would have come under the Sale of Goods Act, which has now been replaced by the Consumer Rights Act. This stated that you must have rejected the vehicle within a reasonable time frame (probably within three to four weeks—less if it was an obvious problem).

**If you reject a second-hand vehicle bought in the UK, you must stop using it immediately.**

**Returning a Second-hand Vehicle**

If you are outside the 30-day right to reject, you have to give the retailer one opportunity to repair or replace any goods or digital content which are of unsatisfactory quality, unfit for purpose or not as described.

You can state your preference, but the retailer can normally choose whichever would be cheapest or easier for them to do. If the attempt at a repair or replacement is unsuccessful, you can then claim a refund or a price reduction if you wish to keep the product.

You're entitled to a full or partial refund instead of a repair or replacement if any of the following are true: the cost of the repair or replacement is disproportionate to the value of the goods or digital content; a repair or replacement is impossible; a repair or replacement would cause you significant inconvenience; or, the repair would take an unreasonably long amount of time.

If a repair or replacement is not possible, or the attempt at repair fails, or the first replacement also turns out to be defective, you have a further right to receive a refund of up to 100% of the price you paid, or to reject the goods for a full refund.

If you don't want a refund and still want your product repaired or replaced, you have the right to request that the retailer makes further attempts at a repair or replacement.

### **The First Six Months**

If you discover the fault within the first six months of having the product, it is presumed to have been there since the time you took ownership of it—unless the retailer can prove otherwise. During this time, it's up to the retailer to prove that the fault wasn't there when you bought it—it's not up to you to prove that it was.

If an attempt at repair or replacement has failed, you have the right to reject the goods for a full refund, or price reduction if you wish to keep the product. The retailer can't make any deductions from your refund in the first six months following an unsuccessful attempt at repair or replacement.

The only exception to this rule is motor vehicles, where the retailer may make a reasonable reduction for the use you've already had of the vehicle after the first 30 days. If you'd prefer to keep the goods in question, you can request an appropriate price reduction.

### **Six Months or More**

If a fault develops after the first six months, the burden is on you to prove that the product was faulty at the time you took ownership of it. In practice, this may require some form of expert report, opinion, or evidence of similar problems across the product range.

### **Second-hand Vehicle From a Dealer**

When you buy a second-hand vehicle from a used-car dealership in the UK, you have rights under the Consumer Rights Act (which replaced the Sale of Goods Act). You should expect the vehicle to: be of satisfactory quality (taking into account its age and mileage); meet any description given to you when you were buying it (whether in the ad or in discussions prior to sale); and be fit for purpose (in this case, to get you from A to B safely).

If the second-hand vehicle does not meet these requirements, you have the right to claim against the used-car dealer for breach of contract. You should make contact with the dealer as soon as possible.

If something you buy is not as described, or the seller is guilty of misrepresentation, you're entitled to: give the second-hand vehicle back and get your money back or ask for compensation if you want to keep the vehicle (usually the cost of any repairs it needs).

If you buy a second-hand vehicle in the UK that was not described as being in excellent condition or good working order, and it breaks soon after you buy it, you don't have any right to reject it or to claim compensation.

### **Second-hand Vehicle Bought Privately**

You have fewer rights when you buy a used vehicle from a private seller as key parts of the Consumer Rights Act do not apply. For example, there is no legal requirement for a vehicle to be of satisfactory quality or fit for purpose. However, contractual rules about misrepresentation do apply.

Legally, the seller must accurately describe the second-hand vehicle. For example, an advertisement must not say “one owner” when the vehicle has had several. Moreover, the seller must not misrepresent the second-hand vehicle; that is, tell you something about it which is not true. For example, if it has been in an accident, the owner cannot tell you otherwise.

If you are buying from a private seller, the onus is on you as the buyer to ask all the right questions before making the purchase. The seller does not have to volunteer extra information so, if you do not ask questions, you may not have the full picture of the vehicle's history or be aware of any potential faults.

### **General Advice on Purchasing a Used Vehicle in the UK**

If you are buying from a trader (a dealer/business that sells vehicles), make sure the trader has a good reputation. Also, consider whether the trader has vehicles that have been inspected by an independent engineer or motoring organization, and if the trader has a trade organization sign—if so, you will be able to act through a trade association if something goes awry.

Check the vehicle's history. Check the vehicle's details with the Driver and Vehicle Licensing Agency (DLVA). Check the MOT and history and get a private history check. Inspect the vehicle and take a test drive. If you are still not sure about the vehicle, get an independent report—calling the Motor Ombudsman (a government-backed regulatory body of the motoring industry) at 0345 241 3008 can give advice on where to get an independent report in your area.

When you purchase the vehicle, make sure you get the original (not a photocopy) of the log book (the V5C registration certificate) and the valid MOT test document. Never buy a vehicle without the log book.

**Resources**

- <https://www.citizensadvice.org.uk/consumer/buying-or-repairing-a-car/buying-a-used-car/>
- <https://www.gov.uk/buy-a-vehicle>
- <https://www.gov.uk/get-vehicle-information-from-dvla>
- <https://www.gov.uk/check-mot-history>
- <https://www.themotorombudsman.org/>

**Conclusion**

There are certain steps you can take to help you avoid purchasing a vehicle that has been badly damaged, stolen or illegally altered. Following the steps outlined above will also help guide you in obtaining a reliable vehicle that does not break down. Conducting the proper checks up-front will save you distress and money down the line.

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**RAF Alconbury and RAF Croughton Legal Office Hours**

All Services by Appointment Only (email [501cswja@us.af.mil](mailto:501cswja@us.af.mil))

*Tuesdays and Thursdays 1000-1200 & 1300-1400*

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Current as of May 2022