

A Car Buyer's Guide

Advice for consumers when buying a car in Northern Ireland, Republic of Ireland and Great Britain.



Department for the
Economy
www.economy-ni.gov.uk

**Trading
Standards
Service**



Whether it's about having more choice or cutting costs, new and used car buyers often look further afield for the right deal.

Whilst this may bring certain benefits, problems can sometimes arise.

This leaflet will help you to steer clear of some common bumps in the road and avoid costly pitfalls.





1. Your consumer rights

The law of the country in which you purchased your car will be the law that applies should a fault arise.

In the United Kingdom (UK), the relevant legislation falls under The Consumer Rights Act 2015 for cars purchased from 1 October 2015 onwards, or The Sale of Goods Act 1979 for cars purchased prior to this date.

In the Republic of Ireland (RoI) the relevant legislation covering car sales are the Sale of Goods and Supply of Services Act, 1980, and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003.

The law in the UK and RoI means the car you purchase must be:

Of satisfactory quality

This will take into account factors such as how much the car cost, whether it is new or used, and its mileage. The law also says goods should continue to stay in good working condition for a reasonable length of time.

When a car is second hand, the definition of what is satisfactory quality may be relaxed a little, as it is unlikely it will be free from any flaws. It should however be in reasonable condition, roadworthy, and safe.

As described

The car must meet any description given verbally by the trader, or in any of the written details or advertisements. The description given must not be misleading and would apply to details like the mileage, the car's condition, specification and if any repair work has been carried out.

Tip



Always keep a copy of the original newspaper/trade paper or online advertisement so you can prove what was originally described if a problem arises. If the car was described over the phone, ask for the details to be confirmed in writing.

Fit for purpose

This would include whether the car is roadworthy and safe to drive (unless clearly stated otherwise, for example if it is being sold as a 'fixer-upper'). You should be able to use the car for the purposes that you would normally expect from a vehicle, including any particular purpose that you tell the seller about before you buy, or which the seller has advertised.

If something you have bought does not meet with any of the above implied terms, it could be considered a breach of contract.

Unfair Trading Regulations

Car traders must also comply with The Consumer Protection from Unfair Trading Regulations 2008 (UK) and the Consumer Protection Act 2007 (RoI), which ban the following practices:

Giving false information – either verbally, in a photograph or picture, or in writing. For example: stating there were only 45,000 miles on the odometer, when in fact there were 120,000.

Hazard Warning



Turning back a car's mileage boosts the sale value of the car. Not only is this illegal, it can disguise the need for servicing and increase the risk of a breakdown or accident.

Giving insufficient information

– either leaving out or hiding information. For example: not disclosing the vehicle had previously been written-off by an insurance company.

Acting aggressively – using high pressure selling techniques to force you into a decision. For example: implying you had to purchase an extended warranty as a condition of that sale.

The Regulations also provide an outright ban on 31 specific business practices. These include falsely claiming the car will only be available for a very limited time, falsely claiming to be affiliated, endorsed or authorised by a public or private body, or creating the impression the car can be legally sold when it cannot. Further details of these practices can be found at: www.which.co.uk/consumer-rights/regulation/consumer-protection-from-unfair-trading-regulations-2008

2. Where you buy the car will affect your legal rights



A garage dealer or trader – the law fully applies and therefore the car must be as described, of satisfactory quality and fit for the purpose intended.

Auction – check the auction's conditions of sale. You do not have the same level of protection if the car is 'sold as seen' and it will not have to meet the normal requirements about description, quality and fitness.

Private seller – the car must still accurately meet the description (such as the car's condition and mileage), but there are no legal requirements for the car to be of satisfactory quality or fit for purpose. Whilst the seller cannot knowingly mislead the buyer, for example falsely stating "one careful owner", they do not have to volunteer information. It is therefore important you ask all the right questions.

Hazard Warning



Some car traders pretend to be private sellers when they advertise in the paper, or via online trading sites such as Gumtree, DoneDeal, and Facebook buy and sell groups. They do this to avoid complying with the full requirements of the law. As part of the deception, they will often use a private address and telephone number. This is a criminal offence and should be reported (see p.15).

Tip



Do not agree to meet the seller at the roadside or a public car-park. Instead, buy from the registered owner's address shown on the logbook.



3. What to check before you buy



Check the car's history

Paying for a vehicle checking company could save you money in the long run as this will tell you if the car:

- has been stolen;
- has been written-off in an accident; or
- still has finance owing on it.

There are many companies that offer car history checks both online and by telephone, but there is usually a charge for this. However, you can undertake a free of charge check via:

NI: Check with MOT (UK) records – the mileage history will be recorded by the DVA (NI)

Tel: 0300 200 7861 or **email:**
DVA@infrastructure-ni.gov.uk

GB MOTs can be checked online at www.gov.uk/check-mot-history

RoI NCTs can be checked at www.motorcheck.ie

You can also undertake the following checks yourself:

- Contact the previous keeper(s). Their details will be recorded on the vehicle registration document.
- The V5C registration document (UK) may also indicate if the car has been written-off and put back on the road (VIC checked).
- Check the car's service history and the receipts for work undertaken.

Check out the trader

- Ask for the full trading name, address and contact details.
- Establish they are where they say they are by entering the address into an internet search engine such as Google and looking at the street view.
- Whilst online, you may also find it useful to see if previous customers have provided reviews and if they had good or bad experiences.

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Be wary of customer reviews on a company's own website as these may be false or selective.

- Establish if the trader is a member of a trade association. If so, there is often a Code of Practice for dealing with problems that may come up.
- Check the trader via the companies' registers:

UK: Companies House - beta.companieshouse.gov.uk

RoI: Companies Registration Office Ireland - www.cro.ie

- In addition, in RoI you can use Motorcheck www.motorcheck.ie which can be useful for private sales and will enable you to check the car's registration.
- For UK purchases, you can check the Financial Services Register www.fca.org.uk as this prominently displays warnings about any traders running scams or selling finance without the correct authorisation.

4. Consider the cost



Before buying further afield, calculate the cost of travel to inspect, purchase and return with the car. You will also need to factor in accommodation and travel costs.



5. Consider how you pay



Deposits

Other than when the seller is in breach of contract, deposits are normally not refundable. Therefore:

- Do not pay a deposit for a vehicle unless you are 100% sure about it; and
- Do not pay more than you are prepared to lose should you change your mind.

Payment methods

Paying with a credit or debit card can offer you more protection than paying by cash, cheque or bank transfer if things go wrong:

Under UK legislation (Section 75 of the Consumer Credit Act 1974) if you buy a single item costing over £100 but not more than £30,000 on your credit card, you are protected by joint liability. This means, depending on the circumstances, you can claim your money back via the credit card provider if there has been a breach of your consumer rights. Even if you pay just £1 on your credit card and the rest by debit card, cash or cheque, you may be covered.

If you use your credit card for purchases costing less than £100, or your debit card for any amount, you may be able to use the card provider's Chargeback process to claim your money back.

In RoI, there is no specific legislation that covers payment by credit card, but you are still protected by the rules set out by the credit and debit card schemes. Each card scheme has specific timeframes and conditions attached for chargebacks, e.g. reversal of a disputed sales transaction on a credit or debit card where, for instance, the car is found to be faulty or not as described.

Hire Purchase:

If you buy a car via a hire purchase agreement, you can reject it through the finance company if you believe you have been mis-sold the car or there has been a breach of contract.

6. Avoiding scams



Hazard Warning



Here are some basic rules to help you steer clear of fraud and scams:

- Beware of traders that can only accept cash;
 - Before you buy, check the average market value of a car of the same make, age and condition. If the price being offered is significantly less than the usual asking price, it is probably too good to be true;
 - Do not rush into making a purchase;
 - Make sure the seller has a valid address and telephone number – do not accept a mobile number only, and check the owner's details against the car's registration document;
- Never buy without seeing and test driving the vehicle;
 - Never pay by money transfer service to people you don't know or have never met, as your money cannot be traced back if it is lost;
 - Never use a web link on an intermediary website for the purposes of paying a deposit to reserve a car you are interested in. These can lead you away from a trusted and secure website and are often a sign of fraud; and
 - Read the contract carefully and only sign when you have completely understood the terms and conditions. Do not be rushed.



7. What to check in case something goes wrong after you've bought the car



Hazard Warning

It sounds obvious, but a car is made up of multiple moving parts that are subject to significant wear and tear, and things can and do go wrong. If considerable travel is involved in purchasing the car, it can make resolving problems more difficult.

Besides wear and tear, problems can also happen where there has been a breach of contract relating to the three implied terms, i.e. satisfactory quality/as described/fit for purpose, outlined earlier.

In addition to your consumer rights, some sellers offer a warranty or guarantee. Check the terms and conditions carefully at the time of making your purchase, and ask whether the aftersales care being offered is still applicable/deliverable in your country of residence. Or, for example, will you be able to use a local garage to fix a fault at the seller's expense, rather than return the car? Would this invalidate any warranties/guarantees?

Tip

Whatever you agree verbally with the seller, ask them to provide this in writing, or send them an email or letter confirming what you both agreed.



8. Exercising your consumer rights



If you become aware of a breach of contract after you bought the car, the time that has passed since you made the purchase will affect what you are entitled to by law.

Within first 30 days

Under UK law, The Consumer Rights Act 2015 says if you become aware of a problem, you may have the right to reject the car and get your money back. However, it is up to you to prove the breach was present at the time of sale.

Equally, in RoI you can reject the car if there has been a breach of contract.

Within first six months

Depending on the circumstances, if you believe there has been a breach of contract, you may be entitled to a repair or replacement, at the trader's expense. The trader chooses which, and will normally suggest a repair. If this is not successful, the next step will be a refund, but the trader can deduct money for the time you have had use of the car. If the trader disputes that there has been a breach of contract, they must prove it.

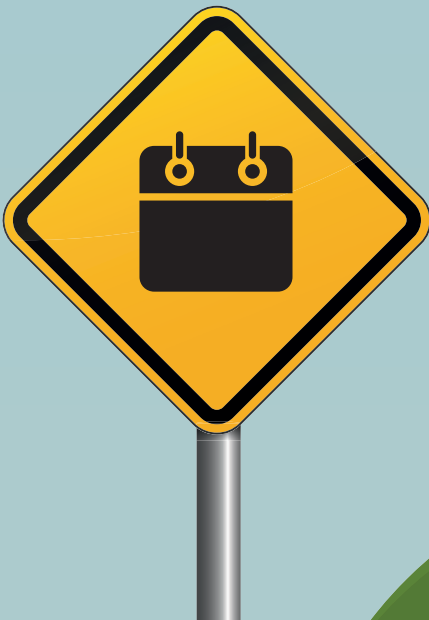


After six months

After six months, if a problem arises the law says that the buyer must prove the problem has been caused by a genuine fault, rather than as a result of misuse, accidental damage or reasonable wear and tear. In these cases, you may need to provide evidence such as an independent garage report.

Length of time to complain

In the UK and RoI the law gives you up to six years to complain about a problem with any item you have bought, if it is reasonable to expect the goods to last that long. This is regardless of any warranty or guarantee period.



Hazard Warning



You can see from this how not buying in your country of residence can make things more difficult if the car develops a problem which needs to be inspected and/or repaired. This is why it is important to establish before you buy, what the aftersales care arrangements will be.

Remember: If you buy from a private seller, your rights are more limited. A private seller is under no obligation to put things right if faults develop with the car. However, the car should be as described and you can take legal action against a private seller if it is not.

9. When you cannot enforce your consumer rights



There are times when you cannot enforce your consumer rights, both in the UK and in the RoI. These include:

- If you were made aware of the problem before you bought the car, for example a dent on the front passenger door that had been brought to your attention or should have been evident on inspection.
- If you attempt to fix the problem yourself, or take it to an independent garage before giving the seller a chance to put things right.



10. Resolving a complaint



If a problem or fault occurs after you bought the car, here are the steps you should take:

Step 1. Contact the trader

Begin by letting the trader know as soon as you become aware of the issue. This gives the trader a chance to put things right. For more complex issues, or following a telephone conversation, put this in writing, by letter or email, explaining the full situation and what you would like to be done about it. This provides a paper trail if you need to take things further.

Keep copies of all correspondence. If the trader has an official complaints procedure, follow the instructions they set out.

If you remain unhappy with their response, or are dissatisfied with the way your complaint is handled, you could contact the company's trade association, if they are a member, and take your complaint further with them.

Step 2. Contact your local consumer representation body

If you need expert help and advice about taking things further, want to check your rights, report a criminal offence, or you suspected a scam, contact the appropriate consumer organisation listed over the page.



Where you live	Where you bought the car	Organisation who can help you
Northern Ireland	Great Britain	Trading Standards Service NI's Consumerline T. 0300 123 6262 www.nidirect.gov.uk/consumerline
Northern Ireland	Northern Ireland	Trading Standards Service NI's Consumerline T. 0300 123 6262 www.nidirect.gov.uk/consumerline
Northern Ireland	Republic of Ireland	European Consumer Centre UK T. 01268 886 690 www.ukecc.net
Republic of Ireland	Northern Ireland or Great Britain	European Consumer Centre Ireland T. 018797620 www.eccireland.ie
Republic of Ireland	Republic of Ireland	Competition and Consumer Protection Commission (CCPC) T. 1890 432 432 or 01 402 5555 www.ccpc.ie

Step 3. Use an Alternative Dispute Resolution (ADR) scheme

ADR is intended as a way of avoiding going to court. Not all ADR schemes are the same. They may offer conciliation and mediation, adjudication, or arbitration.

Note: Arbitration is binding on both parties, and if you are unhappy with the decision, you will not be able to take the matter to court afterwards, or use an ombudsman service.

Step 4. Refer to an Ombudsman

Ombudsmen are a form of Alternative Dispute Resolution. Before you go to an ombudsman, you usually need to have exhausted the trader's official complaints procedure. You can ask the trader for a letter of deadlock to show you've done all you can to resolve the complaint.

Remember, contacting an ombudsman scheme is a last resort, so do all you can to rectify the situation with the trader first.

Step 5. Use the Small Claims Court

The Small Claims Court can be used as the last step, or instead of using ADR. It can also be used for claims against a private seller.

(NI/Scotland) Small Claims Court for claims up to £3,000

(England/Wales) Small Claims Court for claims up to £10,000

NI/GB/RoI European Small Claims Procedure for claims up to €5,000

About The Consumer Council

The Consumer Council is an independent public body set up to promote and safeguard the interests of consumers in Northern Ireland.

We have specific statutory duties in relation to energy, postal services, transport, and water and sewerage.

We offer free and independent advice and investigate consumers' enquiries and complaints. We also carry out research, and educate consumers and businesses about consumer rights.

Telephone

0800 121 6022
(lines open from 9am – 5pm)

Email

contact@consumercouncil.org.uk

Website

www.consumercouncil.org.uk



About the European Consumer Centre, Ireland and UK ECC

ECC Ireland and UK ECC are part of the European Consumer Centres Network (ECC-Net), which covers 30 countries in total (all EU countries plus Norway and Iceland). ECC-Net offers free and confidential information and an advice service to the public on their rights as consumers. It assists consumers with cross-border disputes and is funded by the European Commission and each Member State.

ECC Ireland

Telephone

018797620

Email

info@eccireland.ie

Website

www.eccireland.ie

UK ECC

Telephone

01268 886 690

(lines open 9am - 5pm)

Email

ecc@tsi.org.uk

Website

www.ukecc.net

About Consumerline

Consumerline's role is to provide consumers with information on their consumer rights and give practical and impartial advice on how to resolve their consumer problems.

Where appropriate, complaints are referred to the Trading Standards Service to investigate further.

Consumerline also provides advice to businesses as to how to comply with the law.

Consumerline

Telephone

0300 123 6262

(lines open from 9am to 4pm)

Email

consumerline@economy-ni.gov.uk

Website

www.nidirect.gov.uk/consumerline

This leaflet provides an overview of your consumer rights when buying cars, including outside your country of residence. However, each case will be different depending on the individual circumstances. Further information can be found at:

www.nidirect.gov.uk/articles/buying-new-or-used-car

www.eccireland.ie/popular-consumer-topics/consumer-rights-buying-goods-services/buying-a-car/

For more information:

Country of purchase is the UK:

www.eccireland.ie/wp-content/uploads/2013/08/Country_fact_sheets_purchase_FINAL-UK.pdf

Country of registration is the UK:

www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/Cross_border_car_purchase_2016/PDF_EN/Country_fact_sheets___registration/FICHES_PAYS_country_of_registration-final-UK.pdf

The country of purchase is RoI:

www.eccireland.ie/wp-content/uploads/2013/08/FICHES-PAYS_country-of-registration-final-IE.pdf

Country of registration is RoI:

www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/Cross_border_car_purchase_2016/PDF_EN/Country_fact_sheets___registration/FICHES_PAYS_country_of_registration-final-IE.pdf





Department for the
Economy
www.economy-ni.gov.uk

**Trading
Standards
Service**



Floor 3, Seatem House
28-32 Alfred Street
Belfast
BT2 8EN

 Complaints line: 0800 121 6022

 Tele/Textphone: 028 9025 1600

 Fax: 028 9025 1663

 Email: info@consumercouncil.org.uk
complaints@consumercouncil.org.uk

 Website: www.consumercouncil.org.uk

 **Consumer Council Northern Ireland**

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