

Your Legal Questions

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Q I have recently purchased a second hand motor car from a local dealer but have found a number of faults with it. What can I do?

A If you buy a motor car from a dealer then you have rights under the Sale and Supply of Goods Act 1979. Under this act the car must be of satisfactory quality (taking into account its age), it must be as described and it must be fit for its purpose. This means that the car should be free from defects other than those that the dealer has told you about, it should be exactly what you have been told it is and it must be able to do what you expect of it so for example if you ask the dealer whether the car can tow a caravan and the dealer tells you it can, then it should be able to do so.

If you believe that the car does not meet any of these requirements then you could reject the vehicle but you must do so promptly. This means that you must stop using the car immediately and contact the dealer to tell him about your complaint and that you wish to reject the vehicle. If you took out finance to purchase the vehicle then you should also tell the finance company.

Alternatively you could ask the dealer to repair the car and if he does that then the dealer must provide you with a courtesy or hire car or pay for your travel costs whilst the repairs are being made. If you purchased the car from a trader on-line or over the telephone then you will also have the right to a "cooling off" period. This gives you 7 working days after the car has been delivered to you in which to cancel your order for any reason and get your money back.

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