

# KIRKHAM PART EXCHANGE CENTRE LTD

## Notice of Right to Cancel — Distance Sales

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This Notice is given pursuant to **Regulations 10, 13 and 14 and Schedule 2 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** ("the Regulations") and forms part of the pre-contract information you must receive before entering into a distance sales contract with Kirkham Part Exchange Centre Ltd ("the Seller", "we", "us").

Please read this Notice carefully and retain it for your records. A copy must be signed and returned with your vehicle order paperwork.

### 1. TRADER IDENTITY AND CONTACT DETAILS

**Company name:** Kirkham Part Exchange Centre Ltd  
**Trading address:** Blackpool Road, Kirkham PR4 2RE  
**Telephone:** (01772) 971422  
**Email:** enquiries@northwestcar.group  
Company registered in England and Wales.

### 2. YOUR RIGHT TO CANCEL

Because this is a distance contract (concluded without face-to-face contact at our trading premises), you have the legal right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after **14 days from the day on which you (or a third party other than the carrier indicated by you) acquire physical possession of the vehicle.**

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (for example, a letter sent by post or email). You may use the model cancellation form set out at the end of this Notice, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **3. EFFECTS OF CANCELLATION**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for any supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of the vehicle, if the loss is the result of unnecessary handling by you. This includes (but is not limited to): mileage covered beyond that reasonably required to inspect the nature, characteristics and functioning of the vehicle; damage to bodywork, interior or mechanical components; removal or alteration of fittings; valeting requirements beyond normal cleaning; and any loss of value arising from re-registration as a previously owned vehicle if applicable.

We will make the reimbursement without undue delay, and not later than: **(a)** 14 days after the day we receive back from you the vehicle supplied; or **(b)** (if earlier) 14 days after the day you provide evidence that you have returned the vehicle. We may withhold reimbursement until we have received the vehicle back or you have supplied evidence of having sent it back, whichever is the earliest.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

#### 4. RETURNING THE VEHICLE AND RETURN COSTS

##### **IMPORTANT NOTICE — BUYER RESPONSIBLE FOR RETURN COSTS**

**Pursuant to Regulation 35(5) and paragraph (m) of Schedule 2 to the Regulations, you are hereby informed before the contract is concluded that:**

If you exercise your right to cancel under this Notice (the 14-day cooling-off right), you will be required to bear the direct cost of returning the vehicle to our trading premises.

Because the vehicle cannot, by its nature, be returned by ordinary post, you may arrange your own carrier or, by separate written agreement and at our discretion, instruct us to arrange collection. The cost will depend on the distance, vehicle size, road-legality (MOT/tax/insurance) and the carrier you instruct.

You must return the vehicle to us, or hand it over to a carrier authorised by us, without undue delay and in any event **not later than 14 days from the day on which you communicate your cancellation**. The deadline is met if you send back the vehicle before the 14-day period has expired.

Until the vehicle is returned to us, you remain responsible for it. You must ensure that during the cancellation period and any return transit the vehicle is kept insured, taxed (where driven on public highways), garaged or otherwise reasonably protected, and is not used beyond that reasonably necessary to inspect its nature, characteristics and functioning.

## 5. STATUTORY RIGHTS UNDER THE CONSUMER RIGHTS ACT 2015

### **This Notice Does Not Limit Your Statutory Rights**

The cancellation right described in this Notice is separate from, and additional to, your statutory rights under the Consumer Rights Act 2015 ("CRA 2015").

If the vehicle is not of satisfactory quality, not fit for purpose, or not as described, you have separate rights to reject the goods or to require repair, replacement, or a price reduction under sections 19 to 24 of the CRA 2015. Where you exercise a right to reject under the CRA 2015, the cost of returning the vehicle is borne by us in accordance with section 20(8) CRA 2015, and the cost-allocation in clause 4 above does not apply.

**Nothing in this Notice or in our terms and conditions excludes or limits any liability that cannot lawfully be excluded under the CRA 2015 or any other applicable consumer protection legislation.**

## 6. HOW TO SEND US YOUR CANCELLATION

You may cancel by any clear written statement sent to us by either of the following routes:

- **By post to:** Kirkham Part Exchange Centre Ltd, Blackpool Road, Kirkham PR4 2RE
- **By email to:** [enquiries@northwestcar.group](mailto:enquiries@northwestcar.group)

You may use the model cancellation form below, but you are not required to do so. We will acknowledge receipt of your cancellation in writing without delay.

## 7. MODEL CANCELLATION FORM

*(Complete and return this form only if you wish to withdraw from the contract.)*

**To: Kirkham Part Exchange Centre Ltd**

Address: Blackpool Road, Kirkham PR4 2RE

Email: enquiries@northwestcar.group

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]:

|                                              |                                                                                                                                  |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>Vehicle make and model:</b>               | <b>AUDI Q3 1.4 TFSI CoD S line SUV<br/>5dr Petrol Manual Euro 6 (s/s)<br/>(150 ps) NATIONWIDE PARTS &amp;<br/>LABOUR WARRANT</b> |
| <b>Registration / VIN:</b>                   | <b>YY15GYH</b>                                                                                                                   |
| <b>Ordered on [*] / Received on<br/>[*]:</b> | <b>Ordered 28 Jul 2026</b>                                                                                                       |
| <b>Name of consumer(s):</b>                  | <b>Isabel Allcut</b>                                                                                                             |
| <b>Address of consumer(s):</b>               | <b>7A five oaks close, Malvern WR14<br/>2SW</b>                                                                                  |

*[\*] Delete as appropriate.*

## **8. BUYER ACKNOWLEDGEMENT**

By signing below, I confirm that:

- I have received this Notice of Right to Cancel before the contract was concluded;
- I understand that I have 14 days from delivery to cancel without giving a reason;
- I understand that if I cancel under this Notice, I must bear the direct cost of returning the vehicle to the trader's premises, and that I must return the vehicle within 14 days of notifying my cancellation;
- I understand that my statutory rights under the Consumer Rights Act 2015 are separate and unaffected; and

- I have been given the opportunity to ask questions about this Notice before signing.

**BUYER****NAME****Isabel Allcut****SIGNATURE****DATE****28 Jul 2026****FOR THE SELLER****NAME****Mark Killgallon****SIGNATURE****DATE****28 Jul 2026**

— End of Notice —

Reference: #11 · Signed and submitted electronically at 28 Jul 2026 16:56

Signer IP: 149.13.201.48

✓ Electronically signed. A copy was emailed to isabel.allcut@aol.com.