

Private sales and car boot sales

What the law says

When you buy goods from a private individual, for example, by answering an advert in the local paper or at a car boot sale, the law says the goods must:-

- **match their description.** This means they must be as described by the seller. This includes any description on the label. For example, if a seller says a car has a 1800cc engine, it must not have an 1100cc engine.

It is important to **check goods** before you buy, because generally goods brought from a private seller **do not have to be free from faults**. However, if the seller tells you the goods are in **good working order**, and they turn out to be faulty, then you may be able to take action on the grounds that the **goods did not match their description** (see below).

People who sell goods as part of their business sometimes **pose as private sellers**, because then the customer has fewer rights. This is a **criminal offence**, so if you suspect that a private seller is actually in business you should inform Consumer Direct on 0845 404 0506. If you buy goods from someone posing a private seller, you can **insist on the same rights as if you had brought the goods in a shop**. For example, if the goods are faulty, you may be able to get your money back.

It is a criminal offence for someone to sell an **unroadworthy car**.

The credit card company may be equally liable for any breach of contract if the seller is a trader and:

- they arranged finance for you to pay for the goods; *or*
- you used your **credit card** to pay for the goods; *and*
- the goods cost more than £100 and less than £30,000.

Your rights if the goods are faulty

Refund

You probably won't be able to return (**reject**) faulty goods and get your money back because goods brought from private sellers **do not have to be free of faults**.

Guarantees

If a **guarantee** is given with goods bought from a private seller or in a private sale, it is unlikely that you can use it because guarantees can only usually be used by the person who first buys the goods.

Compensation

You may be entitled to compensation if:

- the contract has been broken (**breach of contract**). An example of this is if the seller had described the goods as being **in good working order** and they turned out to be faulty. However, in practice, it may be difficult to prove that the seller said this, unless it is in a written advert or there was a witness; *or*
- someone has been injured by an **unroadworthy vehicle**. In such circumstances you should report the matter to Consumer Direct on 0845 404 0506; *or*
- the seller knowingly made a **false statement** about the goods in order to persuade you to buy them.

The amount of compensation you would get would depend upon the seriousness of the injury or problem. **You should always take legal advice before deciding whether to accept an offer of compensation for personal injury.**

How to solve your problem

Decide what your rights are and then contact the seller. The following steps should solve the problem:-

- **stop using the goods**
- **find your proof of purchase.** A receipt, credit card voucher or cheque stub will do
- **contact the seller** and explain your problem calmly but firmly and ask for what you want
- **if the seller makes you an offer**, you can either **accept** or **continue to negotiate**. Be realistic in what you will accept. You may not get a better offer by going to court

- **if the matter is still not resolved**, write to the seller repeating your complaint and give them fourteen days to solve the problem after which you will consider taking legal action. Send the letter by **recorded delivery**, with a copy to the head office of the company, if there is one. **Keep copies** of all your letters and a note of any phone conversations you have in connection with the problem
- **if the seller refuses to do anything**, or makes a final offer you are unwilling to accept, your only other choice is to go to court. **Remember court is your last resort**. Before starting court action, you need to consider whether you have sufficient **evidence**. You also need to find out if the person is **solvent**. It is not worth suing someone who has no money. **If you have lost money because of goods bought in a private sale, don't waste more money on a case you cannot win.**

Other CAB fact sheets that might be helpful

- Credit
- Safety
- Starting court action
- Goods
- Second-hand cars
- Buying on internet auction sites
- Guarantees
- Services

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