

Terms & Conditions

This page tells you information about Us and the Terms on which We source, locate or otherwise identify any Vehicles for you. These Terms will apply to any contract with Us for the provision of Services. Please read these Terms carefully and make sure that you understand them, before placing an Order for any of the Vehicles listed on Our Site. By placing an Order with Us, you agree to be bound by these Terms.

These terms can be amended from time to time as set out in clause 5. Accordingly, please check these Terms before placing any Order to ensure that you understand which Terms will apply at the time. These Terms were most recently updated on 08/04/2017

Please note that where Vehicles are listed as Business Contract Hire vehicles, such offers are for business users only. For more information on contract hire or the other types of finance products available from Us, please call 01293 456100 & one of Our team will be happy to assist you.

1. DEFINITIONS

Our Site: The images, scripts, text and graphics etc forming the website owned & operated by Us and registered under the domain name: www.firstvehiclefinance.co.uk

Our Services: To source, locate and order Vehicle[s] at the price or rental as stated on your Order, the completion of a relevant Credit Check, the arrangement and/or procurement of a Finance Agreement (if required) and the arrangement of delivery of the Vehicle[s] from the relevant dealer or as otherwise communicated to you

Terms: These terms and conditions on which We supply the Services to you

VAT: Value Added Tax as provided for in the Value Added Tax Act 1994

Vehicle(s): Vehicle and/or vehicles matching the description and specification as displayed from time to time on Our Site and forming your Order to Us; and

We/Our/Us: First Vehicle Finance Limited

Arrangement Fee: The fee charged by First Vehicle Finance Ltd for Our Services. This fee is payable approximately one week prior to delivery of your ordered vehicle[s].

Cancellation Period: is defined in clause 9.2

CAP: CAP Automotive Limited is the company used by First Vehicle Finance Ltd to provide the most currently available information on the Vehicles listed on our website. The registered office for CAP Automotive Limited is Capital House, Bond Court, Leeds, LS1 5EZ.

Credit Check: your personal information may be passed on to our finance providers to perform a credit search following receipt of an Order from you.

Events Outside Our Control: is defined in clause 17

Initial Rental: This is the initial rental payable to the finance provider we may introduce you to, as quoted as part of the finance agreement provided which will be collected by the finance provider used as set out in the Terms & Conditions of the Finance Agreement as signed by You.

Finance Agreement: You may be introduced to a panel of finance providers following receipt of your Order and Credit Checks will be undertaken to assess your creditworthiness to enter into a finance agreement with a finance provider in order to purchase, hire or lease the Vehicle identified in your Order. We may receive a commission payment from these finance providers

Manufacturer: is the relevant manufacturer of the Vehicle

Order: The confirmation of interest by you to obtain a Vehicle at a price and specification similar to that displayed on Our Site

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

VEHICLES

- 2.1 The images of Vehicles on Our Site are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that the colours you see accurately reflect the manufacturer's colours of the Vehicles.
- 2.2 The specifications of the individual Vehicles displayed on Our Site have been supplied by CAP. Whilst every effort is made to verify and ensure the accuracy of the information supplied, such information should only be used as a guide when you Order from Our Site. Please check with the relevant Manufacturer as to details of individual specifications and colour options for the Vehicles.
- 2.3 First Vehicle Finance Ltd will not be liable for any costs or losses sustained or incurred by you arising from the use of, or reliance upon, information that may be contained on Our Site from time to time.
- 2.4 Following delivery of the Vehicles, you will be responsible for keeping the Vehicles properly maintained and serviced in accordance with the Manufacturer's guidelines (save as otherwise agreed), and the terms of any Finance Agreement entered into where applicable.

3. USE OF OUR SITE

Your use of Our site is governed by Our Terms of Website use. Please take the time to read these, as they include important terms which apply to you

4. IF YOU ARE A CONSUMER

This clause only applies if you are a consumer.

- 4.1 If you are a consumer, you may only place an Order for Vehicles from Our Site or through are sales office if you are at least 18 years old and a United Kingdom resident .
- 4.2 The prices stated in respect of the Vehicles may be shown inclusive or exclusive of VAT. Please note that you will be liable to pay VAT and that You will not be able to reclaim any VAT paid.

5. IF YOU ARE A BUSINESS CUSTOMER

This clause 5 only applies if you are a business customer.

- 5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use Our Site to place an Order for Vehicles (where applicable).
- 5.2 The prices stated in respect of the Vehicles are exclusive of VAT.
- 5.3 These Terms, any Order, Order Confirmation and any agreed amendments to the Order, constitutes the entire agreement between you and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us, whether written or oral, relating to its subject matter.

6. THE CONTRACT BETWEEN YOU AND FIRST VEHICLE FINANCE LTD

- 6.1 Our Site or Our sales representative(s) will guide you through the steps you need to take to place an Order with Us. The process allows you to check and amend any errors before submitting your Order to Us.
- 6.2 Upon placing an Order with Us, you will receive an e-mail from Us confirming the full details of the vehicle[s], colours, specifications including any requested factory fitted, dealer fitted or third party fitted extras requested, plus the full financial details of the proposed agreement, such as Initial Rental, total number of monthly rentals, annual mileage allowance, whether full maintenance is included or whether You have selected to maintain the vehicle[s] yourself. Please note that this does not mean that your Order has been accepted or that a contract has been formed in any way to supply you with the Vehicle.
- 6.3 Prior to any contract being formed pursuant to clause 6.5, should you realise that you have made a mistake after placing an Order or simply wish to cancel, please let Us know as soon as possible and no later than 48 hours after submitting your Order.
- 6.4 For a contract to be formed with Us to perform the Services, Our acceptance of your Order will take place as described in clause 6.5.
- 6.5 The contract between Us will only be formed once you have provided all necessary information to process your Order, requested the Services to be performed, signed our Order Confirmation and Information Notice (where applicable). At this stage, We will start to perform the Services.
- 6.6 The details of your Order will be submitted to Our panel of finance providers and you will be required to enter into a separate Finance Agreement with them.
- 6.8 We reserve the right to charge you the Arrangement Fee and/or Deposit (or a reasonable proportion) where we have commenced performing the Services and you fail to enter into a Finance Agreement or having entered into a finance agreement you fail to proceed with the order.
- 6.9 If you are a consumer and you cancel the contract for these Services within the 14 day Cancellation Period, you may still be liable to pay the Arrangement Fee and/or Deposit (or a reasonable proportion). We refer you to clause 9.4 and 9.6(a) for further details.
- 6.10 In the event that We are unable to locate any Vehicles stated on the Order Confirmation at the price stated, or after We have started to perform the Services, We will inform you of this by e-mail and will not proceed any further. In these circumstances, You will not be required to pay the full amount of the Arrangement Fee, Deposit and Initial Payment.
- 6.11 You shall indemnify Us and hold Us harmless against all liabilities, reasonable and properly incurred costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by Us once the Vehicle has been sourced and/or any claim or demand made against Us by a third party (including but not limited to a finance provider) arising out of or in connection with the provision of the Services to the extent that such claim arises out of the cancellation of this agreement and/or any Finance Agreement by you. The recoverable costs under this indemnity may include (but not exclusively) costs for:
- (a) transport of vehicle
 - (b) preparation of vehicle
 - (c) storage of vehicle
 - (d) vehicle registration
 - (e) delivery of vehicle and
 - (f) any other costs ancillary to the provision of the Services.

7. YOUR OBLIGATIONS

7.1 You shall:

- (a) co-operate with Us in all matters relating to the Services and
- (b) provide to Us such information that We may reasonably require to perform the Services.

8. OUR RIGHT TO VARY THESE TERMS

- 8.1 We reserve the right to amend these Terms from time to time. The date these Terms were last updated will be shown at the top of these Terms and Conditions.
- 8.2 At the time you place an Order, the Terms in force at the time of your Order will apply to the contract between you and Us.
- 8.3 We may revise these Terms as they apply to your Order from time to time to reflect the changes in relevant laws and regulatory requirements.
- 8.4 If We have to revise these Terms as they apply to your Order, We will advise you to give you reasonable advance notice of the changes and advise how to cancel the Contract if you are not happy with the changes. If you choose to cancel the Contract, you may be liable to pay for the Services in full or in part, and your attention is drawn to clause 9.

9. YOUR CONSUMER RIGHT OF CANCELLATION AND REFUND

This clause 9 only applies if you are a consumer.

- 9.1 If you are a consumer, you have a legal right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the Cancellation Period as set out in clause 9.2, where you are a consumer within the definition of those Regulations. This means that during the Cancellation Period if you change your mind or decide for any other reason that you do not want to receive the Services, you can notify Us of your decision to cancel the contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards Office.
- 9.2 Your legal right to cancel a contract starts from the date you receive the Order Confirmation (which is the date when the Contract between Us is formed). Your deadline for cancelling the contract is the end of 14 days after the day you received the Order Confirmation (**Cancellation Period**).
- 9.3 To cancel a contract, you need to let Us know that you have decided to cancel. This can be done in writing and the simplest way is to email info@firstvehiclefinance.co.uk
- 9.4 If you cancel your contract We will refund any other monies received from you. However, please note that We are permitted by law to charge a reasonable fee for the Services in circumstances where you have requested the Services to be performed in accordance with clause 9.6(a) or 9.6(b) during the cancellation period and deduct such reasonable fee from the monies held which could be up to the full amount of the arrangement fee, deposit, initial payment or any other monies received from you. Such fee shall be:
- (i) in proportion to the Services that have been supplied up to the point of cancellation, in comparison with the full coverage of our contract.
 - (ii) calculated on the basis of the total price agreed in the contract for our Services or, if the total price is excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other suppliers.

9.5 Because you are a consumer, We are under a legal duty to supply the Services in conformity with these Terms. As a consumer, you have legal rights in relation to Services that are provided not as described. These legal rights are not affected by your right of return and refund in this clause or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9.6 However, this cancellation right does not apply where you have:

- (a) requested the Services to be performed during the Cancellation Period and you have acknowledged that you will be responsible to pay the Arrangement Fee and/or Deposit (or a reasonable proportion) for the Services during the Cancellation Period; or
- (b) placed an Order for Vehicles which are made to your individual specifications and are clearly personalised in circumstances where this has been communicated to you in advance of Us performing the Services.

10. OUR RIGHTS TO CANCEL

10.1 If We have to cancel before the Services start:

- (a) We may have to cancel the contract before performing the Services, due to an Event Outside Our Control or the unavailability of key personnel and/or any of the Vehicles without which We cannot provide the Services. We will promptly contact you if this happens.
- (b) If We have to cancel the contract under clause 10.1(a) and you have paid any Fees and/or Deposits for the Services which have not been provided to you, We will refund these amounts to you.

10.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time and for any reason, by providing you with notice in writing. If you have already paid the Arrangement Fee, Deposit and/or Initial Payment, We will refund these amounts to you.

10.3 We may cancel the contract to perform the Services at any time with immediate effect by giving you written notice if:

- (a) you fail to pay the Arrangement Fee, Deposit and/or Initial Payment following Our requests to you as communicated from time to time or
- (b) You break these Terms in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

11. PRICE OF VEHICLES AND DELIVERY CHARGES

11.1 The prices of the Vehicles will be as quoted on Our Site at the time you submit your Order. We take all reasonable care to ensure that the prices of Vehicles are correct at the time when the relevant information was entered onto the system. However please see clause 11.5 for what happens if we discover an error in the price of any Vehicle ordered.

11.2 Prices for the Vehicles may change from time to time, and any changes that affect the price of an Order that you have already placed will be communicated to you. In these circumstances, you will be able to cancel your Order if such changes are not acceptable to you.

11.3 The price of the Vehicles includes VAT (where applicable) at the current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of receiving the Order Confirmation and the date of delivery, We will adjust the VAT you pay.

11.4 Save as otherwise communicated to you the prices advertised for the Vehicles include:

- (a) The cost of delivery by the relevant dealer to your chosen UK mainland destination
- (b) The cost of number plates
- (c) The cost of any road fund licence either for the first 12 months of the agreement or for the full term of the Finance Agreement (as applicable) and
- (d) The cost of any vehicle registration charge.

11.5 Our Site contains a large number of Vehicles. Despite our reasonable efforts, It is always possible that some of the Vehicles listed on Our Site may be incorrectly priced. If We discover an error in the price of any Vehicle, We will contact you to inform you of this error and We will give you the option of continuing with the Order at the correct price or you may cancel. We will not process your Order until We have your instructions. If We are unable to contact you using the contact details you provided, We will treat the Order as cancelled and notify you in writing.

11.6 Whilst We endeavour to always display the correct rate on Our Site at the time of Order, rates fluctuate due to manufacturers pricing, adjustments in finance companies residual values and dealer or manufacturer discount levels. This does not mean that the price for your Order is incorrect, should be changed or you have a right to cancel pursuant to clause 11.5 but that the price for the same or similar vehicle as contained in your Order has been amended on our Site after placing your Order.

11.7 Whilst every effort is made to state or provide quotations, manufacturer's standard and optional equipment details accurately, no responsibility can be accepted for fluctuations in interest rates, manufacturer's prices and specification changes or otherwise. Quotations are subject to account and credit approval and vehicle availability.

12. DELIVERY

12.1 We will provide you with an estimated delivery date of the Vehicles once this has been received from the relevant supplying dealer or the estimated date provided by the Manufacturer. Please note that time shall not be of the essence and this clause does not constitute any obligation to arrange delivery of any Vehicle by a specified date. Occasionally Our ability to perform the Services may be affected by an Event Outside Our Control. See clause 17 for Our responsibilities when this happens

13. HOW TO PAY

13.1 You will be asked to pay the Arrangement Fee approximately one week prior to delivery of your vehicle(s). First Vehicle Finance Ltd will forward an invoice to you by email [or post if email is not available] and request that the invoice is settled prior to delivery of the vehicle.

14. MANUFACTURER'S WARRANTY

14.1 For details of the applicable terms and conditions, please refer to the Manufacturer's warranty provided with the Vehicles.

14.2 If you are a consumer, a Manufacturer's warranty is in addition to, and does not affect, your legal rights in relation to any Vehicles that are faulty or not as reasonably described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office

15. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 15 only applies if you are a business customer.

15.1 Nothing in these Terms limits or excludes our liability in performing the Services for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation.

15.2 Subject to clause 15.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Services for:

- (a) any loss of profits, sales, business, or revenue
- (b) loss or corruption of data, information or software
- (c) loss of business opportunity
- (d) loss of anticipated savings
- (e) loss of goodwill
- (f) or any indirect or consequential loss.

16. OUR LIABILITY IF YOU ARE A CONSUMER

16.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of these Terms or Our negligence in performing the Services, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was reasonably contemplated by you and Us at the time of entering into this contract for the Services.

16.2 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity

16.3 We do not in any way exclude or limit Our liability in performing the Services for:

- (a) death or personal injury caused by Our negligence; or
- (b) fraud or fraudulent misrepresentation.

17. EVENTS OUTSIDE OUR CONTROL

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of the Services, or any of Our obligations under these Terms caused by an Event Outside Our Control. An Event Outside Our Control is defined below.

17.2 Any act or event beyond Our reasonable control.

17.3 If an Event Outside Our Control takes place that affects the performance of Our obligations to perform the Services:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations to perform the Services will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

17.4 You may cancel any contract affected by an Event Outside Our Control which has continued for more than 7 days. To cancel please contact Us.

18. INFORMATION ABOUT US AND HOW TO CONTACT US

18.1 First Vehicle Finance Ltd is a company registered in England and Wales with company number 05285260, whose registered office is at The Cottage, 2 Castlefield Road, Reigate Surrey RH2 0SH.

18.2 If you have any questions or have any complaints with Our Services, please contact Us. You can contact Us by telephone on 01293 456100 or by e-mailing Us at info@firstvehiclefinance.co.uk

18.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing, you can send this to us by e-mail at info@firstvehiclefinance.co.uk or by post to Brockham House, Smallfield Road, Horley, Surrey, RH6 9AU. We will confirm receipt of this by contacting you in

writing. If We have to contact you or give you notice in writing, We will do so by e-mail, or by pre-paid post to the address you provided Us with.

18.4 When in these Terms We refer to "in writing" or "written", this will include any e-mail sent to the above e-mail address set out in clause 18.3.

18.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. HOW WE MAY USE YOUR PERSONAL INFORMATION

19.1 We will use the personal information you provide to Us to:

- (a) Provide the Services;
- (b) Process your payment for the Services;
- (c) Introduce you to a panel of finance providers for the purposes of entering into a Finance Agreement; and
- (d) To inform you of similar deals that may be advertised on Our Site from time to time.

19.2 You agree that We may pass on your personal information to credit references agencies and finance providers as necessary to perform the Services and that such entities may keep a record of any search that they do.

19.3 We will not give your personal data to any other third party.

20. OTHER IMPORTANT TERMS

20.1 Assignment and other dealings

- (a) We may at any time assign, transfer or otherwise deal with Our rights and obligations under a contract to another organisation, but this will not affect your rights or Our obligations under these Terms.
- (b) As a customer, you may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

20.2 Third Party Rights

This contract is between You and Us. No other person shall have any rights to enforce any of these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20.3 Severance

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20.4 Waiver

If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce our rights against you, or if we delay in doing so, that will not mean that We have waived our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

20.5 **Jurisdiction and Governing law**

- (a) These Terms and the contract with Us and any dispute arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. Each party both agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising in connection with these Terms.

20.6 **Ownership**

- (a) Please be aware that you do not own the vehicle at the end of the contract. However, if you are a consumer and also resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland