

## TERMS AND CONDITIONS

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### THE PURPOSE OF THESE TERMS

These terms apply when you use <https://motability-store.vauxhall.co.uk/configurable?> (the “Website”) to configure your new Vauxhall car. Vauxhall Motors Limited (trading as Vauxhall) (“we”, “us”, “our”) will introduce you to your selected retailer (the “Retailer”).

Please read these Terms before you place your order. They explain:

- who we are;
- how and on what terms the Retailer will supply the new vehicle to you;
- what to do if there is a problem with the order of the new vehicle and other important information.

### ROLES OF US, OUR RETAILERS AND MOTABILITY OPERATIONS

We as the manufacturer, supplier of the vehicle and owners of the website. The website is designed to help configure a vehicle and to support reserving a vehicle under the Motability Scheme. The reservation will be processed by your chosen Retailer.

Motability Operations Limited (“Motability”) is a leasing company, and your leasing agreement will be with them.

Your Retailer will aid you through the process of ordering your vehicle from Motability. They will handle the reservation from the website, arrange an appointment to allow you a chance to have a test drive, confirm your eligibility under the Motability scheme, and ensure your chosen vehicle is suitable for your needs. When completed, they will liaise with Motability, confirming the ordering of your vehicle and the handover & delivery of your vehicle.

## RESERVING YOUR VEHICLE ONLINE

You have configured and chosen your vehicle based on your own demands and needs.

You are eligible under the Motability Scheme.

You are 18 years or over at the date of reservation.

You understand that this is a reservation and at this point, an order has not yet been placed with your chosen Retailer.

If you do not want to use the online process, you can visit your local Retailer. Your local Retailer will offer the same payments (monthly & advance) as shown on the website.

## AVAILABILITY OF OUR WEBSITE TO RESERVE VEHICLES

You can use the Website to reserve vehicles for collection or delivery in the UK only. The UK means England, Scotland, Wales and Northern Ireland, but not the Channel Islands. You must have a valid, up-to-date UK driving licence and a UK address. We do not accept orders from, or deliveries to, addresses outside the UK.

## MOTABILITY STORE PRICING

When you reserve a vehicle through the Website, we will show both the Advance Payment and Weekly Cost of your vehicle at different stages. These prices may change depending upon on the options you choose. The pricing has been set by Motability.

All information and prices are correct when published. They may change at any time without notice. Changes may happen because of things such as changes in law or government action. Please contact your local retailer for the most up-to date prices and specification details for all models or visit the Motability Operations website, <https://www.motability.co.uk/find-a-vehicle/cars/search-results>.

As you continue through the website, you will have the option to personalise your selected vehicle. If you choose certain options or add extras, the fitted price of those options or extras will be added to the Advance Payment. If you want options or extras that are not available on the Website, please contact your local retailer.

## THE VEHICLES

The vehicles available to reserve through the Website are from our current manufacturable range and will be built to order to the specification selected by you.

Images, size icons and dimension indicators on the Website are for illustration only. We try to show vehicle sizes, colours, accessories and trim accurately. However, we cannot guarantee that your computer, tablet or phone will display them accurately. Your new vehicle may therefore look slightly different from the images.

Each vehicle on the Website will show an anticipated delivery time. These timings are an estimate only and based on current stock and build dates and are always subject to change.

## COLLECTION/DELIVERY OF YOUR VEHICLE

When you reserve a new vehicle online, you will see a date range indicating when your vehicle will be available for handover. Please note – this is an estimate and subject to change according to production capacity. When your new vehicle is nearly ready, your selected Retailer will contact you to confirm your details, specific collection date, time, and next steps.

Your selected Retailer will coordinate an agreed collection date with you. On the agreed collection day, you are required to:

- provide your Retailer with proof of your identity and address (the “Documents”). The Documents must match the details provided on the Motability Leasing Agreement;
- you must follow the Retailer’s reasonable instructions and any further instructions or requirements as agreed with Motability.

Your Retailer will verify and make copies of these Documents before the vehicle is released to you.

## DELAYS

If handover of your new vehicle is delayed by something outside our control or the Retailer’s control, we or the Retailer will contact you as soon as possible. We and the Retailer will take steps to reduce the effect of the delay. If we do this, we will not be responsible for the delay. If there is a risk of a substantial delay, you may contact the Retailer or Motability to review your options.

## CANCELLING YOUR RESERVATION

If you change your mind about a reservation for a vehicle that you have placed online, you can cancel your reservation at any time without any liability before:

- you sign the order for your vehicle which incorporates the Retailer Terms.

Please contact us as soon as you change your mind about the car. You will not be charged for the car and any money that you have paid by way of reservation fee will be refunded.

The Retailer may be entitled to cancel your reservation before you sign the order agreement, please read the Retailer Terms for more details.

## CONSUMER RIGHTS

You have legal rights with your lease of your vehicle; this is slightly different to traditional vehicle purchase rights. For more information about these rights, visit the Citizens Advice website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. Nothing in these Terms affects your consumer rights.

If you believe there has been a breach of your consumer rights, you must tell the Retailer and Motability. The Retailer will discuss your rights and remedies with you. You should contact the Retailer and Motability as soon as possible, because any delay may affect the remedy available to you.

## OUR LIABILITY TO YOU

We are not a party to the Motability Scheme or Retailer Terms. This means we are not responsible for obligations under those documents. Claims under:

- Motability Scheme shall be the responsibility of Motability Operations Ltd; and
- Retailer Terms shall be the responsibility of the Retailer.

Our responsibilities relate to any loss or damage that you suffer if it is a foreseeable result of our own breach or failure under these Terms. We are not responsible for loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen, or if both you and we knew it might happen when the contract was made. For example, this may be because it was made known to us at the time of placing your order.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation or a breach of your consumer rights.

Our approved retailers only supply vehicles for domestic and private use. If you use your new vehicle for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## ACCOUNT, PASSWORD AND SECURITY

You agree that you will only access the Website for the purposes set out in these terms and our Acceptable Use Policy. You may only use the website for lawful purposes.

## HOW WE CONTACT YOU AND HOW YOU CAN CONTACT US

When you place an reservation via the Website, our live chat agents will be available during the hours of 9:00 am and 6:00 pm on weekdays and 9:00 am to 5:00pm on Saturdays and 10:00 am to 4:00 pm on Sundays (including bank holidays), and telephone agents will be available during the same hours on 0345 766 116 (including bank holidays) to assist you with any questions or comments about the vehicles, finance packages, configuring, part exchange or collection process. Please note that these services may be provided by our sub-contractors.

If you have a query or complaint about these terms, the Website or in respect of any aspect of the online journey please contact our customer care centre. Click [here](#) for contact details.

## ALTERNATE DISPUTE RESOLUTION

If you raise a complaint with us and are unhappy with the response we provide, you can refer a dispute to The Motor Ombudsman ("TMO"). Further details can be found at <https://www.themotorombudsman.org/> or alternatively you may wish to contact their advice line on 0345 241 3008. TMO will not charge you to refer a dispute, although you may pay any call charges. If you are not satisfied with the outcome, you can still bring legal proceedings.

## HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use your personal information only as explained in our [Privacy Policy](#).

Our sub-contractors help us provide the website and online customer journey to you. They may contact you on our behalf so we can progress your order. Any contact will be in line with our Privacy Policy.

## OTHER TERMS

We may transfer our rights and obligations under these terms to another organisation.

These terms are between you and us. No other person shall have any rights to enforce any of its terms.

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

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breach of any of these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Any changes we may make to these terms in the future will be posted on this page and, where appropriate, notified to you. The new terms and conditions may be displayed on-screen, and you may be required to read and accept them to continue your use of our website.

These terms are governed by English law, and you can bring legal proceedings in respect of these terms in the English courts. If you live in Scotland, you can bring legal proceedings in respect of these terms and conditions in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of these terms and conditions in either the Northern Irish or the English courts.