

## **Vauxhall Store** **Terms & Conditions**

### **1. ORDERING YOUR VEHICLE ONLINE**

You may use our website to view and select an offer online, apply for Personal Contract Purchase (PCP) finance from Vauxhall Finance PLC (“Vauxhall Finance”) and, if approved, order a new Vauxhall from your selected retailer. You may also get an estimated valuation for your current vehicle. The online order process is just one of the ways by which you can order a vehicle. If you do wish to order a vehicle but do not wish to apply for PCP Finance from Vauxhall Finance, or do not wish to use the online process, please visit your local retailer who will be happy to assist. To order your vehicle online, you must be over 18 to apply and it is subject to status. Vauxhall Finance may also require a co-applicant depending on your credit history. Other terms and conditions will apply. Before submitting your order, you will be asked to complete an application process to verify your identity and complete a credit assessment. You will need to provide certain information about you and answer questions to our satisfaction. If your application is declined or cannot be processed by Vauxhall Finance, you will be sent an email with further details. If your application is successful, you will then be able to complete your order online. When your order is nearly ready you will be directed to a website operated by Vauxhall Finance in order to review and sign the relevant contractual documentation.

### **2. ROLES OF OUR RETAILERS, AND VAUXHALL FINANCE**

The Vauxhall Motors Limited website provides an online order process to enable you to arrange finance with Vauxhall Finance (which will require you to be directed to a Vauxhall Finance website) and, if accepted, place an order for a new vehicle with a Vauxhall authorised Retailer (your “Retailer”) who will supply your new vehicle to you. You may collect your new vehicle from your Retailer free of charge. Where you order a new vehicle using a finance package on this website, Vauxhall Motors Limited and your chosen retailer act as the credit broker in respect of the finance agreement, and Vauxhall Finance is the lender if your application is accepted by Vauxhall Finance.

### **3. AVAILABILITY OF OUR WEBSITE TO ORDER VEHICLES**

Our website can be used to order vehicles for delivery in England, Scotland, Wales and Northern Ireland by customers with a valid and up-to-date driving licence.

### **4. ORDER PROCESS**

When placing an order using our website your order will be acknowledged online but will not be confirmed until the steps below have been completed. We will assign a reference number to your order and tell you what it is in your order acknowledgement. Please be prepared to tell us the reference number whenever you contact us about your order.

You may be required to complete documentation at your Retailer's premises and you will be required to sign the financial documentation through a digital signing process once your vehicle is being prepared for handover. Completion of your order and handover of your new vehicle is conditional on you signing your finance agreement with Vauxhall Finance.

Once Vauxhall Finance has confirmed acceptance of your signed finance agreement, a contract will be formed between you and Vauxhall Finance for the finance and use of your new vehicle.

If your order cannot be accepted for any reason; we will inform you of this and let you know of any other ways by which you can obtain your new vehicle.

## **5. FINANCE**

Personal Contract Purchase (PCP) from Vauxhall Finance .

PCP is a personal contract purchase finance agreement which you enter into with Vauxhall Finance and under which you can obtain your vehicle with a deposit [paid directly to the retailer], make monthly payments to Vauxhall Finance for an agreed period of time (from 25 to 48 months), with an option (but no obligation) to make a final "balloon" payment to Vauxhall Finance in order to purchase the vehicle at the end of your finance agreement term.

At the end of your finance agreement term you have three options. You can:

- return the vehicle to Vauxhall Finance with nothing more to pay (subject to excess mileage and/or damage charges);
- purchase the vehicle by paying what Vauxhall Finance agreed it would be worth at the beginning of your finance agreement (the 'optional final payment') plus any option to purchase fee; or
- part exchange the vehicle for another vehicle.

The amount of the monthly payment to be paid by you under your PCP finance agreement will be determined by the size of the deposit that you provide (which can range from 0 - 25% of a vehicle's purchase price), the term of your finance agreement, the mileage which you anticipate driving during the term of your finance agreement and the 'optional final payment' for the vehicle. The 'optional final payment' is a forecast by Vauxhall Finance at the start of the finance agreement and relates to the anticipated value of the vehicle at the end of the finance agreement term.

## **6. FIRST YEAR'S FREE INSURANCE OFFER**

Offer available on any Vauxhall cars via the Vauxhall Online Store only. Free Insurance available for your first year's annual motor insurance premium only, up to a maximum contribution of £1,000. Subject to insurer underwriting criteria. 25+. Any subsequent changes to your policy will be subject to underwriting premiums and administration fees. The insurance is offered by Vauxhall Insurance Services, a trading name of Europa Group Ltd which is authorised and regulated

by the Financial Conduct Authority. No other insurers are valid Offers available on orders between 05 November and 17 December 2020. Vauxhall reserves the right to change, amend or withdraw sales allowances and/or amend pricing at any point in time in anticipation of any tariffs, duties taxes or other costs that Vauxhall Motors believes may increase its cost of importation and/or supply of vehicles after the 31st December 2020.

## **7. PRICING**

When you order a vehicle through our website, you will be provided with information about the price of your vehicle at different stages of your online journey.

At the start of your journey, the price displayed against your selected vehicle will be the Vauxhall Store price which is the “OTR price” (Manufacturer’s Recommended Retail Price) with the Vauxhall Store discount already applied. All information and prices are correct at time of publication, but are subject to change at any time without prior notice (which may occur as a result of matters including, but not limited to, any changes in legislation and/or any changes by the government). Please see our Prices and Specification guides or contact your local Vauxhall Retailer for the most up-to date prices and specification details for all models.

As you continue through your online journey, you will have the option to personalise your selected vehicle. If, through the course of this process, you adjust certain options or add extras to your selected vehicle, the price of such options or extras (fully fitted) will be adjusted accordingly. Should you wish to add options or extras to your selected vehicle which are not available on our website, please contact us or your local Vauxhall Retailer.

As you continue through your online journey you will be asked to choose your preferred Vauxhall Retailer from participating Retailers. They may offer a further discount to the Vauxhall Store Price, so the price set out in your order summary may be less than the price displayed at the start of your online journey. Vauxhall reserves the right to change, amend or withdraw sales allowances and/or amend pricing at any point in time in anticipation of any tariffs, duties taxes or other costs that Vauxhall Motors believes may increase its cost of importation and/or supply of vehicles after the 31st December 2020.

## **8. OUR VEHICLES**

The vehicles available to order through our website are from our current manufacturable range, and may be built to order according to your specification. The images of the vehicles and the size and dimension icons and indicators on our website are for illustrative purposes only. Although we have made every effort to display the sizes and colours of our vehicles, accessories and trim accurately, we cannot guarantee that your PC, laptop, tablet or phone will display the sizes or colours accurately to reflect the actual size or colour of the vehicles. Your new vehicle may vary slightly from those images.

## **9. CHANGES TO YOUR ORDER**

If you wish to make a change to your vehicle after placing your order, please contact our Online Sales Support Team or your chosen Vauxhall Retailer as soon as possible. We will aim to respond within 2 working days of receipt of your request to change your order. Please note that it may not be possible to make your requested change where this would impact on the price of the vehicle and affect your finance agreement.

If your requested change is possible, we [or your chosen Retailer] will let you know of any changes to the timing of handover or anything else which would result from the change. We will ask you to confirm whether you wish to go ahead with the change within 1 working day of our response to your request to change your order. If we do not hear from you, we will proceed with your original order, without the change.

If we cannot make the change or the consequences of making the change are unacceptable to you, we will contact you to advise you of your options. We may, from time-to-time, make minor changes to our vehicle specifications to implement small technical adjustments. We will not make any significant changes to your vehicle unless we have told you about the changes or any delivery or collection date, and have obtained your explicit agreement. Please note that if you change your order you may also need to change your finance package and finance agreement or obtain finance from an alternative source.

Please also note that if there is a change in your circumstances which may affect the finance agreement originally signed by you, Vauxhall Finance reserves the right to terminate and issue a new finance agreement which recalculates the finance amount and/or varies the finance package available to you.

## **10. VALUATION**

You may use our website to get an estimated and indicative valuation for your existing vehicle. This is calculated based on the information you supply through our Valuation Tool and using information gathered from our Valuation partner Autobiz.

In order to get a valuation we will ask you to supply your registration number and current mileage. This information will be shared with our valuation partner.

Any estimate provided does not comprise an offer to purchase your vehicle by us, any retailer or Vauxhall Finance and is not intended to be relied upon in respect of any application that you make for finance.

## **11. COLLECTION OR DELIVERY OF YOUR VEHICLE**

When you order a new vehicle online, you will see a date window indicating when your vehicle will be available for handover. When your new vehicle is nearly ready we'll get in touch to confirm your details, specific handover date, time and next steps.

**Safe & Secure Handover adhering to UK Government COVID-19 Guidelines.**

Vauxhall Motors Limited has requested that its authorised Retailers operate in strict accordance to the Government's guidelines for deliveries.

Finally, and most importantly, if you or any member of your family are showing any symptoms of the virus we would ask you to rearrange the appointment with your Retailer – Your Retailer won't be offended and would be happy to rearrange at a time most convenient for you.

### **Collect from Retailer**

Your preferred Retailer will coordinate an agreed handover date with you. You are required to provide your Retailer with proof of your identity and address when you collect your vehicle. Your Retailer will verify and make copies of these documents before your vehicle is released to you.

## **12. RISK AND OWNERSHIP**

Your new vehicle will be your responsibility from the time you collect it from your Retailer's premises.

As you have agreed to finance your vehicle, you will not own the vehicle unless and until you decide to purchase the vehicle in accordance with your finance agreement with Vauxhall Finance and Vauxhall Finance has received payment in full. Please refer to your finance agreement for further details.

You will be the registered keeper of the vehicle and you are responsible for taxing, insuring and servicing the vehicle while you remain the registered keeper and you must ensure that you have appropriate insurance cover to drive the vehicle away.

## **13. DELAYS**

If handover of your new vehicle is delayed by an event outside our control or the control of your Retailer then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract with Vauxhall Finance and receive a refund for any amounts that you have already paid in respect of your vehicle.

## **14. CANCELLATION AND WITHDRAWAL**

**Please read the following text carefully.**

### **Cancelling your Order**

If you change your mind about an order for a vehicle that you have placed online, you can cancel your order at any time before you sign the finance agreement or you sign the order for your vehicle which incorporates your Retailer's terms and conditions (the "Retailer Terms") (whichever is applicable).

Please contact us as soon as you change your mind about the vehicle or finance agreement (if appropriate). You will not be charged for the vehicle.

You cannot cancel the order after you have signed the finance agreement or the Retailer Terms and your rights are as set out below.

### **Withdrawing from your Finance Agreement**

For any vehicle ordered online through a PCP finance agreement, you acknowledge that the finance agreement is a credit agreement.

You have the right to withdraw from your finance agreement within 14 days from the day after signing the agreement. If you exercise your right to withdraw, you must notify Vauxhall Finance immediately in writing or by telephone and you understand that you must repay to Vauxhall Finance the amount of the credit under your finance agreement, plus interest at the rate specified in your finance agreement, within 30 days. Only if you do so will the vehicle become yours. You do not need to tell us why you have decided to withdraw and we will not ask you for your reason.

## **15. CONSUMER RIGHTS**

You have certain legal rights in connection with your purchase/financing of a new vehicle.

If, on handover of your new vehicle, you discover a fault or find that the vehicle does not meet the specification chosen by you on our website, you must report this to your Retailer who will discuss your rights and remedies with you. You should contact your Retailer as soon as possible since a delay in doing so might affect any remedy available to you.

You have legal rights if your Retailer refuses to deliver the vehicle or make it available for collection, or if they are late in delivering the vehicle to you, or making it available for collection by you (where you have told us before we accepted your order that delivery or collection on the Confirmed Delivery Date was essential). You can give your Retailer a new deadline for delivery (which must be reasonable), or you can cancel your order and reject the vehicle. If the vehicle has been delivered to you, you must either return it in person to your Retailer, or allow them to collect it from you. Your Retailer will pay the costs of collection.

## **16. OUR LIABILITY TO YOU**

If we do not comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching any term or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract is made, both we and you know it might happen, for example, if you discuss it with us before you place 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 sub-contractors; for fraud or fraudulent misrepresentation; for breach of your consumer rights in relation to the vehicle.

We 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.

## **17. ACCOUNT, PASSWORD AND SECURITY**

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

### **Your MyVauxhall account**

Where you create a MyVauxhall account, you will be asked to provide a user name and password. This will allow you to access and/or change your saved vehicle and/or finance configurations and update or change your personal details. You must keep the password secure and must not share it with any other person. We are not responsible for any misuse of your MyVauxhall account where you have caused your username and password to be known by another person.

You must tell us as soon as possible if you think your password has been shared or your MyVauxhall account has been accessed without your authorisation. We may disable your account immediately if we know of or suspect any misuse.

## **18. IDENTIFICATION AND CREDIT CHECKS**

Where you order a vehicle through our website and you have chosen the finance payment option, Vauxhall Finance will use the information you provide us with to carry out identity checks and confirm you are who you say you are. This will include searching information held by credit reference agencies and the electoral roll to verify your identity and the information you provide.

If Vauxhall Finance cannot verify your identity through these methods, they may need to get in touch with you directly to progress your finance application and order.

Vauxhall Finance or representatives will also carry out credit checks and/or search your credit file, and will ask for your consent to do this. Vauxhall Finance will only use licensed credit reference and/or fraud prevention agencies who will keep a record of the search and your application.

If you apply for a finance package but are unsuccessful, this may affect your credit rating and/or credit score. If you are unsuccessful, Vauxhall Finance will confirm the name and contact details of the agency where they obtained their information.

You shall not provide false information or data including false names, addresses and/or contact or payment details or engage in any unlawful activity in connection with our website and/or your order for a new vehicle or the part exchange of your existing vehicle.

If we or Vauxhall Finance reasonably believes your order or information or data provided by you is fraudulent or you have otherwise violated any applicable law when placing your order or using our website, even if Vauxhall Finance has accepted your order, Vauxhall Finance reserves the right to cancel it and in such circumstances, Vauxhall Finance reserves its right to terminate any contract with you. Vauxhall Finance may also tell fraud prevention agencies about your fraudulent application and share the information you provided with them.

## **19. HOW WE CONTACT YOU AND HOW YOU CAN CONTACT US**

Our sub-contractors work with us to provide our website and online customer journey to you. As such, you may be contacted by our sub-contractors on our behalf and at all times in accordance with our privacy policy in order for us to progress your order (in accordance with these terms and conditions).

Where you place an order via our website, the Vauxhall Online Sales Team will be available during the hours of 9am to 5pm from Monday to Friday on 0345 111 1177 and via email on [onlinesales@vauxhall.co.uk](mailto:onlinesales@vauxhall.co.uk) to assist you with any questions or comments about the vehicles, finance packages, ordering, and part exchange or delivery process. Please note that these services may be provided by our sub-contractors.

If you have a query or complaint about our website or in respect of any aspect of the ecommerce journey please contact our customer care centre.

Any queries or complaints that relate solely to your finance agreement should be addressed in the first instance to Vauxhall Finance. You can contact Vauxhall Finance by emailing [onlinesales@vauxhallfinance.com](mailto:onlinesales@vauxhallfinance.com). Alternatively, you can write to Vauxhall Finance at Online Sales Team, Heol-Y-Gamlas, Parc Nantgarw, Cardiff, South Glamorgan, CF15 7QU.

## **20. OTHER TERMS**

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

Each of the paragraphs of these terms and conditions 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 and conditions 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 and/or your MyVauxhall account.

These terms and conditions are governed by English law and you can bring legal proceedings in respect of these terms and conditions 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.

## **21. ALTERNATIVE DISPUTE RESOLUTION**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we or Vauxhall Finance have handled any complaint, you may want to contact the alternative dispute resolution providers we use.

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. Where the dispute relates to any financial services, then you can refer it to the Financial Ombudsman Service (“FOS”). Further details can be found at <http://www.financialombudsman.org.uk/> or if you prefer to speak to someone you can call 0300 123 9123 or 0800 023 4567. Neither TMO nor the FOS will charge you for referring a dispute (although you may pay an additional amount for any call to them) and if you are not satisfied with the outcome you can still bring legal proceedings.

In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.