

1 THE PURPOSE OF THESE TERMS

- 1.1 These are the terms and conditions on which Vauxhall Motors Limited (trading as Vauxhall) (“we”, “us”, “our”) introduce you to your selected retailer (the “Retailer”) for the reservation of your new vehicle as selected by you via the Vauxhall Motors website (the “Website”).
- 1.2 Please read these terms carefully before you submit your reservation. These terms and conditions (the “Terms”) tell you:
 - 1.2.1 who we are;
 - 1.2.2 how and on what terms the Retailer will supply the new vehicle to you;
 - 1.2.3 how you and we/Retailer may change or cancel your order.

2 ROLES OF US, OUR RETAILERS, AND MOTABILITY OPERATIONS

- 2.1 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.
- 2.2 Your chosen Retailer will support you, with the offer of test drive, supporting & validate eligibility under the Motability scheme, and ensuring that the vehicle is suitable for your needs. Your chosen Retailer will confirm the reservation to order on receipt of confirmation from Motability and will do the handover & deliver your vehicle.
- 2.3 Motability Operations Ltd is a leasing company and your leasing agreement will be with them.

3 RESERVING YOUR VEHICLE ONLINE

- 3.1 You have configured and chosen your vehicle based on your own demands and needs.
- 3.2 You are eligible under the Motability Scheme.
- 3.3 You are 18 years or over at the date of reservation.
- 3.4 You understand that this is a reservation and at this point, an order has not yet been placed with your chosen Retailer.

4 AVAILABILITY OF OUR WEBSITE TO RESERVE VEHICLES

The Website can be used to reserve vehicles for collection in England, Scotland, Wales, and Northern Ireland by customers with (1) a valid and up-to-date driving licence, and (2) reside in the UK. Unfortunately, we do not accept reservations from or delivery to addresses outside the UK.

5 VAUXHALL MOTABILITY PRICING

- 5.1 When you reserve a vehicle through the Website, you will be provided with information about the Advance Payment and Weekly Cost of your vehicle at different stages of your online journey, depending on what options you select. The pricing has been set by Motability Operations Limited.
- 5.2 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 price guides or contact your local retailer for the most up-to date prices and specification details for all models.
- 5.3 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 adjust the price accordingly. Should you wish to add options or extras to your selected vehicle which are not available on the Website, please contact us or your local retailer to discuss further.

6 THE VEHICLES

- 6.1 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.
- 6.2 The images of the vehicles and the size and dimension icons and indicators on the 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. Therefore, your new vehicle may vary slightly from those images.
- 6.3 Each vehicle on the Website will show an anticipated minimum and maximum delivery lead time. These timings are an estimate only and based on current stock positions and is always subject to change. Please note – reservations that contain optional extras are likely to be new factory order, which will delay the availability of the vehicle. If you are considering configuring a vehicle on the Website and want to get a more accurate view of when it will be available, please email us on onlinesales@vauxhall.co.uk and we will be able to advise.

7 COLLECTION/DELIVERY OF YOUR VEHICLE

- 7.1 When you reserve a new vehicle online, you will see a date window 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.
- 7.2 Your selected Retailer will coordinate an agreed collection date with you. On the agreed collection day, you are required to:

8.2.1 provide your Retailer with proof of your identity and address (the “**Documents**”). The Documents must match the details provided on the Motability Leasing Agreement; and

8.2.2 adhere to any instructions of the Retailer (including those instructions relating to Covid-19); and

8.2.3 follow any further instructions or requirements as agreed with Motability.

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

8 DELAYS

If handover of your new vehicle is delayed by an event outside our control or the control of the Retailer then, we/the Retailer will contact you as soon as possible to let you know. We and the Retailer will take steps to minimise the effect of the delay.

9 CANCELLING YOUR RESERVATION BEFORE SIGNING THE FINANCE AGREEMENT

9.1 If you change your mind about a reservation for a vehicle that you have placed online, you can cancel your reservation at any time **before** you sign the order for your vehicle which incorporates the Retailer Terms without any liability.

9.2 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.

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

11 OUR LIABILITY TO YOU

11.1 We are not a party to the Motability Scheme or Retailer Terms therefore we are not responsible for the performance of any obligations under the Motability Scheme or Retailer Terms. For any claims arising under the:

11.1.1 Motability Scheme shall be the responsibility of Motability Operations Ltd; and

11.1.2 Retailer Terms shall be the responsibility of the Retailer.

11.2 If we do not comply with these terms, we will only be responsible for loss or damage you suffer that is a foreseeable result of our breaching of any term, 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 placed your reservation.

11.3 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.

11.4 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.

12 ACCOUNT, PASSWORD AND SECURITY

12.1 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.

13 HOW WE CONTACT YOU AND HOW YOU CAN CONTACT US

13.1 When you place an reservation via the Website, our live chat agents will be available during the hours of 9:00 am and 7:00 pm on weekdays and 10:00 am to 4:00 pm on Saturdays and Sundays (including bank holidays), and telephone agents will be available during the same hours on 0800 083 0895 (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.

13.2 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.

14 ALTERNATIVE DISPUTE RESOLUTION

14.1 You can refer a dispute to the Financial Ombudsman Service (“FOS”). Further details can be found at <https://www.financial-ombudsman.org.uk/> or alternatively, you may wish to contact their advice line on 0800 023 4567. 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.

15 HOW WE MAY USE YOUR PERSONAL INFORMATION

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

15.2 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 in order for us to progress your reservation. This contact shall at all times be in accordance with our privacy policy.

16 OTHER TERMS

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

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

16.3 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.

16.4 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.

16.5 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.

16.6 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.