

# WMG Vehicle Management (Retail) Ltd

## Terms and Conditions

Please read these terms and conditions carefully. The terms and conditions stated need to be read in conjunction with any order you accept from us. We reserve the right to make changes to these terms and conditions from time to time. Please remember that throughout these terms and conditions when we mention "we", "us" or "our", we mean WMG Vehicle Management (Retail) Ltd. When we refer to "you" we mean the customer.

For vehicles with driver connectivity systems such as Mercedes Connect Me, Jaguar/Land Rover InControl, Vauxhall OnStar etc., driver data will not be set-up on the vehicle due to restrictions set by the funder.

Upon entering into a contract agreement, you are responsible for the running of the vehicle in accordance with the manufacturer's guidelines. This includes keeping the vehicle properly serviced in accordance with the manufacturer's recommended service schedule by an agent approved by the finance company.

For pre-registered vehicles sold with the balance of the manufacturer's warranty, an MOT will be required (at customer's cost) 3 years from published taxation point, in line with UK law. If a vehicle is pre-registered, you will be entitled to the balance of the manufacturer's warranty and roadside assistance cover. In the event that the warranty expires within the contract hire period, you will be liable for any repairs or breakdown costs, unless a maintenance package is purchased as part of the contract, in which case repair costs may be covered subject to the maintenance terms and conditions.

### Prices

Prices quoted for personal leasing include VAT.

Prices quoted for business leasing exclude VAT.

Should the VAT rate change between the placing of the order and the supply of the vehicle, payments will be adjusted accordingly.

Unless stated to the contrary prices include.

- i. Delivery to your chosen **UK mainland** destination.
- ii. Number plates,
- iii. Road Fund License for the term (if applicable), and
- iv. Vehicle Registration Charge.

WMG Vehicle Management (Retail) Ltd reserves the right to change the price of the vehicle, either before or after an order is placed. If the price of a vehicle is changed after an order is placed WMG Vehicle Management (Retail) Ltd shall notify you of the change and you have the right to withdraw your order if the change is not acceptable.

Prices quoted may vary depending upon the vehicle colour which is a result of different residual values set by the finance company.

WMG Vehicle Management may charge a processing fee. The amount required will be stated on your order form prior to acceptance by you.

Prior to ordering your vehicle a vehicle ordering deposit may be required. Subsequent cancellation may result in the loss of this deposit at the discretion of WMG Vehicle Management (Retail) Ltd.

For contribution deals, a portion of the initial rental is paid by the supplying dealer / vehicle manufacturer and the Customer must pay the remaining amount direct to the finance provider by BACS or Cheque. A full breakdown of the costs will be given on your order.

## Orders

An order does not create a contract between you and WMG Vehicle Management (Retail) Ltd to purchase, hire or lease a vehicle. For there to be a contract between you and WMG Vehicle Management (Retail) Ltd to purchase, hire or lease a vehicle, WMG Vehicle Management (Retail) Ltd must locate a vehicle matching the specification you require, at a price agreed between you and WMG Vehicle Management (Retail) Ltd. You must enter into a finance agreement with a finance company. For the avoidance of any doubt, there is no contract to purchase, hire or lease a vehicle between you and WMG Vehicle Management (Retail) Ltd until the finance agreement is signed by you and the finance company and it becomes executed/operational.

In the unlikely event that the vehicle you have ordered is not available or the funder makes a change to the rental, WMG Vehicle Management (Retail) Ltd will contact you by email or telephone to confirm with you whether you wish to proceed with your order or to provide you with possible alternatives. If the alternative is not acceptable by you, WMG Vehicle Management (Retail) Ltd will cancel your order without penalty and refund any monies paid.

We may introduce you to our carefully selected panel of finance providers who may then pay us for the introduction. We will not refer you outside of this panel.

Following an accepted order, we will carry out a credit check on you as part of your application process. If you are applying on behalf of a limited company, you are confirming you have authority to authorize a credit search in the name of the Company and each Director.

For cancelled orders, customers are entitled to a refund of any processing fee. The refund will be issued to private individuals, sole traders and partnerships who have not entered into an agreement within six months of an introduction. The law applies equally to both personal and business customers, unless they are limited companies or limited liability partnerships. Refunds will be issued within 30 calendar days from the day on which WMG Vehicle Management (Retail) Ltd receives the notification of cancellation.

Depending upon circumstances, such as a change in business requirements, limited companies and limited liability partnerships will not be entitled to a refund but may be eligible for a credit note against future orders up to a maximum of six months from the point of cancellation. Customers should contact WMG Vehicle Management (Retail) Ltd in the first instance to discuss their case as this is judged on a case-by-case basis.

## Delivery/Registration

Upon receipt of a correctly completed and signed finance agreement; payment of any deposit, and if applicable payment of any balance of monies WMG Vehicle Management (Retail) Ltd will arrange delivery of the vehicle to your chosen **UK mainland** destination.

Please note that the monthly rental/lease price includes the cost of driving the vehicle to your specified address, provided your address is situated on the **UK mainland**. Certain delivery locations may incur an additional delivery charge and we reserve the right to recover this charge from you. However, we will advise you if there is an additional delivery charge prior to you completing the finance documentation.

Your vehicle will be delivered to your specified address, provided your address is situated on the **UK mainland**. The finance company will allow up to 100 miles to arrange delivery of your vehicle. This will not count towards your pre-agreed contracted mileage. Additional mileage above this figure may be deducted from your contracted mileage subject to the finance provider we are using for your contract. If you require Vehicle Transported Delivery (the vehicle is delivered on a trailer/transporter) this can be arranged but an additional charge will be made.

Quoted delivery "lead times" represents our "best estimate" based on information provided by our brand supplier and do not constitute an obligation to supply the vehicle in the time specified. Whilst we endeavor to ensure that delivery dates are as accurate as possible, delivery dates are subject to change by the manufacturer and on occasion delays do occur due to production issues. WMG Vehicle Management (Retail) Ltd will keep you informed of any known changes to your vehicle's delivery date to allow you to make any necessary arrangements as a consequence. WMG Vehicle Management (Retail) Ltd has no control or influence over manufacturer lead times and will not accept any responsibility for any losses or inconvenience caused because of a delay from the manufacturer.

Please note that the statutory cooling off period observed by finance companies applies to all vehicles, and vehicles will not be delivered until the 'cooling off' period has expired.

Local registration of vehicles is not possible.

Proof of insurance is required before delivery can take place. Please note that the hirer obtaining finance must be the main policy holder or a named driver on the insurance certificate.

### **Excess Mileage**

Certain finance agreements have an excess mileage charge. This is expressed as PPM (pence per mile) and is charged when your vehicle exceeds the agreed mileage over the total contract term. Some contracts allow you to travel over your agreed mileage amount only charging you the PPM amount stated on your order form, however other contracts will only allow you to travel up to a pre-determined amount before a higher excess mileage charge is applied. Please refer to your contract for full details on excess mileage charges and how this cost may affect you. Some contracts can be rescheduled (during the contract) for a higher mileage which can work out cheaper than paying the excess mileage rate.

### **Fair Wear and Tear**

Damage charges may be charged by the funder at the end of the contract if the vehicle has damage which is outside of the funders Fair Wear & Tear guide. A copy of the Fair Wear & Tear guide can be obtained on request from the appropriate funder or from WMG Vehicle Management (Retail) Ltd.

### **Car Accessories**

All non-dealer fit accessories are potentially available; however WMG Vehicle Management (Retail) Ltd will be required to investigate the availability of the required options prior to providing an estimated delivery date. Authority to fit a non dealer / manufacturer accessory will also need to be obtained from the respective finance company.

WMG Vehicle Management (Retail) Ltd reserves the right to refuse installation of an accessory or to offer an alternative if in the sole opinion of WMG Vehicle Management (Retail) Ltd the product is not suitable for installation on the specified vehicle.

### **Statutory Rights**

Nothing in these conditions shall affect your statutory rights.

WMG Vehicle Management (Retail) Ltd is committed to excellent customer service. If you are dissatisfied with our service, we will endeavor to resolve any issues in a fair and effective manner.

For a copy of our customer complaints procedure or if you have any feedback regarding our service you should email [paulcoe@w-m-g.com](mailto:paulcoe@w-m-g.com) . We are committed to acknowledging your feedback within 5 working days of receipt and undertaking all reasonable efforts to resolving it

within 10 working days. We would seek to resolve any complaint or concern you may have in the first instance if we are unable to do that then you may be able to refer your complaint to the Financial Ombudsman Service.

WMG Vehicle Management (Retail) Ltd is a broker member of the British Vehicle Rental and Leasing Association.

WMG Vehicle Management (Retail) Ltd is authorized and regulated by the Financial Conduct Authority.

WMG Vehicle Management (Retail) Ltd is licensed as a credit broker under the Consumer Credit Act 1974 by the Financial Conduct Authority. Our Firm Reference Number is 710242.

WMG Vehicle Management (Retail) Ltd is registered in England and Wales. Registered Number - 6246510. VAT Number - 915 9500 20. Registered Office: Cedar House, 41 Thorpe Road, Norwich, NR1 1ES.