

Last Updated – 17th January 2020

Relating to our brokerage services / usage of our website and online ordering system.

Using our website and online ordering process

This website is owned and operated by Motion Vehicle Consulting Ltd (Motion Vehicles). Our online ordering system are owned and operated by Marshall Management Services Ltd. Motion Vehicle Consulting Limited acts a credit intermediary and authorised representative of Marshall Management Services Ltd. We may refer to Motion Vehicles as 'us', 'we', or 'our' within this page. When we make reference to 'you', we mean the user of our services or website.

The trading address for Motion Vehicles is: Badger Farm, Willowpit Lane, Hilton, Derby, Derbyshire. DE65 5FN.

For further details about our company please refer to our Initial Disclosure page.

Please read the following terms and conditions carefully. If you are using our services or website, you are deemed to have accepted our terms and conditions for use, which combined with our privacy policy form the contract that governs our relationship. For more information please refer to our Privacy Policy page.

Motion Vehicles may make changes to these terms and conditions at any time and reserves the right to do so without prior notice.

Content on our website

Please take note that the phrase "website content" refers to the text, graphics, images and scripts that form part of this website. Motion Vehicles makes every attempt possible to keep website content and information up to date via our data and image providers.

The content found within the pages of our website is taken from professional sources but is intended to be for indicative purposes. If you are in any doubt of the suitability of the vehicle type, vehicle colour or specification our guidance would be to visit the manufacturer's website. We will provide a full formal quotation once we have validated your enquiry and have conducted a fact find. Motion Vehicles will not be held liable for the use of any information, images or supporting tools on the website. Our sales process requires our staff to ask relevant questions about your needs and to provide key information up to the point of the formal quotation. We will not provide advice or recommendation therefore it is your responsibility to ensure that any products and services meet your requirements.

Written consent should be obtained from Motion Vehicles before you are permitted to copy, alter or reproduce any of the content of this website.

- **Vehicle information - Imagery and data**

The images used on our website are for illustration purposes only, our image supplier will select an image to be representative for the model range but will not provide an image for every vehicle derivative.

We subscribe to a professional vehicle data feed and this is updated on our website on a regular basis. Every effort is made to verify and ensure the accuracy of the vehicle data on our website, the information should be used for indicative purposes and in conjunction with the manufacturer website or brochure. It is a best practice you refer to the manufacturer to get the latest specification, technical data and additional options list for a particular vehicle.

We reserve the right to make changes to imagery and vehicle information without notice.

- **Vehicle pricing**

Website prices quoted for personal finance include VAT (where applicable) and prices quoted to businesses exclude VAT.

If at any time the VAT rate or any other government tax rate changes between the point of placing an order and the supply of the vehicle, all payments will be adjusted accordingly by the finance provider. Motion Vehicles cannot be held accountable for any change in government legislation.

Unless otherwise stated, all prices include the following;

- Vehicle delivery by a franchised dealership to your chosen UK mainland address. Please note that you will be advised if there are any extra delivery charges prior to the order being processed by us.
- Vehicle excise duty for the duration of the contract (if applicable).

As a credit broker we take pricing feeds from each of our finance providers and our website displays this pricing directly to our customers. All prices are subject to the availability of a stock vehicle or factory allocation. We aim to update issues found within the pricing feeds quickly to minimise impact on the end user.

Leasing contracts can be personalised with respect to mileage allowance, term and the initial rental profile therefore it is best practice to contact us and request any quotation that isn't directly available on the website.

Motion Vehicles reserves the right to amend or change lease prices without notice, this can be driven by availability, government tax changes, finance company price reviews or changes in discount terms from either the supplying dealership or manufacturer. This can include price changes before or after an order has been placed. If a vehicle price changes after the order contract has been signed, then Motion Vehicles reserve the right to notify you of this change and you will have the option to withdraw your order if the change is not acceptable.

Our formal quotation

A formal quotation will be provided before you can order with us and will be sent to the person who made the enquiry via a secure web link. This quotation will only be accessible with access to the internet. The quotation can be accepted online via an electronic signature which creates an agency contract between the applicant and Motion Vehicles. When accepting the quotation this creates the order subject to credit acceptance and availability of the vehicle. If credit application is not accepted or the vehicle is no longer available when we go to secure it the contract can be exited without charge. We will ask the applicant to read a number of key documents and agree to these terms & conditions before accepting the quotation.

Ordering with us – Your agency contract with Motion Vehicles

An order for a vehicle with Motion Vehicles is an agency contract for the supply of services and can be signed electronically via our secure e-sign system. We are a credit brokerage and it is part of our service to source, locate and commit to a vehicle that matches your requirements at a brokered finance price. When e-signing our quotation, you are agreeing to waive any cooling off period in relation to this agency agreement with Motion Vehicles. Please note this does not affect your cooling off rights in relation to the finance agreement as this is a separate contract between you and the finance company. It is important to note that your order / agency agreement is not a finance agreement, the finance documents will be issued by the lender after the vehicle has been fully ordered. Following your order, we will introduce you to a lender.

Delivery estimate

As part of our process we will check availability of the quoted vehicle with the supplying dealership or manufacturer and provide a best estimate for delivery. It is important to state that this date is an estimate and as a credit broker we cannot guarantee this date as it is based on information from a third party. As an established credit broker, we work with a selected group of supplying dealerships who offer high standards of customer service and this is how we aim to provide the best indication for delivery. Many special offers are for stock vehicles or vehicles at a holding compound in the UK, these estimates will be more accurate than a factory order as delays can happen within the build process especially when the vehicle needs to be shipped from abroad. Motion Vehicles do not attempt to secure the vehicle in the customer's name until we have received a signed order form to begin the agency contract.

Vehicle availability

If we are unable to locate the vehicle you have ordered due to changes in availability, then we will contact you to make you aware and to offer alternatives. If the alternatives are not acceptable to you, we will cancel your order free of charge. However, if credit acceptance is in place and the vehicle is secured a cancellation fee will be payable if you change your mind. Please refer to our Information Notice page for further details on our fees.

Regarding the applicant & usage of the vehicle

All personal orders must be signed by the person applying for the finance and they must be the main driver of the vehicle. Finance companies do not allow customers to apply for finance on behalf of someone else and this is known by the finance companies as an 'accommodation deal'. Delivery of the vehicle may be refused if it is determined that the applicant is not the main driver of the vehicle. The main driver must also be comprehensively insured on the vehicle and be able to provide a copy of the insurance before the finance contract can be made fully live.

For business customers the order must be signed by an authorised signatory of the business and the vehicle must be driven by an employee of the company. The vehicle must either be insured on a business fleet policy or individually depending on the size of the business fleet.

Delivery of the vehicle

Motion Vehicles will arrange and offer you a delivery slot once the vehicle is at the dealership and when we are in receipt of both completed and signed finance documents. We also require payment receipt for any associated fees shown on your quotation.

Delivery to an address on the UK mainland is included within the lease price or monthly rental unless specifically stated.

Information of delivery timescales or 'lead times' are best estimates due to the nature of the manufacturer and dealership process. Any 'lead time' received does not provide a commitment from Motion Vehicles that the vehicle will be delivered within the timescale provided but we will do everything possible to provide accurate estimates at the point of order. We will also be in contact regularly through the process to update you on the delivery timescale.

Consumer rights – finance agreement cooling off period

Statutory cooling off periods relating to regulated finance agreement are in place for all vehicles. Please note that vehicles will not be delivered until the cooling off period has expired.

Contracted mileage allowance / Excess mileage charges

It is very important that you choose the most appropriate contracted mileage allowance to suit your requirements. The finance company set a residual value or projected sale value at the end of the finance agreement based on a number of variables including the projected mileage. If during the contract you think you might go over your allowance it is best practice to get back in touch with Motion Vehicles and we will contact the finance company to see if they will allow a mileage reschedule to update the rental, this can often be a lower cost option compared to excess mileage charges at the end of the agreement. Motion Vehicles will provide indicative details of the excess mileage charges on your formal quotation but for full details on the finance companies policy please refer to the finance agreement as tiered bands may exist and delivery mileage can be treated differently by each provider.

Vehicle servicing and maintenance

Motion Vehicles will always offer you an option to choose either a driver maintained or fully maintained agreement, this is completely your choice. Every vehicle needs to be maintained in line with the manufacturer guidelines and this includes all routine services. As the credit broker Motion Vehicles are not specialists in manufacturer's service, maintenance and repair (SMR) so we will not offer you any advice or recommendation in this regard. Information regarding SMR can be found in the physical or electronic vehicle handbook. Most vehicles will remind you when the next service is required but it is your responsibility as the driver to ensure this is carried out in line with manufacturer guidelines. The monthly rental for a fully maintained contract is set by the finance company or maintenance provider and this is based on analytical data for that specific vehicle, mileage and term. The finance company are within their rights to charge for missing a scheduled service as this can reduce the value of resale at the end of the contract.

Please see the following section regarding the BVRLA's fair, wear and tear guide.

Vehicle condition - BVRLA Fair, wear and tear

The BVRLA are the British Vehicle Rental & Leasing Association and they set the guidelines for fair, wear and tear over the length of a contract. It is your responsibility to look after the vehicle during the contract and when the vehicle is collected it will be assessed by an independent agent as instructed by the finance company. Motion Vehicles have no influence over the assessment, but we can make you aware of the guidelines to reduce the risk of a damage recharge at the end of the contract.

For more details on fair, wear and tear follow these links:

<http://www.bvrla.co.uk/service/fair-wear-and-tear-guides>

<http://www.bvrla.co.uk/advice/guidance/returning-your-leased-vehicle>.

Our cancellation policy

If you cancel between signing your order and taking delivery of the vehicle then our policy is to charge a cancellation fee to cover costs associated. Our cancellation fee is a flat figure for all customers and is applicable from the point at which the credit acceptance is in place and the vehicle has been secured in your name. As we aim to treat all customer fairly, we will waive our cancellation fee if the delivery estimate slips by more than 30 calendar days compared to the estimate given on the signed order form. Details of this charge can be found on our Information Notice page.

Fees payable to Motion Vehicles

Details of our fees can be found on our Information Notice page.

Customer complaints

Motion Vehicles believes in treating customers fairly and we are focused on providing excellent customer service, therefore if you are at any point dissatisfied with our service then we would like to hear from you so that we can understand, resolve and learn from any issues that arise within the process. View our Complaints Procedure page for more details