

Full Trading Name – Express Vehicle Contracts

Company Registration Number – 03247145

VAT Registration Number – 695548379

BVRLA Registration Number - 1463

Financial Services Register Number - 680691

ICO Registration Number – Z5088418

Registered Address – 15 Aston Court, George Road, Bromsgrove Technology Park, B60 3AL

## Definitions

You will see throughout our terms and conditions the below terminology is used. Please refer to the table below to identify the meanings.

Processing Fee	The fee charged for services rendered and is payable at the time of order confirmation
Consumer	A private individual acting in a non-business capacity
Finance lender/ lender	The finance company you have entered/will enter the finance agreement with
Finance agreement or Credit/Lease agreement	A separate agreement which you enter with the lender
Services	Sourcing vehicles, arranging finance agreements for vehicles and assets, securing pricing and vehicle orders, providing updates on the vehicle order/s, arranging delivery of vehicles
Regulated business	Refers to a business regulated by the Consumer Credit Act 1974
Our website	The website operated by us and registered under the domain name <a href="http://www.expressvehiclecontracts.co.uk">www.expressvehiclecontracts.co.uk</a>
Credit search	A credit search is required before entering the finance agreement. Your personal information will be passed to credit reference agencies and finance for this purpose
Customer	A regulated or non-regulated person or entity conducting business with Express Vehicle Contracts
VAT	Value added tax as per the Value Added Tax Act 1994
Your/your	Refers to you as an individual consumer or the person responsible within a regulated or non-regulated business
We/our/us	Express Vehicle Contracts
Holding deposit	A deposit to secure a vehicle, which will be returned within 7 working days, following delivery

Sourcing Fee	A fee that Express Vehicle Contracts will charge for sourcing any vehicle for outright purchase.
Contract Extension Fee	A fee that Express Vehicle Contracts will charge for administering an extension.
Transfer of Contract Fee or Novation Fee	A fee that Express Vehicle Contracts will charge for administering a transfer of name on a contract with a finance lender.

1. Express Vehicle Contracts is a trading style of National Fleet Services Limited. These terms and conditions (“Conditions”) apply between you and Express Vehicle Contracts, 15 Aston Court, George Road, Bromsgrove Technology Park, Bromsgrove, B60 3AL. Company Registration Number 03247145 (“we”, “us” and “our” as appropriate) for the sourcing by us, via various funding options, of motor vehicles as listed on our website or in other direct communications with you, and as supplied by recommended motor vehicle/asset/dealers/manufacturers.
2. The images of vehicles displayed on our website and any images we use for marketing, are for illustration purposes only. Whilst every effort is made to ensure the accuracy of these images, specifications and model years may differ and the colours may not be displayed accurately. You may have different settings on your computer or phone display, which may not reflect the true colour of the vehicle. We do not accept responsibility for the vehicle specification image, model year or colour displayed being different to the vehicle you have ordered.
  - 2.1 The specifications listed on our website have been supplied by CAP (CAP HPI Limited) who provide us with current information on the vehicles we advertise. We rely on the accuracy supplied by CAP however the information regarding specifications on our website should only be used as a guide. Please check on the relevant manufacturers website to confirm the full specification. You will need to be sure you are using the most up to date information provided by the manufacturer. We will not be liable for any costs or losses sustained incurred by you, should you choose to use our website to determine the standard specification of your vehicle.
3. Your order of a vehicle or asset with Express Vehicle Contracts from our website or other communications is an offer. All orders are subject to formal written acceptance by us, the stock availability of the vehicle or asset concerned, price changes and the payment by you of a holding deposit (if applicable) in accordance with our written acceptance of your order. Credit approval does not guarantee the allocation of a vehicle.
  - 3.1 If you are a consumer, you may only place an order for a vehicle from our website if you are 18 years of age or older and are a resident in the United Kingdom.
  - 3.2 If you are a customer the prices quoted may be displayed as inclusive or exclusive of VAT. You will be liable to pay VAT.
  - 3.3 If you are a business customer, you are confirming that you have the authority to carry out business with Express Vehicle Contracts, on whose behalf you order the vehicles or assets for. You must be a board member or authorised signatory.

3.4 If you are a business customer, the quotes we send will be excluding VAT.

3.5 The prices quoted include the cost of driven delivery unless otherwise stated by the supplier. Dependent on where you are situated in the UK the cost of delivery may differ, we will advise you of any additional charges.

3.6 The terms and conditions on any order, or order confirmation and any agreed amendments form your contract with Express Vehicle Contracts. They are in addition to and not superseded by any agreement you enter with the lender concerned. You will be required to sign an agreement with the lender before you take delivery of the vehicle, or for your agreement to be deemed live for an asset.

4. Quotations are valid for 14 days from the date of issue unless there has been a price increase from the manufacturer, there has been a bank of England price rise and/or a Government Vehicle Exercise Duty change between when you were quoted and when the vehicle is to be ordered.
5. We will send you a quote for a both customer maintained and fully maintained contracts where we are able to. If you choose to proceed with a customer-maintained contract it is your responsibility to ensure the vehicle is maintained in accordance with the manufacturers schedule and standards. Should you wish to take the vehicle to a non-approved service centre of that manufacturer, you must contact the lender to confirm they are happy for you to do so.

5.1 The vehicle must be returned to the leasing company in a legal and roadworthy condition. Tyres tread depth must be above the legal limit. If you need clarification of this, please ask for a copy of the BVRLA (British Vehicle Rental Leasing Association) guide which can be provided upon request.

5.2 If the vehicle is over three years of age on return, it must have a valid MOT certificate. If you do not return the vehicle in a roadworthy condition in accordance with the BVRLA guide, you may be charged for remedial/cleaning/upkeep work by the leasing company.

5.3 You must ensure that the parcel shelf, spare tyre, carpet mats etc. are returned with the vehicle to the leasing company. You may be charged if any items that were supplied with the vehicle or have been paid for by the leasing company as additional options, when you ordered the vehicle, are not returned.

5.4 If you have opted to have your maintenance provided by the leasing company (or a third party that we may have introduced you to) you are responsible for arranging the service in accordance with their instructions.

5.5 Maintenance may be provided by a third party. If this is the case an additional Master Hire Agreement and Direct Debit Mandate will need to be signed.

5.6 The term of hire or annual mileage limit on some products may be able to be amended with the lender up until the last 6 months or within the first 12 months of the agreement, but not all products allow this. There may be a charge for any amendments to the contract.

Not all agreements allow you to change the mileage so please ensure you plan your mileage accurately before you enter into an agreement.

6. Figures quoted are subject to manufacturers, dealers or leasing company price changes, fluctuations in interest rate charges or Government legislation are all outside of our control and the difference in price will be passed to the customer.
7. Prices may vary if you live in Northern Ireland or Scotland. Dependent on the offer and how the vehicle is registered, there is chance that a particular offer may not be available for customers in Northern Ireland. If you live in Scotland, there may be additional delivery costs.
8. Prices on quotes and on our website are subject to change and this is out of our control. We will confirm the price of a vehicle or asset at the time of order and keep you updated if there are any subsequent price changes.
  - 8.1 Once we have received your finance application you will receive an email from us to confirm receipt. This means that we have received your application, and it will be sent to the lender for the quote you have received, for consideration. This email does not mean that you have credit in place or that a contract has been formed for Express Vehicle Contracts to supply you with a vehicle or asset.
  - 8.2 We have a dedicated team who are trained to deal with finance applications. Prior to an application being submitted to the lender, the team will check your application and be in contact if there are any details missing or discrepancies with the information provided. The team may also contact you to confirm affordability prior to proceeding with the application.
  - 8.3 Should you fail to obtain credit for any reason, we may ask for proofs of Identification, proof of address and may ask for bank statements and P60's/tax returns to confirm affordability. If we do have any concerns of your affordability, our dedicated team will talk you through why we believe there may be an issue and any alternative options we have that may meet your requirements but will not be actioned until we have confirmation that the finance product, vehicle and cost is suitable for you.
  - 8.4 Finance is subject to status and to persons over 18 years of age only. Underwriting guarantees/indemnities may be required. For purchase plans, the optional final payment plus any other applicable fees that may apply to own the vehicle at the end of the contract will all be shown on your quotation, order, and finance agreement.
- 9 We reserve the right to change the price either before or after we accept the order from you where circumstances are out of our control, if required. If there are Government Vehicle Exercise Duty changes between when you order your vehicle and when your vehicle is delivered, the supply price of your vehicle will change, which will affect the cost of your contract.

If your vehicle does not meet a build schedule with a manufacturer and your build is changed to the newest model year, this again will affect the supply cost of your vehicle and will be reflected in the new contract pricing. The specification of the vehicle may also differ

so please check the manufacturers website for information on specifications. Express Vehicle Contracts cannot be held responsible for any changes to specifications that manufacturers may make.

If there are any changes, we will advise you as soon as we receive the information. Some manufacturers are not offering price protection for vehicle orders, we will let you know if your order falls into this category, prior to ordering the vehicle to ensure you have the information prior to entering a contract with Express Vehicle Contracts.

- 10 A vehicle cannot be reserved or ordered without credit acceptance in place.
- 11 Manufacturer lead times are consistently fluctuating due to the shortages of parts and components to build vehicles. Dependent on how long it takes for your vehicle to arrive, we may need to refresh your credit every 90 days, whether this is a soft search or full search will vary between lenders, we will confirm this with you. It is important that you let us know of any changes in your circumstances that may affect your ability to afford the vehicle, address changes or job and income changes. We will always contact you to gain your confirmation before we carry out any further credit searches.

11.1 It is important that you maintain your credit status throughout the waiting period of delivery, if there are any changes on your credit file that flag to the lender when we refresh credit, the lender retains the right to decline the application.

- 12 Express Vehicle Contracts will charge a processing fee of £245 + VAT for services rendered, this fee is non-refundable in the event of cancellation.

If this fee is not paid Express Vehicle Contracts reserves the right to engage a third-party debt collection agency to recover this fee. This may result in additional costs being incurred and may impact your credit rating.

The fee can be paid by bank transfer and must be paid within 7 days of the invoice date.

12.2 Should your vehicle order be cancelled by a manufacturer or if the pricing is changed by any of the events listed in point 9, we will return 50% of the processing fee to you, should you wish to no longer continue with the vehicle order.

This will be returned to you in the same way we received payment, if you paid by bank transfer the money will be returned to the same bank account. If it was paid by cheque, you will receive a cheque for the money to be returned.

12.3 In the event that 50% of the processing fee is to be returned, it will be returned on the last day of the following month of our written confirmation of the refund.

12.4 Express Vehicle Contracts will charge a sourcing fee of £499 + VAT for sourcing any vehicle for outright purchase. We require the fee to be paid within 7 days of invoice.

12.5 Express Vehicle Contracts will charge a Contract Extension fee for administering an extension should we be required by the funder to administer this. We will charge £95 + VAT

for a 6-month extension and £119 + VAT for a 12-month extension. We require the fee to be paid within 7 days of invoice.

Should the funder allow you to buy the vehicle at the end of the contract, we will charge an administration fee of £150 + VAT for administering this.

12.6 Express Vehicle Contracts will charge a Transfer of Contract Fee or Novation Fee when administering a change of contract ownership. Both fees are £199 + VAT however all transfers of contracts are subject to the approval of the finance lender. We require the fee to be paid within 7 days of invoice.

- 13 When ordering a used vehicle, a holding deposit of £500 including VAT is required to secure the vehicle. This can be paid by bank transfer to our client account. The holding deposit will be refunded to the account the payment was made from within 7 business days of the delivery date.
- 14 Please see our Cancellation Policy for information regarding cancellation fees, and how to cancel a vehicle order.
- 15 We will not send the processing fee invoice until there is credit in place and the vehicle order has been confirmed by the supplier. Once the vehicle has been ordered the Cancellation Policy will apply.
- 16 Express Vehicle Contracts can introduce you to several finance lenders. We may receive a commission and/or other benefits if you enter into an agreement with them. Any commission will affect the initial and monthly rental on your agreement. The Financial Conduct Authority expects any intermediary to disclose to the customer that a commission may be payable by the owner or the creditor to the intermediary, and if the customer asks the amount of that commission.

In line with new legislation if you are a regulated client and would like Express Vehicle Contracts to disclose any potential commission please forward your request to our head office address as listed at the top of our terms and conditions, or via email to [sales@expressvehiclecontracts.co.uk](mailto:sales@expressvehiclecontracts.co.uk) or by telephone on 0121 4279477.

- 17 Credit/Lease Agreements: if you have entered into a credit/lease agreement with a finance lender that Express Vehicle Contracts has introduced you to, you will need to enter into a separate agreement with that provider. If you later decide to withdraw from that credit agreement under the Consumer Credit Act 1974, you will still be responsible for paying (and must pay in accordance with the terms of this contract) the outstanding balance of the vehicle payable by you, to Express Vehicle Contracts under this contract.
- 18 You must not take out vehicle finance on behalf of someone who is unable to obtain credit in their own name. If a vehicle has been ordered and we are to discover that the vehicle is not for yourself we will cancel the vehicle order, to comply with the lender's rules and regulations. We do offer the ability to do a joint application, however as this lender may differ to the one the rate of interest is advertised with, there may be changes to the cost of the contract.

- 19 If the vehicle you have ordered is not available, we will contact you by email or telephone to suggest possible alternatives, however, will not proceed further without your written confirmation of the suitability of the product suggested.
- 20 If your vehicle is a factory order, we will endeavour to update you approximately every 14 business days on your vehicles build progress.
- 21 Dependent on the lender there may be specific terms and conditions for app connectivity, including Apple or Android Car Play. Please inform us if you specifically require this service so we can offer the best options available.
- 22 If you are purchasing, leasing, or renting a minibus from Express Vehicle Contracts, it is your responsibility to ensure that you have conducted the necessary risk assessments, and they are conducted at regular intervals. You must ensure that the vehicles your order meet the requirements of your driver's license. You should always ensure the minibus is correctly taxed and that your operators meet the Governments and DVLA's (Driver and Vehicle Licensing Agency) regulations.
- 23 If you are purchasing, leasing, or renting an electric vehicle, it is your responsibility to ensure that you have the correct charging cables to charge the vehicle. You should be aware of the electric range your vehicle is likely to do and that your range may drop during the winter period. It is your responsibility to ensure that you have the charging point required for your vehicle. It is your responsibility to ensure that you have your charger arranged prior to arranging delivery of your vehicle.
- 24 Once your signed finance agreement has been approved by the lender, if you are a Private Individual, Sole Trader, or a Partnership with less than 4 partners, you will need to complete a 14-day cooling off period prior to taking delivery of your vehicle. The 14 days starts from the day the lender has approved your finance documents, not from the date you have signed them.
- 25 Upon receipt by us of completed finance documentation (including signed finance agreement accepted by the lender) and any balance of monies due to be paid to or through us, we will arrange delivery of the vehicle to your chosen UK mainland destination.
- 26 Your vehicle can only be delivered to an address that is on your finance application. Certain lenders only allow delivery to your home address, but we will confirm if this applies to you when arranging delivery.
  - 26.1 We will send you an email with guidance on what to do when you take delivery, with your delivery date confirmation. It is your responsibility to ensure that any damage is recorded on the delivery note, the correct mileage, and any wrong specifications E.g. dealer fitted options missing.
  - 26.2 If you do not record any of the above and do not follow the guidance given, Express Vehicle Contracts, the finance lender nor the supplier can be held responsible for any

damage, missing options, wrong specifications, incorrect mileage or any guidance from Express Vehicle Contracts or the dealer, not being utilised.

26.3 Your vehicle mileage allowance will commence from the delivery mileage recorded on delivery documentation.

- 27 You are responsible for registering your vehicle if a low emitting vehicle with the DVLA for any waiver of fees, for example, the London Congestion Charge and with the Dart charge for using the Dartford Crossing. If you fail to register and receive a fine the leasing company will charge the cost of the fine and an administration fee to you.
- 28 Please note local registration of motor vehicles is not possible. Should you wish to arrange a private registration for your vehicle, you will need to ensure your registration number is currently on retention. You will need to nominate the finance lender to use your registration number. Should you choose to arrange your private registration plate after delivery, you will need to wait for the contract to be set live, and you may be charged administration fees by the lender.
- 29 If you fail to provide access to the premises necessary to effect delivery or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without prejudice to any other right or remedy available to us, we may store the vehicle(s) until actual delivery and charge you for the reasonable costs (including insurance) of storage and aborted delivery charges.
- 30 If for any reason the vehicle is not delivered on the confirmed date that is not the fault of Express Vehicle Contracts, we will not be held responsible to provide you with a hire vehicle. We will seek help and advice from the supplier and pass on this information to you.
- 31 If you receive any traffic infringement penalties, you are responsible for paying them directly to the authority concerned. If any fines are forwarded to your leasing company, they will settle the fine and recharge this to you with an additional administration fee.
- 32 Should you change address you must inform Express Vehicle Contracts, as well as the finance lender. The contract will be in your name, you must liaise with lender to advise them of any changes. Express Vehicle Contracts cannot do this.
- 33 It is your responsibility to contact us to arrange collection of your vehicle prior to the end of the agreement. The leasing company will not automatically collect the vehicle. You will be charged if you retain the vehicle past the end of the agreement.

To arrange collection please email [sales@expressvehiclecontracts.co.uk](mailto:sales@expressvehiclecontracts.co.uk) It is your responsibility to insure, maintain and pay any rentals applicable if you revert to an informal extension. You may be able to arrange an extension prior to your contract ending. Please contact us for assistance. If you remain in an informal extension, your rental may revert to your true rental.



For example, if you originally signed up for a 9+23, once your contract is finished, your monthly rentals will increase. If you were paying £150 per month on a 9+23, this will change to  $9+23 \times £150 = £4800$  divide this by 24 (your contract length) your new monthly rental would be £200 per month.

33.1 We will contact you if there is an opportunity to arrange a formal extension on your current agreement.

- 34 The Conditions shall govern our dealings with you, and all contracts formed between you and us, to the exclusion of any other terms and conditions. No variations to these Conditions will be binding unless agreed in writing between you and us.
- 35 Our employees or agents are not authorised to make any representations concerning our services unless they are confirmed as such by us in writing. In entering any contract with us, you acknowledge that you do not rely on any such representations which are not so confirmed.
- 36 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.
- 37 Subject as expressly provided in these conditions and except where you are a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 or in amended or replacement legislation), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 38 Where the sale is under a consumer transaction the statutory rights of the customer are not affected by these conditions.
- 39 Except in respect of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of us, our employees or agents or otherwise) which arise out of or in connection with the supply of services or vehicles and our entire liability under or in connection with the contract with you shall not exceed the price of the services supplied to you, except as expressly provided in these conditions.
- 40 We shall not be liable to you or be deemed to be in breach of any contract with you by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control.
- 41 The following clause applies if you make any voluntary arrangement with your creditors; or (being an individual or firm) become bankrupt; or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrance takes possession, or a receiver is

appointed, of any of your property or assets; or you cease, or threaten to cease, to carry on business; or we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.

- 42 If this clause applies, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the contract or suspend any further deliveries or provision of services under the contract without any liability to you and if vehicles have been delivered or services provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 43 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- 44 The contract with you shall be governed by the laws of England and you agree to submit to the non-exclusive jurisdiction of the English courts.
- 45 Novation's and transfers of vehicles are subject to the approval of the finance lender and are not available in all circumstances. Please contact Express Vehicle Contracts if you wish to transfer or novate the vehicle to another individual or company.  
Prior making any changes to the status of a company or partnership, please confirm that the new direct debit has been accepted by the finance lender.
- 46 If you are leasing a heavy goods vehicle (HGV) with a gross vehicle mass (GVM) which exceeds 3500kgs, it is your responsibility to obtain the plating certificate from the Vehicle and Operators Services Agency (VOSA) as part of your operator's licence.
- 47 We are committed to the highest standards of customer service. Should you have any complaint about our services please let us know as soon as possible either by phone 0121 4279477 or by email to [complaints@expressvehiclecontracts.co.uk](mailto:complaints@expressvehiclecontracts.co.uk). We will endeavour to resolve them with you in a fair and effective manner. We will acknowledge your complaint within 48 hours of receipt and will take all reasonable steps to resolving it promptly to your and our satisfaction. We will provide you with a timescale for resolving the dispute and keep you regularly up

#### 48 E&OE.

Express Vehicle Contracts is a trading name of National Fleet Services Limited. We are a credit broker and not a lender, we are authorised and regulated by the Financial Conduct Authority. We may receive a commission and/or other benefits. The commission we are paid may vary from funder to funder and from offer to offer. We will refer you to a finance provider from our funding panel for credit approval. Images are for illustration purposes only. This does not constitute an offer. All offers are subject to change at any time, you must be 18 or over and finance is subject to status. Please note all of our documents are sent out electronically, and all of our calls are recorded for training and security purposes. Any prices quoted are subject to changes in law, regulation, tax, or duty beyond our reasonable control. E&OE.

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Version Date: 15/01/2024 – Kayleigh Mangan