

Terms and Conditions



Contract to use Motion Vehicle Consulting Ltd.'s Website

- This website is owned and operated by Motion Vehicle Consulting Ltd (Motion Vehicles), whose principal place of business is at, Badger Farm, Willowpit Lane, Hilton, Derby, Derbyshire. DE65 5FN, and it provides this site to you subject to the following terms and conditions.
- Please read these terms and conditions carefully - if you use our site you are deemed to have accepted these terms and conditions and thereby have entered into a legally binding contract. The terms and conditions stated need to be read in conjunction with the order you accept from us. Please leave this site if you do not wish to accept these terms and conditions.
- We reserve the right to make changes to these terms and conditions from time to time which will take effect from the date when the changes are posted on this website. Your continued use of this website will constitute your acceptance of any changes to these terms and conditions. Please remember that throughout these terms and conditions when we mention "we", "us" or "our", we mean Motion Vehicle Consulting Ltd. When we refer to "you" we mean the user of our website.

Website Information

- For the purposes of these terms and conditions the expression "Website Information" means the images, applets, scripts, text and graphics operating in or which form part of this website.
- All intellectual property rights in the Website Information, in the selection and arrangement of the Website Information, in the design of this website and in all software compilations, underlying source code, software and all other material operating in or forming part of this website are owned by Motion Vehicle Consulting Ltd, or its content and technology providers except in so far as individually stated or acknowledged by us on particular material or items.
- Without affecting our own or any third party intellectual property rights, you are not permitted to copy, alter or reproduce any of the content of this site without our prior consent.
- You may view Website Information in a web browser for private use only. Copying Website Information into a computer cache or storage device for private on or off-line use is also permitted. You may not make a copy of the Website Information or any part of it for any other purpose without our prior written consent, which may be granted at our sole discretion.
- Nothing in these terms and conditions or on this website constitutes a licence to use or copy the Website Information.
- This website, like any other, is susceptible to cyber-squatting and vandalism. We do not accept any responsibility for, or liability in respect of, any information which appears on this website as a result of such actions.

Vehicle Information

- The vehicle specifications displayed on the website are supplied by the vehicle manufacturers to CAP and formatted for our use. Whilst we make every effort to assist in identifying vehicle options and standard specifications, the information should only be used as a guide and no decision should be made to purchase, hire or lease a specific vehicle without verification of the latest data from either the manufacturer or franchised dealer. Please check your order carefully to ensure it suits your exact requirements. If you are unsure, please check the manufacturer's website or ask your sales consultant. For the avoidance of any doubt Motion Vehicle Consulting Ltd will not be liable for any loss or damage arising, in contract, tort or otherwise, directly or indirectly from the use of or reliance upon any information

contained on the Website, nor products or services provided by third parties (whether individuals or corporations) featured on the site.

- 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 manufacturers recommended service schedule by an agent approved by the finance company.
- All images on the website are for illustration purposes only.
- We reserve the right to make any changes to the Website Information without notice and without incurring any liability to you.
- For pre-registered vehicles sold with the balance of the manufacturer's warranty, an MOT will be required (at customers 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.
- During the term and any extended term, we shall arrange for the provision of the vehicle excise duty (VED), also known as road tax, and include this into the cost of your agreement. If the cost of the VED goes up during the term of your agreement, or any extended term, you will liable to pay the amount of any increase.

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 advertised prices include;
 - i. Delivery by the dealer to your chosen **UK mainland** destination, however Motion Vehicles reserves the right to pass on any additional costs associated with delivery on certain vehicle offers. You will be advised of any additional charges prior to the order being processed by us. If they are unacceptable, you will be entitled to choose an alternative vehicle or cancel your order with a full refund,
 - ii. Number plates,
 - iii. Road Fund Licence for the term (if applicable), and
 - iv. Vehicle Registration Charge.
- Motion Vehicles 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 Motion Vehicles 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 up on vehicle colour. This is a result of different residual values set by the finance company or may depend upon stock availability.
- Prices on the web site are for information purposes only and do not constitute an offer by Motion Vehicle Consulting Ltd which is capable of acceptance by you.
- Prior to processing your order, a processing fee will be required. The processing fee is the broker fee charged by Motion Vehicle Consulting Ltd for our service and represents the costs incurred for arranging the sale, ordering the vehicle, arranging the finance and organising delivery of the vehicle. The amount required will be stated on your order form prior to acceptance by you.
- Prior to ordering your vehicle a deposit may be required. Subsequent cancellation may result in the loss of any monies paid subject to the discretion of Motion Vehicle Consulting Ltd.
- "Cashback" relates to a cash payment paid by Motion Vehicle Consulting Ltd to the Customer within 14 working days of the vehicle being delivered. This amount is intended to be used as a contribution towards the initial rental stated on the Customer Hire Agreement. A full explanation will be given at point of order by your Leasing Consultant.

- For contribution deals, a portion of the initial rental is paid by the supplying dealer 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 at point of order by your Leasing Consultant.

Orders

- An order of a vehicle from the Motion Vehicle Consulting Ltd.'s website is an expression of interest by you to obtain the vehicle ordered at a price similar to that advertised.
- An order does not create a contract between you and Motion Vehicle Consulting Ltd, 'Motion Vehicles' to purchase, hire or lease a vehicle. For there to be a contract between you and Motion Vehicles to purchase, hire or lease a vehicle, Motion Vehicles must locate a vehicle matching the specification you require, at a price agreed between you and Motion Vehicles. 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 Motion Vehicles 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, Motion Vehicles 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, Motion Vehicle Consulting 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 authorise a credit search in the name of the Company and each Director.
- For regulated credit broking agreements that have been concluded without any face-to-face dealings (i.e. over the phone, internet etc.) you have the right to cancel the contract without penalty and without giving any reason within 14 calendar days in accordance with the Distance Marketing Directive. The 14-calendar day cancellation period begins from the day you "accept" our quotation, Terms & Conditions and IDD document. This legal right applies equally to all personal customers, sole traders and partnerships with up to four partners.
- For regulated credit broking agreements cancelled after 14 calendar days, the following cancellation fees will apply: - If you cancel your order before you sign your Contract Hire or Personal Contract Hire agreement, a cancellation fee of £200.00 inc VAT will be required to be paid to Motion Vehicle Consulting Ltd to cover all costs and expenses incurred in arranging the credit hire agreement up to that point. If you cancel your credit hire agreement after you have signed your Contract Hire or Personal Contract Hire agreement, Motion Vehicle Consulting Ltd will retain the full processing fee which is specified on the order confirmation (otherwise known as the brokerage fee) to cover all costs and expenses incurred in arranging the credit hire agreement.
- For consumers entitled to a refund of the processing fee, either in part or in full, refunds will be issued within 14 working days from the day on which Motion Vehicle Consulting receives the notification of cancellation.
- Limited Companies, Limited Liability Partnerships (LLP) and Partnerships with more than four partners will not be entitled to a refund of the processing fee but depending upon circumstances, 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 Motion Vehicles in the first instance to discuss their case as this is judged on a case-by-case basis. For further information on our cancellation policy, please read [Your Cancellation Rights](#).

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 Motion Vehicles will arrange delivery of the vehicle to your chosen 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 endeavour 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. Motion Vehicle Consulting 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. Motion Vehicle Consulting 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.

Fast Lease and 7-14 Day Delivery

- Fast Lease refers to cars that are in stock at supplying dealers and are available for delivery after receipt of all completed contracts and after any necessary cooling off period has expired.
- Please note that the statutory cooling off period set by the finance company still applies to vehicles offered with the Fast Lease service. Stock vehicle flags are added and removed based on information provided by supplying dealers on a daily basis.
- Vehicles available with 7-14-day delivery refers to cars and commercial vehicles that are in stock at supplying dealers and are available for delivery within 7 to 14 working days after receipt of all completed contracts. 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.

- Delivery dates are subject to change by the manufacturer. Motion Vehicle Consulting 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.

Car Accessories

- All non-dealer fit accessories are potentially available; however, Motion Vehicle Consulting Ltd will be required to investigate the availability of the required options prior to providing an estimated delivery date.
- Motion Vehicle Consulting Ltd reserve the right to refuse installation of an accessory or to offer an alternative if in the sole opinion of Motion Vehicles, the product is not suitable for installation on the specified vehicle.
- Motion Vehicle Consulting Ltd reserves the right to remove accessories from the order and offer a full refund of any specified accessories which are removed, if it is discovered that the goods are unavailable and/or in the sole opinion of Motion Vehicle Consulting Ltd are unsuitable for fitting to the vehicle. **Please note that the removal/non-fitment of non-dealer fitted accessories does not entitle you to cancel any finance or lease agreement you have already entered into.**

Free Offers / Special Offers

- The 'Free Offer' or 'Special Offer' banners refer to a promotional gift that is offered at no extra cost to the customer when they fulfil an order with Motion Vehicle Consulting Ltd.
- The promotional gifts are offered on selected vehicles only are subject to purchase. The promotional gift will be dispatched after customer has taken delivery of the car.
- In the event of a promotional gift becoming unavailable, a substitute of similar style and equal or greater value will be supplied.
- The promoter accepts no responsibility for claims that are lost, damaged or delayed in the post.
- Motion Vehicle Consulting Ltd reserves the right to withdraw or amend any 'Free Offers' or 'Special Offers' at any time.

Statutory Rights

- Nothing in these conditions shall affect your statutory rights.
- Motion Vehicles is committed to customer service. If you are dissatisfied with our service, we will endeavour 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 complaints@motionvehicles.com. We are committed to acknowledging your feedback within 3 working days of receipt and undertaking all reasonable efforts to resolving it promptly under the circumstances. We will provide you with a timescale for resolving the dispute and keep you regularly updated with its progress. We would seek to resolve any complaint or concern you may have in the first instance if we are unable to then you may be able to refer your complaint to the Financial Ombudsman Service.
- Motion Vehicle Consulting Ltd is authorised and regulated by the Financial Conduct Authority.
- Motion Vehicle Consulting Ltd is licenced as a credit broker under the Consumer Credit Act 1974 by the Financial Conduct Authority. Our Firm Reference Number is 783469.

Motion Vehicle Consulting Ltd is authorised and regulated by the Financial Conduct Authority, our FCA Firm Reference Number is 783469. Data Protection No. ZA309709. Motion Vehicle Consulting Ltd is a credit broker not a lender. Company Registration No: 10495161. VAT No: 268 0566 80