ADEPT VEHICLE MANAGEMENT

THE PEOPLE THAT MAKE THE DIFFERENCE

Adept Vehicle Management Terms and Conditions

Important information

To be eligible for one of our offers you will need to be over the age of 18 and approved for credit with one of our agreed lenders.

You may be introduced to a panel of finance providers following receipt of Your Order (and the completion of a Credit Check) to enter into a finance agreement with a finance provider in order to purchase, hire or lease the Vehicle identified in Your Order. This is a separate agreement which You enter into with the Lender. We receive a commission payment from these finance providers and as such has a bearing on your monthly lease cost you pay.

.Finance Payments are the amounts payable to the Finance Provider which include the Initial Payment, the monthly payments and any final payment (where relevant)

Finance Provider is the company who will provide the finance for the Vehicle(s) set out in the Order Form and the Finance Agreement(s), to whom You will make Your Finance Payments for the duration of the Finance Agreement(s)

Initial Payment is the initial rental payable to Your Finance Provider, which will be collected between 5-7 days after the vehicle is delivered and is set out with the Order and/or Finance Agreement. Some Orders may be eligible for a contribution from the Vehicle Supplier towards the initial payment as detailed in the Finance Agreement and where this is the case the contribution will normally be paid by the Vehicle Supplier to You after delivery but prior to collection of the initial payment by Your Finance Provider

The Lender/Funder is the finance company You will enter into a Finance Agreement with

All offers are subject to availability and may be withdrawn at any time without prior notice.

Information and prices are correct at the time of publishing which can be subject to change due to funders terms, dealer discounts or manufacturers terms.

Failure to maintain payments may result in the termination of your contract agreement and the vehicle being returned to the funder.

All vehicle images and descriptions are for illustration and reference purposes only. Please visit the manufacturer's website for more accurate specification.

Terms and conditions apply.

Please be aware that you do not own the vehicle at the end of the contract under a Business or Personal Contract Hire agreement.

You are responsible for the condition of your vehicle, at the end of the lease, you may receive damage charges

YOUR OBLIGATIONS

You shall:

co-operate with Us in all matters relating to the Services; and

provide Us with such information that We may reasonably require to perform the Services.

You are required to keep the Vehicle insured at all times on a fully comprehensive basis from the date that We confirm that the Vehicle will be delivered to You.

You warrant that You will inform Us of any material changes to Your circumstances that may affect Your ability to fulfil the Finance Agreement with the Lender.

If You are a Consumer, You warrant that You will be the primary user of the Vehicle.

Subject to the length of the contract You enter into and the date of registration of the Vehicle, Your Vehicle may require one or more MOTs during the period of Your Finance Agreement.

SOFT CREDIT CHECK

Where You have concerns about Your credit risk, We can, at Your option, offer to perform a Soft Credit Check with Experian to assess how successful Your application for finance is likely to be. This does not have any effect on Your credit score, only You can see them in Your report. We will confirm the outcome of the Soft Credit Check before confirming Your Order.

OUR RIGHT TO VARY THESE TERMS

We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated.

Every time You place an Order, the Terms in force at the time of Your Order will apply to the contract between You and Us.

We may revise these Terms as they apply to Your Order from time to time to reflect the changes in relevant laws and regulatory requirements.

If We have to revise these Terms as they apply to Your Order, We will contact You to give You reasonable advance notice of the changes and let You know how to cancel the Contract if You are not happy with the changes. If You opt to cancel the Contract, You may be liable to pay for the Services in full or in part.

YOUR CONSUMER RIGHT OF CANCELLATION

We do not charge a fee for cancellation however any cancellation charges from the funder, manufacturer or supplier will be passed on. This does not affect your right to cancel your finance agreement within any cooling off period. Subject to the status of the order at the point of cancellation the Vehicle Supplier may charge fees for cancellation. We will confirm the amount of the fees which will be charged by the Vehicle Supplier when we receive your cancellation request.

YOUR LEGAL RIGHTS

This clause applies if You are a Consumer or Regulated Business

As a consumer, We are under a legal duty to supply the Services in conformity with these Terms. You have legal rights in relation to Services that are provided not as described or where Services are not carried out with reasonable care and skill. These legal rights are not affected by Your right of return and refund or anything else in these Terms. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office or please visit www.citizensadvice.org.uk

OUR RIGHTS TO CANCEL

This clause applies if You are a consumer

If We have to cancel before the Services start:

We may have to cancel the contract before performing the Services, due to an Event Outside Our Control or the unavailability of key personnel and/or any of the Vehicles without which We cannot provide the Services. We will promptly contact You if this happens.

If We have to cancel the contract and you have paid an Order confirmation fee, Arrangement Fee and Deposit for the Services which have not been provided to You, We will refund these amounts to You. We will also return the Initial Payment to You (where applicable).

Once We have begun to provide the Services to You, We may cancel the contract for the Services at any time and for any reason (due to no fault of Yours), by providing You with notice in writing. Depending on the circumstances, and if You have already paid the Deposit and/or Initial Payment, We may refund these amounts to You.

1 - We may cancel the contract to perform the Services at any time with immediate effect by giving You written notice if:

You fail to pay the Order Confirmation Fee, Arrangement Fee, Deposit and/or Initial Payment following Our requests to You as communicated from time to time; or

You break these Terms in any other material way, and You do not correct or fix the situation within 7 days of Us asking You to do so in writing.

We may cancel the contract to perform the Services in the event the Lender refuses You credit prior to delivery of Your Vehicle.

2 - We may cancel the contract to perform the Services in the event that we become aware of detrimental information about Your suitability to enter the Finance Agreement with the Lender.

Where We cancel in accordance with clauses 1 & 2 no refund or rebate will be due to You.

We may cancel the contract to perform the services in the event that we deem that You are not co-operating for Us to complete the services. For example, in the event that We have requested you to complete Finance Agreements, and You have not completed within an acceptable timescale.

DELIVERY

We will provide You with an estimated delivery date for the Vehicle(s) once this has been received from the Supplying Dealer or the estimated date provided by the Manufacturer.

Please note the following in relation to the delivery of Your Vehicle:

lead times are provided by the Vehicle Supplier and We are reliant on the information provided by them to provide the best estimated lead time to You

delivery dates are subject to change by the Manufacturer and on occasion delays do occur due to production issues.

delivery is arranged by a third party which is also outside of Our control.

We will endeavour to keep You informed as to any known changes to Your estimated delivery date as provided by the Supplying Dealer

if the delay is likely to be substantial, We will discuss Your options with You.

should a delay in delivery cause You any challenges, then please contact Your consultant who can discuss Your circumstances and offer potential solutions.

We recommend that if You have an existing vehicle, You speak with the end of contracts team to see what options are available to You in terms of extending Your existing lease. We would never recommend that You sell or return an existing vehicle until we have a confirmed delivery date of your new Vehicle; and

We do not have the facility to provide loan vehicles at no cost to You.

Because We are an introducing broker, we have no control or influence over delivery times. Time shall not be of the essence (meaning You cannot simply cancel Your Order where the estimated date is not met) and We cannot guarantee delivery of any Vehicle by a specified date. To the full extent permitted by law, will not accept any responsibility for any losses or inconvenience caused because of a delay in the delivery of Your Vehicle.

Occasionally Our ability to perform the Services may be affected by an Event Outside Our Control.

Vehicles are usually driven to Your home or place of work by a delivery agent. In some cases, the Vehicle may be transported on a ‘low loader’ truck, but this is not usually the case. If Your Vehicle is being delivered via a transporter at Your request, this will usually incur an additional charge. We ask that You provide Us will all information required to ensure delivery is made on the agreed date and that You are available to take delivery. We reserve the right to charge You additional sums if You do not give Us information, We've asked for about how to access Your property for delivery.

If You or Your nominated person are not available at the delivery destination on the day of delivery to sign for the Vehicle, the Vehicle will be returned to the depot & You will be liable to pay an abort delivery fee charge, charged by the Supplying Dealer.

If You cancel the delivery of Your Vehicle within 48 hours of the delivery date, a cancellation charge may be incurred and charged to You by the Supplying Dealer.

It is Your responsibility to fully check the Vehicle inside and out upon delivery to see that it is in good condition and that the specification is as required (as per Your Order Form). You should ensure any damage or missing options are noted on the delivery note/document supplied by the delivery agent before You sign it. You should also contact Us and We will agree with You the best course of action prior to You accepting delivery and signing the delivery documentation. Any damage and/or missing items will not be covered by the Supplying Dealer after the delivery date, if not noted on the delivery documentation and once you have signed to accept the Vehicle, We will not be able to guarantee We can assist in resolving subsequent issues.

If you would like any further information on deliveries, please speak to our team

After you have been approved on finance and a Hard credit check has taken place The Lender has the right to perform a credit check on a periodic basis (on average

every 90 days) to ensure Your credit profile remains suitable for You to enter into a Finance Agreement with them.

The Anticipated Delivery Date provided at the point of order was correct as per information from the Vehicle Supplier at the point the Order Form was created.

Where a delay to your order Anticipated Delivery Date is caused as a result of the performance of Our Services or those of the Vehicle Supplier is deemed to meet our refund Criteria in Our Cancellation Policy and you choose to cancel your Vehicle Order, you will be entitled to a refund of the fees for Our services.

PRICE OF VEHICLES, FEES AND POST-DELIVERY REBATES

We take all reasonable care to ensure that the prices of Vehicles are correct at the time when the relevant information was entered onto the system. However, it is always possible that, despite Our reasonable efforts, some of the Vehicles listed on Our Site may be incorrectly priced. If We discover an error in the price of any Vehicle, We will contact You to inform You of this error and We will give You the option of continuing with the Order at the correct price or You may cancel.

The price of the Vehicles includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of receiving the Order Confirmation and the date of delivery, We will adjust the VAT You pay.

Save as otherwise communicated to You the prices advertised for the Vehicles include:

The cost of delivery by the relevant dealer to most UK mainland destinations. Additional charges may apply to certain remote locations.

The cost of number plates.

f the cost of the road fund license or of any applicable additional or alternative duty license or levy imposed in relation to the Vehicle or its use increases You will be charged the amount of the increase by Your finance provider for the applicable year. Further charges may apply in subsequent years, for more information please refer to the terms and conditions of Your Finance Agreement; and

The cost of any Vehicle registration charge.

We use all reasonable endeavours to ensure that the price of the Vehicles will be as quoted on Our Site at the time You submit Your Order. However, prices for the Vehicles may change from time to time and quotes on Our Site may be subject to change. Any changes that affect the price of an Order that You have already placed will be communicated to You. In these circumstances, You will be able to cancel Your Order if such changes are not acceptable to You. Please see Our Cancellation Policy for more information about cancellation and charges.

Rates fluctuate due to Manufacturer's pricing, adjustments in finance companies' residual values and costs and dealer or Manufacturer discount levels. If You see a different price on Our Site after placing Your Order, this does not mean that the price for Your Order is incorrect, should be changed or You have a right to cancel, but that the price for the same or similar vehicle as contained in Your Order has been amended on Our Site after You have placed Your Order.

Whilst every effort is made to state or provide a quotation with accurate manufacturers standard equipment, optional equipment and technical specification details, no responsibility can be accepted for any variance due to inaccuracies due to manufacturer's specification changes. Any known changes that affect the specification of an Order that You have already placed will be communicated to You. In these circumstances, You will be able to cancel Your Order if such changes are not acceptable to You. Please see Our cancellation policy for more information about cancellation and charges.

Some Vehicle manufacturers may include a free trial to enhanced services which is active upon delivery of the Vehicle. Please note that expiry date of such trial- it is up to You to re-subscribe for these services if You wish to do so.

As an FCA licensed organisation We rely primarily on commission receivable from third parties and fees, such as Our Arrangement Fees and Cancellation Fees, which are payable by customers. Depending on the type of arrangement You enter into with Us, there may be more than one fee applicable. Where applicable these will be clearly stated on Your Order Form.

YOUR LEGAL RIGHTS

This clause 16 applies if You are a Consumer or Regulated Business

As a consumer, We are under a legal duty to supply the Services in conformity with these Terms. You have legal rights in relation to Services that are provided not as described or where Services are not carried out with reasonable care and skill. These legal rights are not affected by Your right of return and refund or anything else in these Terms. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office or please visit www.citizensadvice.org.uk

MANUFACTURER'S WARRANTY

For details of the applicable terms and conditions, please refer to the Manufacturer's warranty provided with the Vehicles.

Some vehicles supplied by Us to You may be Pre-Registered or Used, which may affect Your obligations around vehicle servicing, MOT and manufacturer's warranty.

The Manufacturer Warranty commences from the date of registration of the Vehicle with the DVLA. The Warranty Period will be based on a combination of a maximum period of time and a maximum vehicle mileage e.g., 3 years or 60,000 miles

(whichever comes sooner). The length of Warranty provided varies by Manufacturer and model. The warranty provided by the manufacturer may expire prior to the maturity date of the Finance Agreement subject to the date of registration and mileage of the Vehicle.

Service and Maintenance Schedule Requirements will vary by Manufacturer and Vehicle model and can be either time based e.g., annually or mileage dependent e.g., every 15,000 miles.

If You are a consumer, a Manufacturer's warranty is in addition to, and does not affect, Your legal rights in relation to any Vehicles that are faulty or not as reasonably described. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office or please visit www.citizensadvice.org.uk

Please contact Us if there is a fault or issue with the Vehicle or if it is not as described or faulty in any way.

OUR LIABILITY IF YOU ARE A BUSINESS

Nothing in these Terms limits or excludes Our liability in performing the Services for:

death or personal injury caused by Our negligence; or

fraud or fraudulent misrepresentation.

We will under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Services for:

any loss of profits, sales, business, or revenue.

loss or corruption of data, information or software.

loss of business opportunity;

loss of anticipated savings;

loss of goodwill or any indirect or consequential loss.

OUR LIABILITY IF YOU ARE A CONSUMER

This applies if You are a Consumer

If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence in performing the Services, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was reasonably contemplated by You and Us at the time of entering into this contract for the Services.

We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not in any way exclude or limit Our liability in performing the Services for:

death or personal injury caused by Our negligence; or

fraud or fraudulent misrepresentation.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of the Services, or any of Our obligations under these Terms caused by an Event Outside Our Control. An Event Outside Our Control is defined below.

Event Outside Our Control means any act or event beyond Our reasonable control including but not limited to act of God, flood, drought, natural disaster, epidemic or pandemic, war, fire and interruption or failure of utility service.

If an Event Outside Our Control takes place that affects the performance of Our obligations to perform the Services:

We will contact You as soon as reasonably possible to notify You; and

Our obligations to perform the Services will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

You may cancel the contract affected by an Event Outside Our Control which has continued for more than 7 days. To cancel please contact Us.

INFORMATION ABOUT US AND HOW TO CONTACT US

We are a company registered in England and Wales with company number 04571612, whose registered office is at Kingsley House, Rowhurst Industrial Estate, Apedale Road, Newcastle Under Lyme, Staffordshire, ST5 6BH

Adept Vehicle Management Limited is a broker member of the British Vehicle Rental and Leasing Association.

Adept Vehicle Management is authorised and regulated by the Financial Conduct Authority- Firm reference number 677446.

If You have any questions or have any complaints with the Services, please contact Us. You can contact Us by telephoning Our customer service team on 01782 562246.

If You wish to contact Us in writing, or if any of these Terms requires You to give Us notice in writing, You can send this to Us by e-mail at: sales@adeptvehicle.com or

by pre-paid post to Kingsley House, Rowhurst Industrial Estate, Apedale Road, Newcastle Under Lyme, Staffordshire, ST5 6BH. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, or by pre-paid post to the address You provided Us with.

When in these Terms We refer to “in writing” or “written”, this will include any e-mail sent to the above e-mail address.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

OTHER IMPORTANT TERMS

ASSIGNMENT AND OTHER DEALINGS

We may at any time assign, transfer or otherwise deal with Our rights and obligations under a contract to another organisation, but this will not affect Your rights or Our obligations under these Terms.

As a customer, You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.

THIRD PARTY RIGHTS

This contract is between You and Us. No other person shall have any rights to enforce any of these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

SEVERANCE

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

WAIVER

If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

JURISDICTION AND GOVERNING LAW

These Terms and the contract with Us and any dispute arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party both agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising in connection with these Terms.

However, if You are a consumer and also resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.