

Full Trading Name – Express Car Leasing
Company Registration Number – 3247154 VAT
Number – 695548379
BVRLA Registration Number - 1463
Financial Services Register Number - 680691
Registered Address – 15 Aston Court, George Road, Bromsgrove Technology Park, B60 3AL

1. These terms and conditions (“Conditions”) apply between you and Express Car Leasing, 15 Aston Court, George Road, Bromsgrove Technology Park, B60 3AL. Company Registration Number 3247145 (“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 dealers/manufacturers.

2. Express Car Leasing is a trading style of National Fleet Services Limited.

3. The specification of any motor vehicle displayed on our website, or any other marketing material issued by us is supplied by the vehicle manufacturer/dealer or leasing company and formatted for our use. Whilst every effort is made to verify and ensure the accuracy of the data, the information should only be used as a guide and no purchasing decision should be made by you without verification of the latest data from either the manufacturer or a franchised dealer of their vehicles. All images on our website or other marketing material issued by us are for illustration purposes only.

4. Your order of a motor vehicle from our website or other direct communications with you is an offer by Express Car Leasing. All orders are subject to formal written acceptance by us, the stock availability of the motor vehicle 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.

5. Quotations are valid for 14 days from the date of issue unless otherwise specified.

6. Figures shown are subject to manufacturers, dealers, or leasing company price changes, fluctuations in interest rates or changes in Government legislation. These are outside of our control.

7. Prices may vary if you live in Northern Ireland, please contact us on 0121 427 9477 or email sales@expresscarleasing.co.uk to find out more information. Dependent on the offer, it may not apply to delivery to Northern Ireland, this is due to the vehicle being registered and further delivery costs not being factored into the over all costings. This normally applies to finance company special offers.

If you are in Scotland, there may be additional charges for delivery.

8. Manufacturer lead-times may fluctuate, and delays are beyond our control. We will keep you updated on a regular basis on the status of your order. Express Car Leasing can only advise you the lead time of your vehicle, that the manufacturer advises us at the point of order.

Express Car Leasing is a trading style of National Fleet Services Limited. National Fleet Services Limited are a credit broker and not a lender, we are authorised and regulated by the Financial Conduct Authority. We will refer you to a finance provider whereby we may receive a commission and/or other benefits. 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. E&OE. BVRLA Registration Number: 1463 | Financial Services Register Number: 680691 | Company Registration Number: 3247145 | ICO Registration Number: Z5088418 | VAT Registration Number: 695548379 | Registered Office: 15 Aston Court, George Road, Bromsgrove Technology Park, B60 3AL.

9. The quotations provided are exclusive of VAT for business contracts, and inclusive of VAT for personal contracts. These prices include delivery cost, unless otherwise stated, by the supplying dealer to your chosen UK mainland destination. Prices also include number plate charges, road fund licence if applicable, and first registration charge. Please note that some vehicles may be pre-registered, which may require you to perform an MOT, and may mean that the period of warranty coverage may have commenced prior to delivery of the vehicle.

10. We reserve the right to change the price either before or after we accept any order from you, where circumstances outside of our control require it (for example changes in prices notified to us by dealers/manufacturers and finance companies). We will promptly notify you in writing of such a change and you will have the right to cancel your order (upon receipt by us of your written confirmation within any reasonable deadline stated by us) if the change is not acceptable.

11. Express Car Leasing will charge a processing fee of £195 + VAT. The fee must be paid within 7 days from receipt of your invoice. You can make payment by bank transfer or cheque; we do not accept credit card payments. If this fee is not paid, Express Car Leasing reserves the right to engage a third-party debt collection agency to recover this fee. This may result in additional charges being incurred.

12. Should you wish to cancel your order due to extended lead times you are still liable to pay the processing fee. The processing fee is non-refundable. The fee covers the cost of securing your vehicle, advertisement costs and the cost of sales and administration. No order which has been accepted by us may be cancelled by you except with our written agreement.

Should you wish to cancel your order due to personal circumstances, Express Car Leasing will charge a cancellation fee of £415.83 + VAT. The fee must be paid within 7 days from receipt of your invoice. You can make payment by bank transfer or cheque; we do not accept credit card payments. If this fee is not paid, Express Car Leasing reserves the right to engage a third-party debt collection agency to recover this fee if any cancellation fee or associated costs of the order cancellation are not paid. This may result in additional charges being incurred.

Please be aware that the supplier may also charge a separate fee in respect of cancellation. The supplier will notify us of the amount and presence of any cancellation fee. In the event any third party supplied accessories or conversions have been ordered; the associated costs will be passed on to you.

13. We will not send your processing fee invoice until you have credit in place and your vehicle order has been confirmed by the dealer. The invoice will need to be paid via bank transfer by return.

14. Express Car Leasing can introduce you to several finance providers. We may receive a commission and/or other benefits if you enter into an agreement with them. The Financial Conduct Authority (FCA) expects any intermediary to disclose to the customer that a commission may be payable by the owner or creditor to the intermediary, and if the customer asks, the amount of that commission. The Financial Conduct Authority has made it clear that commission means any financial consideration. In line with new legislation, if you would like Express Car Leasing to disclose any

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potential commission please make your request to our head office address, or via email to sales@expresscarleasing.co.uk or by phone on 0121 427 9477.

15. If you for any reason fail to be accepted by the finance company, we will discuss with you prior to applying with a different company. The additional application will result in an additional footprint on your credit file.

16. We may need to re-propose you for credit and affordability checks if the vehicle is a factory order has a long lead time and/or has been delayed. This is dependent on the finance provider; for some finance providers an attestation letter is required.

17. You must not take out vehicle finance on behalf of someone who is unable to obtain credit in their name. A joint application may be available, dependent on the finance lender the rates may be different.

18. If you are an Individual, Sole Trader or Partnership with less than 4 Partners you may need to complete a cooling off period prior to taking delivery of your vehicle. You may be requested to send in two proofs of identification (gas/electric/council tax/water bill etc) dated within the last 90 days and the photo card of your Driving Licence for a particular partner/s as specified.

19. If the motor vehicle you have ordered is not available, we will contact you by email or telephone to suggest possible alternatives. If the motor vehicle is available and we accept your order, then we will contact you to confirm the acceptance of your order.

20. Credit / Lease Agreements: If you have entered into a credit/lease agreement with a finance provider Express Car Leasing 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 Car Leasing under this contract.

21. 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 may apply to own the vehicle at the end of the agreement.

22. Vehicles & finance are only supplied to addresses within the U.K. mainland. Northern Ireland may vary. Unless you have requested and have paid for transportation of your vehicle, your vehicle will be driven to you on delivery. Your vehicle mileage allowance will commence from the delivery mileage recorded on delivery.

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 wrong specifications E.g., dealer fitted options missing. If you do not record any of the above, and do not follow the guidance given, Express Car Leasing, the finance provider nor the dealer cannot be held responsible for any damage, missing options, wrong

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specifications, incorrect mileage or any guidance from Express Car Leasing or the dealer, not being utilised.

23. Where the vehicle is fitted with a “connected” service, including app connectivity, please be aware some of the leasing companies we use do not permit the activation of these connected or integrated services including app connectivity. We will endeavour to inform you of the current terms and conditions from the finance company, however they may amend their policies on this at any point. We cannot be held accountable if this happens after you have placed an order for a vehicle. Please inform us if you specifically require this service so we can offer the best options available.

24. If you are purchasing, leasing, or renting a minibus from Express Car Leasing it is your responsibility to ensure that you have conducted the necessary risk assessments and they are conducted at regular intervals. 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.

25. 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.

26. The Government may decide to change the Vehicle Exercise Duty on your vehicle, this will result in a change to your monthly rentals and initial rental. Express Car Leasing cannot be held liable for Government changes. The changes normally take place on the 1st of April; however, if this takes place, we may not be advised of any vehicles being affected until the mid to end of March. We will need to alter your quotation and will contact you, to ensure you wish to proceed before performing any further credit searches.

27. If you have not opted to have the servicing/maintenance provided by the leasing company then you are responsible for servicing the vehicle in accordance with the manufacturer’s schedule. The vehicle must be returned to the leasing company in a roadworthy state. Tyres must be at or 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. The vehicle must have a valid MOT certificate if required. If you do not return the vehicle in a roadworthy state in accordance with the BVRLA guide, you may be charged for remedial/cleaning/upkeep work by the leasing company.

28. 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.

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

30. 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.

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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. The term of hire or annual mileage limit on some products may be able to be amended with the finance company up until the last 6 months or the first 12 months of the agreement. 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.

33. Upon receipt by us of completed finance documentation (including signed finance agreement accepted by the finance company) 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.

34. Please note local registration of motor vehicles is not possible.

35. 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 the 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.

36. 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 renewals@expresscarleasing.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 will 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.

37. These terms and conditions form part of your contract with Express Car Leasing. They are in addition to, and not superseded by, any agreement you enter with the leasing company concerned. You will be required to sign an agreement with the leasing company before you take delivery of your vehicle.

38. 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.

39. 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.

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40. 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.

41. 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.

42. Where the sale is under a consumer transaction the statutory rights of the customer are not affected by these conditions.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

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48. 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.

49. Novation's and transfers of vehicles are subject to the approval of the finance company and are not available in all circumstances. Please contact Express Car Leasing if you wish to transfer or novate the vehicle to another individual or company. Prior to doing things like shutting bank accounts, or altering the status of a company or partnership, please confirm that the new direct debit has been accepted by the finance company.

50. 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.

51. We are committed to the highest standards of customer service. Should you have any complaint about our service, please let us know as soon as possible, either by phone 0121 427 9477 or by email to sales@expresscarleasing.co.uk, and 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 updated with its progress. For further information please refer to our full complaint's procedure.

52. E&OE.