

Lease Not Buy Limited

Terms & Conditions of Business

Vehicle Information on Website

1. The vehicle specifications displayed on the Company website are supplied by the vehicle manufacturers to CAP 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 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. For the avoidance of any doubt Lease Not Buy 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.
2. All images on the website are for illustration purposes only.
3. We reserve the right to make any changes to the Website Information without notice and without incurring any liability to you.
4. 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.
5. 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.

Prices

1. Prices quoted for all leasing exclude VAT unless otherwise stated.
2. Should the VAT rate change between the placing of the order and the end of your contract, monthly rentals and Road Fund License will be adjusted accordingly.
3. Should the Road Fund License rate change during your contract your finance company may charge you accordingly.
4. Unless stated to the contrary advertised prices include;
 - i. Delivery by the dealer to your chosen **UK mainland** destination, however Lease Not Buy Limited reserves the right to pass on any additional costs associated with delivery on certain vehicle offers. You will be advised of any additional chargers 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.
5. Lease Not Buy 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 Lease Not Buy Limited shall notify you of the change and you have the right to withdraw your order if the change is not acceptable.
6. 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.
7. Prices on the web site are for information purposes only and do not constitute an offer by Lease Not Buy Ltd which is capable of acceptance by you.

8. Prior to processing your order a processing fee will be required. The amount required will be stated on your order form prior to acceptance by you.
9. Prior to ordering your vehicle a deposit may be required. Subsequent cancellation will result in the loss of any monies paid subject to the discretion of Lease Not Buy Limited.
10. Credit card payments may incur an additional 2.0% surcharge.

Orders

1. An order of a vehicle from the Lease Not Buy Ltd.'s website is an expression of interest by you to obtain the vehicle ordered at a price similar to that advertised.
2. An order does not create a contract between you and Lease Not Buy Ltd, 'Lease Not Buy' to purchase, hire or lease a vehicle. For there to be a contract between you and Lease Not Buy to purchase, hire or lease a vehicle, Lease Not Buy must locate a vehicle matching the specification you require, at a price agreed between you and Lease Not Buy. 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 Lease Not Buy until the finance agreement is signed by you and the finance company and it becomes executed /operational.
3. 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.
4. Following an accepted order, a credit check will be carried out on you the individual or company and company directors or partners 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.
5. If the vehicle you have ordered is not available, Lease Not Buy will contact you by email or telephone to provide possible alternatives. If the alternative is not acceptable by you, Lease Not Buy will cancel your order and refund any monies paid. If the vehicle is available Lease Not Buy will confirm an estimated delivery time. Please note that any dates provided are intended as a guide only and should this date change, we will notify you once we have the information available.

Delivery/Registration

1. Upon receipt of a correctly completed and signed finance agreement; payment of any deposit, and if applicable payment of any balance of monies Lease Not Buy will arrange delivery of the vehicle to your chosen destination.
2. 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. 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, please ask your Account Manager for further details.
3. Information on "lead times" are estimates only and do not constitute an obligation to supply the vehicle in the time specified. Delivery dates are

subject to change by the manufacturer, and Lease Not Buy 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 by the manufacturer.

4. 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.
5. Local registration of vehicles is not possible.
6. 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

1. The excess mileage charge as set out on your order is valid for up to 100% of the annual mileage allowance. Any additional mileage in excess of 100% of the allowance may be subject to a higher rate. This will be recorded on your finance agreement/lease contract if applicable.

Car Accessories

1. All non-dealer fit accessories are potentially available; however Lease Not Buy Ltd will be required to investigate the availability of the required options prior to providing an estimated delivery date.
2. Lease Not Buy Limited reserve the right to refuse installation of an accessory or to offer an alternative if in the sole opinion of Lease Not Buy Limited the product is not suitable for installation on the specified vehicle.
3. Lease Not Buy Limited 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 Lease Not Buy Ltd are unsuitable for fitting to the vehicle. **Please note that the removal / non fitment of non-dealer fitted accessories do not entitle you to cancel any finance or lease agreement you have already entered into.**

Statutory Rights

1. Nothing in these conditions shall affect your statutory rights.
2. Lease Not Buy is committed to customer service. Should you have any complaint about our service, we will endeavour to resolve them in a fair and effective manner.
3. For a copy of our customer complaints procedure or if you have a complaint about our service you should email contact@leasenotbuy.com. We are committed to acknowledging your complaint 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 Conduct Authority
4. Lease Not Buy Limited is Authorised and Regulated by the Financial Conduct Authority.

Data Protection

Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. Should you wish to exercise this right a small administration fee may be incurred. If you have any queries please write to us at Lease Not Buy Limited, Units 1-2, Greystone's Court, Towthorpe Moor Lane, York, YO32 9ST. We may share information about you and the conduct of your account with affiliated companies: to provide you with the service applied for; to assist in servicing your other relationships with affiliated companies; to assist in making credit decisions; for the purpose of fraud prevention (if you have provided false or inaccurate information and fraud is suspected, this will be recorded), audit or debt collection; so that services may be processed on your behalf; other third parties: to help resolve complaints; for the purpose of fraud prevention, audit or debt collection; or so that services may be processed on your behalf. We may contact you by post, telephone or email with information about our services and those of affiliated companies and about services of carefully selected third parties that we feel from the information we hold about you may be of interest to you. If you would prefer not to receive such information please write to us at Lease Not Buy Limited, Units 1-2, Greystone's Court, Towthorpe Moor Lane, York, YO32 9ST.

Fraud Prevention And Detection

To prevent and detect fraud we may at any time: Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998. Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries. We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries. We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please write to us at: Lease Not Buy Limited, Units 1-2, Greystone's Court, Towthorpe Moor Lane, York, YO32 9ST. The agencies may charge a fee.

