
VIZION VEHICLE REPLACEMENT - TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of vehicles by Vizion Network Limited, a Private Limited Company [registered in England under number 06751660, whose registered address is Wellington House, The Embankment, Wellingborough, NN8 1LD

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Excess”	means the Insurance excess that is due as part of your insurance policy;
“RFL”	means the Vehicle Road Fund License that is due on your new vehicle;
“Approved Dealer”	means the supplying dealer whom the Vehicle is supplied from
“OEM”	means the Original Equipment Manufacturer of the vehicle supplied
“Contract”	means the contract for the purchase and sale of Vehicles, as explained in Clause 3;
“Vehicle”	means the vehicle which is to be supplied by Us to you (on behalf of your insurer) as specified in your Order (and confirmed in Our Order Acceptance);
“Month”	means a calendar month;
“Price”	means the price payable for the vehicle by your insurer;
“Upgrade Costs”	means a price payable for any vehicle upgrade costs by you over and above the agreed vehicle cost form your insurer;
“Order”	means your signed order for the Vehicle;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;

"We/Us/Our"	means Vizion Network Limited, a Private Limited Company [registered in England under number 06751660, whose registered address is Wellington House, The Embankment, Wellingborough, NN8 1LD
"NBI"	means Nil Balance Invoice which is supplied to your finance company for the transfer of your current finance agreement
"Factory Order"	means an order placed with the OEM for a purpose-built Vehicle that is not available from stock;
"DVLA"	means the Driver and Vehicle Licensing Agency whom new vehicles are registered wi

- 1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, SMS, fax or other means.

2. Information About Us

- 2.1 Vizion Network Limited, a Private Limited Company registered in England under number 06751660, whose registered address is Wellington House, The Embankment, Wellingborough, NN8 1LD
- 2.2 Our VAT number is 260573901

3. The Contract

- 3.1 These Terms and Conditions govern the sale of Vehicles by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your signed order constitutes a contractual offer that We may, at Our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your signed Order.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The full vehicle specification included optional extras;

- 3.4.2 Our identity (set out above in Clause 2) and contact details (set out below in Clause 13);
- 3.4.3 The total Price for any additional payments by you such as RFL, Excess, VAT and upgrade payments and information on how to pay these charges.
- 3.4.4 Where applicable, all additional delivery charges
- 3.4.5 Where applicable, the arrangements for delivery of the vehicle
- 3.4.6 Our complaints handling policy;
- 3.4.7 We shall ensure that you are aware of Our legal duty to supply Vehicles that are in conformity with the Contract;
- 3.4.8 Where applicable, details of after-sales services and commercial guarantees;

4. Description and Specification of Vehicles

- 4.1 We have made every reasonable effort to ensure that the vehicle conforms to illustrations, photographs and descriptions provided on the marketing literature available by the OEM. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process AND/OR differences in the colour reproduction of electronic displays.
- 4.2 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature from manufacturers, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have paid too much for the RFL, we will refund the difference in costs.
- 4.3 When placing an order, please ensure that all information that you provide to us is correct, accurate and complete. We cannot accept any responsibilities due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

5. Orders

- 5.1 All Orders made by you will be subject to these Terms and Conditions.
- 5.2 Should you wish to cancel or change your order, you may do so in writing, except in the following circumstances
 - 5.2.1 The vehicle has been registered with the DVLA
 - 5.2.2 The vehicle has commenced production in terms of a factory order
 - 5.2.3 The NBI has been sent to the finance company, any cancellations at this point maybe subject to a cancellation cost
- 5.3 We may cancel your Order at any time before We dispatch the Vehicle in the following circumstances:
 - 5.3.1 The vehicle has ceased production (if, for example, the vehicle is discontinued); or

5.3.2 An event outside of Our control

5.4 If We cancel your vehicle under sub-Clause 5.3 and you have already paid for the RFL, Excess, VAT or Upgrade Costs under Clause 6, the payment will be refunded to you within 7 days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

6. **Price and Payment**

6.1 RFL & Excess payments are not subject to VAT. Upgrade costs are inclusive of VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.

6.2 All payments for must be made in advance before delivery of the vehicle is made

6.3 We accept the following methods of payment:

6.3.1 Bank Transfer;

6.3.2 Credit Card;

6.3.3 Debit Card

7. **Delivery**

7.1 Please note that delivery is currently only possible within the United Kingdom

7.2 All deliveries are driven delivered. Trailer delivery is available at an agreed charge.

7.3 When We provide you with an Order Confirmation, we will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of vehicle, your location, and circumstances beyond Our control.

7.4 Delivery will be deemed to have taken place when the vehicle has been delivered to the delivery address indicated in your Order and you (or someone over 18 years of age nominated by you) have taken physical possession of the vehicle

7.5 The responsibility (sometimes referred to as the "risk") for the Vehicle remains with Us until delivery is complete at which point it will pass to you.

7.6 In some cases, your vehicle will not be released until your finance company has received signed copies of the new finance agreement and had given authority for the vehicle to be delivered.

8. **Faulty, Damaged or Incorrect Vehicles**

8.1 By law, the OEM must provide vehicles that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any digital content is included in the Vehicle, that digital content must also conform. If any Vehicle supplied does not comply and, for example, has faults or is damaged when you receive it, or if you receive incorrect Vehicle, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a repair or replacement. Please note that if the Vehicle is incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.3, you will not be able to return the Vehicle, nor will you be entitled to any form of compensation.

- 8.2 Beginning on the day that you receive the Vehicle you have a period of 30 Calendar Days in which to notify Us of any fault, damage or error. Upon receipt of such notification, we will liaise with the OEM to arrange for your vehicle to be inspected and if appropriate to be repaired or replaced. We/the OEM will bear any associated costs and will carry out the repair or replacement within a reasonable time and at the minimum possible inconvenience to you. The 30 day notification period above will be suspended while the OEM carries out the repair or replacement and will resume on the day that you receive the repaired or replacement Vehicle. If less than 7 Calendar Days remain out of the original notification period, it will be extended to 7 Calendar Days from the date you receive the repaired or replacement Vehicle. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, the OEM may at their discretion instead offer you compensation or in some cases, a refund. The value of any compensation or refund may be adjusted to reflect your usage of the Vehicle.
- 8.3 Please note that you will not be eligible to claim under this Clause 8 if you have purchased the vehicle for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Vehicle for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Vehicles to Us under this Clause 8 merely because you have changed your mind.
- 8.4 Refunds whether full or partial under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.5 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9. **Warranty**

Vehicles have a comprehensive warranty that covers virtually all parts, systems and components for a pre-set amount of time or mileage. Please check at the time of ordering for us to confirm the exact warranty that comes with your vehicle. For further details and terms please refer to the OEM warranty documentation supplied with the vehicle

- 9.1 The OEM's guarantee exists in addition to your legal rights as a consumer. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.

10. **Our Liability**

- 10.1 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office

11. **Events Outside of Our Control (Force Majeure)**

- 11.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to power failure, internet service provider failure,

strikes, lockouts or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

11.2 If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of our obligations under these Terms and Conditions:

11.2.1 We will inform you as soon as is reasonably possible;

11.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

11.2.3 We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Vehicles as necessary;

12. **Communication and Contact Details**

12.1 If you wish to contact Us, you may do so by telephone at 01933 698911 or by email at vehicle.replacement@vizionnetwork.co.uk

12.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

12.2.1 Contact Us by email vehicle.replacement@vizionnetwork.co.uk; or

12.2.2 Contact Us by post at Vizion Network Limited,

13. **Complaints and Feedback**

13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavors to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from <https://www.vizionnetwork.co.uk/contact>

13.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

13.3.1 In writing, addressed to Operations Manager, Vizion Network Limited, Wellington House, The Embankment, Wellingborough, NN8 1LD

13.3.2 By email, addressed to vehicle.replacement@vizionnetwork.co.uk

13.3.3 Using Our complaints form, following the instructions included with the form

13.3.4 By contacting Us by telephone on 01933 698911

14. **How We Use Your Personal Information (Data Protection)**

14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection

Regulation ("GDPR") and your rights under the GDPR.

- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable). Please refer to Our Privacy Notice available from <https://www.vizionnetwork.co.uk/privacy-policy.aspx>
- 14.3 We may share your data with third parties who provide services on our behalf such as dealerships and delivery companies. All our third-party service providers are required to take appropriate security measures to protect your data in line with our policies. We do not allow them to use your data for their own purposes. We permit them to process your data only for specified purposes and in accordance with our instructions. We may also share your personal data with third parties if we are under a duty to disclose or share your personal data to comply with any legal obligation. Where your data is shared with third parties, we will seek to share the minimum amount necessary.

14 Other Important Terms

- 14.4 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 14.5 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 14.6 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.7 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.8 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction

- 15.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 15.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.