



Terms and Conditions

The following apply to all Customers:

INITIAL DISCLOSURE

Blossom Vehicle Leasing Limited is an independent credit broker and is authorised by the Financial Conduct Authority. We are acting as a credit broker for the purposes of arranging your selected finance contract. We have a commercial relationship with a carefully selected panel of lenders and we may receive a commission from the selected lender. We do not charge you a fee for our credit broking services. As per the new FCA regulations that came into effect on 28th January 2021, if any customer wishes us to disclose the commission amount, we are happy to do so. You can find our full Commission Disclosure policy here:

<https://www.blossomvehicleleasing.co.uk/commissionDisclosure>

We occasionally record telephone calls for training purposes and to improve the service we offer, our automated phone answering message will advise when calls are being recorded.

1. DEFINITIONS:

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1. **The Company:** Blossom Vehicle Leasing Limited, Freedom House, Rutherford Way, Cheltenham, GL51 9TU.

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2. **The Customer:** The limited company, partnership or individual appearing in the "Supply to" box on the **Vehicle** order form.

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3. **The Vehicle:** The **Vehicle** described on the **Vehicle** order form.

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4. **Vehicle Order:** This document being the contract between the parties.

2. THE PARTIES:

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2.1. Save as varied or amended in writing and signed by both parties to this **Vehicle Order** these terms and conditions compromise the entirety of the terms and conditions of the contract between the parties.

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2.2. The **Company** does not act in any other capacity other than as agent for the Customer to seek, negotiate and arrange for the supply and/or finance of a **Vehicle** on the **Customer's** behalf.

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2.3. Save as expressly provided in these conditions and/or in respect of death or personal injury caused by the **Company's** negligence, the **Company** shall not be liable to the **Customer** and all warranties conditions or other terms implied by statute or common law as to the quality of goods or their fitness for purpose are hereby excluded to the fullest extent permitted by law. Where the goods are sold under a Consumer Sale the statutory rights of the **Customer** are not effected by these conditions.

3. THE VEHICLE

3.1. The **Customer's** acceptance of delivery of the **Vehicle** shall be conclusive proof that the **Customer** has inspected and approved the **Vehicle** and found it to be

complete and in good order and condition and in every way satisfactory to the **Customer**.

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3.2. The **Company's** employees or agents are not allowed to make any representations concerning the **Vehicle** unless confirmed expressly by the **Company** in writing. In entering into the **Vehicle Order** the **Customer** acknowledges that they do not rely on and waives any claim, for breach of any such express or implied representations or warranties which are not so confirmed. All warranties conditions or other terms implied by statute or common law as to the quality of goods or their fitness for purpose are hereby excluded to the full extent permitted by law.

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3.3. Whilst the **Company** will use its best endeavours to deliver the **Vehicle** by the agreed date, time is not of the essence. Any estimated date quoted for delivery of the **Vehicle** is approximate only and the **Company** shall not be liable for any loss directly or indirectly suffered by the **Customer** arising from any delay in delivery of the **Vehicle** howsoever caused.

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3.4. The prices shown on the **Company** website are strictly for information purposes only and do not and can not constitute any offer by the **Company** which is capable of acceptance by the **Customer**.

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3.5. The **Company** reserves the right to change the price, either before or after a **Vehicle** offer is made. The **Company** will inform the **Customer** of any changes and the **Customer** has the right to cancel their order if the changes are not acceptable.

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3.6. Prices on the **Company** website include delivery to the **Customer's** chosen UK destination, road fund licence for the term, **Vehicle** registration charge and number plate. Please note that the monthly rental/lease price includes the cost of driving the **Vehicle** to the **Customer's** specified address, provided the **Customer's** address is situated on the UK mainland. Certain delivery locations may incur an additional delivery charge.

4. GENERALLY

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4.1. This contract stands alone and is not and should not be taken as being collateral with any other contract made either between the **Company** and the **Customer** and any other party.

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4.2. The Contract (Rights of Third Parties) Act 1999 is hereby excluded.

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4.3. In the event of any dispute the contract shall be the subject of English law.

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4.4. Any cancellation instruction issued by the **Customer** must be received by the **Company** in writing.

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4.5. Writing includes telex, e-mail, cable, online authorisation, facsimile transmission and comparable means of written communication.

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4.6. The definitions section forms part of this agreement.

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4.7. In the event of a dispute in relation to the identity or description of the **Customer** the individual signing on behalf of the **Customer** agrees to be personally liable in respect of the **Customer's** obligations.

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4.8. No **Customer** order becomes binding upon the **Company** until countersigned by an authorised signatory of the **Company**.

5. PERSONAL LEASING CUSTOMERS ONLY

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5.1. The prices quoted on the **Company** website include VAT. If the rate of VAT changes between taking the offer and supply of the **Vehicle**, the **Company** will adjust payments accordingly.

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5.2. Upon gaining an approval for your finance application The **Company** will charge a non-refundable vehicle sourcing fee of £208.33 + VAT - this can be paid by debit/credit card or by bank transfer.

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5.3. For cancelled orders **Customers** are not entitled to a refund of the vehicle sourcing fee. A **Customer** can cancel for any reasonable reason and as per our Order Confirmation a cancellation charge of £250 + VAT will be payable for both Personal and Business Customers alike.

6. BUSINESS LEASING CUSTOMERS ONLY

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6.1. The prices quoted on the **Company** website exclude VAT. If the rate of VAT changes between taking the offer and supply of the **Vehicle**, the **Company** will adjust payments accordingly.

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6.2. Upon agreement from the **Company** and the **Customer** that the **Vehicle Order** is accepted by the **Customer**, the **Company** requires a deposit of £500 from the **Customer** which can be paid by debit/credit card, bank transfer, or cheque.

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6.3. As per our Order Confirmation a cancellation charge of £250 + VAT will be payable for all orders cancelled.

Terms and Conditions

The prices quoted on the Company website include VAT if personal leasing and exclude VAT if business leasing. If the rate of VAT changes between taking the offer and supply of the Vehicle, the Company will adjust payments accordingly. Prices on the Company website include delivery to the Customer's chosen UK destination, Road Fund Licence for the term, Vehicle Registration Charge and number plate. A non-refundable vehicle sourcing fee will be applicable, written details available on request, all prices quoted are subject to status, manufacturers price increases and interest rate fluctuations.

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.

The Company reserves the right to change the price, either before or after a Vehicle offer is made. The Company will inform the Customer of any changes and the Customer has the right to cancel their order if the changes are not acceptable.

Any cancellation instruction issued by the Customer must be received by the Company in writing.

The prices shown on the Company website are strictly for information purposes only and do not and can not constitute any offer by the Company which is capable of acceptance by the Customer.

The Customer's offer of a Vehicle from the Company website is an offer made by the Customer. All offers are subject to acceptance by the Company, price changes, availability and the payment of a deposit in accordance with the Customer's accepted offer. If the Vehicle the Customer has ordered is not available, the Company will contact the Customer to offer an alternative. If the Vehicle the Customer has ordered is available and the Company accepts the Customer's offer, the Company will contact the Customer to request payment of a deposit for the Customer's Vehicle order.

The Vehicle specifications found on the Company website have been supplied by the Vehicle Manufacturers to CAP and have then been formatted by the Company for their use. While the Company has made every effort to ensure the data is accurate, the information on the Company website should only be used as a guide and under no circumstances should a purchasing decision be made without verification of the data from the Manufacturer. All images on the Company website are for illustration purposes only.

Once the Company has received receipt of the correct financial documentation and any balance of monies, the Company will arrange delivery of the chosen Vehicle to the Customer. Local registration of Vehicles is not possible and all delivery dates stated are subject to change by the Manufacturer.

Calls are recorded occasionally and our automated phone answering message will advise when calls are being recorded.

Blossom Vehicle Leasing is a licensed independent credit broker and as a result of your application you may be credit searched by more than one potential lender. We can introduce you to one of our carefully selected panel of lenders and will not refer you outside of this panel. We will only charge you a non-refundable vehicle sourcing fee for our services, however, we may receive payments from the lender if you decide to enter into an agreement with them.

Nothing in the conditions stated above will affect your statutory rights.

Complaints procedure

The Company is committed to Customer Service and will try to resolve all Customer complaints in a fair, professional and timely manner. Please submit details of any complaints in writing to the Company's address:

Blossom Vehicle Leasing Limited,
Freedom House, Rutherford Way,
Cheltenham,
Gloucestershire,
GL51 9TU