

Full Trading Name – driverhelpline Ltd T/A fleethelpline  
Company Registration Number – 03674429  
VAT Number – 678 2219 10  
BVRLA Registration Number -

Financial Services Register Number - 702489

Registered Address - Registered Office: Haydock House, Pleckgate Road, Blackburn, Lancashire, BB1 8QW.

#### Terms and Conditions

1. These terms and conditions (“Conditions”) apply, between you and driverhelpline Ltd, Registered Office: Haydock House, Pleckgate Road, Blackburn, Lancashire, BB1 8QW. Company Registration Number 03674429 (“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. Quotations are valid for 14 days from the date of issue unless otherwise specified.
3. Prices may vary if you live in Northern Ireland, please contact us on 01254 244 147 or email [hello@driverhelpline.co.uk](mailto:hello@driverhelpline.co.uk) to find out more information.
4. 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.
5. 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. Some manufacturers will require an upfront deposit to order the vehicle.
6. Mileage is shown as annual mileage, i.e. from the 12 month period from the date the leasing period started. If you exceed the total annual mileage at the end of the lease period, the leasing company will charge a fee for each extra mile over this total.
7. 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 don’t 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.
8. 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.
9. 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.

Driverhelpline Ltd is authorised and regulated by the Financial Conduct Authority. Driverhelpline Ltd are a Credit Broker not a lender. We can introduce you to a selected panel of Lenders.

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10. Driverhelpline T/A fleethelpline can introduce you to a number of finance providers. We may receive a commission 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 driverhelpline Ltd T/A fleethelpline to disclose any potential commission please make your request to our head office address, or via email to [hello@driverhelpline.co.uk](mailto:hello@driverhelpline.co.uk) or by phone on 01254 244 147.
11. If you for any reason fail to be cleared for finance with the leasing provider we will discuss with you prior to applying for funding with a different company. The additional application will mean an additional footprint on your credit file.
12. We may need to re-propose you for credit and affordability checks if the vehicle is a factory order and/or has been delayed.
13. Where the vehicle is fitted with a DPF (Diesel Particulate Filter) or DEF (Diesel Exhaust Fluid) system or 'AdBlue', driverhelpline Ltd T/A fleethelpline cannot be held liable for incorrect usage. You are responsible for adhering to the manufacturer's guidelines.
14. Where the vehicle is fitted with a "connected" service including app connectivity, please be aware some of the funders we use do not permit the use of these connected or integrated services including app connectivity. We will endeavour to inform you of the current terms and conditions from the funder, 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 are able to offer the best options available.
15. Driverhelpline Ltd T/A fleethelpline will not charge a documentation fee, however the lender may charge their own fees. These include but are not limited to: documentation fees, option to purchase fees, excess mileage charges or administration fees.
16. Should you wish to cancel your order due to extended lead times, we do not charge a cancellation fee however please be aware that the supplier may charge a fee in respect of cancellation. The supplier will notify you of the amount and presence of any cancellation fee.
17. The term of hire or annual mileage limit on some products may be able to be changed with the leasing company up until the last 6 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.
18. 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.
19. 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.

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20. You must not take out vehicle finance on behalf of someone who is unable to obtain credit in their name.
21. 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.
22. 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 [hello@driverhelpline.co.uk](mailto:hello@driverhelpline.co.uk)
23. Excess mileage charges will apply if you exceed your total contract mileage.
24. These terms and conditions form part of your contract with driverhelpline Ltd T/A fleethelpline. They are in addition to, and not superseded by, any agreement you enter into with the leasing company concerned. You will be required to sign an agreement with the leasing company before you take delivery of your vehicle.
25. 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.
26. 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 into any contract with us, you acknowledge that you do not rely on any such representations which are not so confirmed.
27. 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.
28. Your order of a motor vehicle from our website or other direct communications with you is an offer by driverhelpline Ltd T/A. 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.
29. 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.
30. No order which has been accepted by us maybe cancelled by you except with our written agreement. Please be aware that the supplier may charge a separate fee in respect of cancellation. The supplier will notify you of the amount and presence of any cancellation fee.
31. Credit / Lease Agreements: If you have entered into a credit/lease agreement with a finance provider driverhelpline Ltd T/A fleethelpline 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

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the terms of this contract) the outstanding balance of the vehicle payable by you to driverhelpline Ltd T/A fleethelpline under this contract.

32. The prices notified to you by us include VAT if personal leasing, do not include VAT if business leasing, include the delivery cost (unless specified) by the dealer to your chosen UK mainland destination, and includes number plate, Road Fund Licence (if applicable) and Vehicle Registration Charge. Please note that vehicles may be pre-registered, which may mean that you are required to have a MOT performed on your vehicle, and may also mean that the period of warranty over the vehicle has already commenced.
33. We reserve the right to change the price either before or after we accept any order from you, where circumstances outside of 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.
34. Prices set out on our website or in any other direct communications with you and in general marketing material issued by us are for information purposes only and do not constitute an offer by us capable of being accepted by you.
35. 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.
36. 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.
37. Please note local registration of motor vehicles is not possible.
38. 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. Vehicles are driven to the destination not transported via a trailer.
39. 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.
40. Where the sale is under a consumer transaction the statutory rights of the customer are not affected by these conditions.

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41. 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.
42. 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.
43. 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 01254 244 147 or by email to [hello@driverhelpline.co.uk](mailto:hello@driverhelpline.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 on our website <https://www.fleethelpline.com/Welcome/>
44. 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.
45. 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.
46. 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.
47. 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.
48. 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 in order to own the vehicle at the end of the agreement.
49. Vehicles & finance are only supplied to addresses on the U.K. mainland.

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50. Disposal of your current vehicle prior to delivery of the vehicle supplied by driverhelpline Ltd T/A fleethelpline will be done so at your own risk. driverhelpline Ltd T/A fleethelpline cannot be held responsible for any period where you may not have access to transport and cannot be held responsible for any costs incurred.
51. Novation's and transfers of vehicles are subject to the approval of the funder, and are not available in all circumstances. Please contact driverhelpline Ltd T/A fleethelpline in the event that 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 your funder.
52. In the event that 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.
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