



## **DFC (NI) Limited**

### **Terms and Conditions**

This website is owned and operated by DFC (NI) Limited whose registered office is 1 Lanyon Quay, Belfast and it provides this site to you subject to the following terms and conditions.

Please read these terms and conditions carefully - the terms and conditions should be read in conjunction with the order you accept from us. When using our website you are deemed to have accepted these terms and conditions and have entered into a legally binding contract. Please leave this site if you do not wish to accept these terms and conditions.

We reserve the right to make changes to our terms and conditions from time to time, the changes will be posted on this website and will take effect from date posted. Your continued use of this website will constitute your acceptance of any changes to these terms and conditions. Please remember that throughout these terms and conditions when we mention "we", "us" or "our", we mean DFC (NI) Limited. When we refer to "you" we mean the user of our website.

DFC (NI) Limited is a licensed credit broker and is authorised and regulated by the Financial Conduct Authority. Approved Firm

Ref No .

DFC (NI) Ltd is a member of the British Vehicle Rental and Leasing Association.

### **Website Contents**

We have made the information on our website as accurate as possible and included as much information as possible including pricing, images and vehicle data, we give no warranty and give no guarantee regarding the accuracy or completeness of the content. Consequently, we accept no liability for any losses or damages (whether direct, indirect, special, consequential or otherwise) arising out of errors or omissions contained on our website.

All images are for illustration purposes only. They may not represent the exact specification of the vehicle.

We reserve the right to make changes to the contents of our website at any time without notice and incurring liability.

## **Pricing**

DFC (NI) Ltd obtain pricing from a number of leading funding suppliers. Prices advertised may be unique to an individual funding supplier and therefore may only be available through that funding supplier. Should you not meet the financial or operational criteria of that particular funding supplier, then DFC (NI) Ltd may have to offer you an alternative funding supplier, whose price may vary from the one advertised.

Prices quoted for business leasing exclude VAT.

Prices quoted for personal leasing include VAT.

Unless otherwise stated, the prices include UK mainland driven delivery. We reserve the right to pass on costs imposed on us by the franchised dealer to certain locations within the UK. However, we will advise you if there is an additional delivery charge prior to you completing the finance documentation. Delivery on a trailer may be available at extra cost.

DFC (NI) Ltd reserve the right to withdraw a quotation before or after a vehicle is ordered by you. This could occur if, changes in money costs, manufacturer's prices or residual values but is not limited to these examples.

Prices on the DFC (NI) Ltd website are for information purposes only and do not constitute an offer by DFC (NI) Ltd which is capable of acceptance by you. Although we update and review all pricing information on our Website to ensure it is accurate, occasionally an error may occur and goods may be mis-priced or misrepresented.

## **Quotations**

DFC (NI) Ltd will provide a quotation for you based on your requirements and will not be held liable for any extras, options or otherwise you fail to adequately describe to us.

## **Orders**

Once you have signed and returned the quotation you are accepting these terms and conditions and agreeing to order your vehicle in accordance with these terms and conditions.

An order does not create a contract between you and DFC (NI) Ltd. For there to be a contract, DFC (NI) Ltd must locate you a vehicle with your desired specification at a price acceptable to both you and DFC (NI) Ltd. You must enter into a financial agreement with a finance company, there is no contract to hire a vehicle until the finance agreement is signed by you and the financial agreement has become operational.

Following an acceptance by you of a quotation by us, you will be required to complete a financial application form.

DFC (NI) Ltd accepts no responsibility for any errors or omissions regarding vehicle model or specification, including any optional extras, if you have accepted the order and these terms and conditions. It is your responsibility to check the vehicle you are ordering is to your requirements.

An arrangement fee will be required to process your order once the finance has been approved and prior to the vehicle order being placed with the franchised dealer. This arrangement fee will be stated on your quotation from us.

## **Financial applications**

By providing your business and/or personal information to us, you authorise us to disclose this information and any other information we hold about you to one or more lenders for the purpose of considering your finance application. You are also accepting the terms and conditions of the funder.

We rely on you to provide accurate information and relevant documentation.

If you are applying on behalf of a Limited Company, you are confirming you have the authority for a credit search to be carried out in the name of the Company and its Directors.

The finance company will use the information provided to carry out searches with Credit Reference Agencies. A record of this search will be kept and may be used by other lenders in assessing future applications from you or your business. The finance company will make checks with various fraud prevention agencies to detect and prevent fraud.

You will provide any information required by the lender as a condition of their consideration of your finance application. Refusal to do so will result in your finance application being declined.

### **Deposit**

DFC (NI) Ltd may at its absolute discretion require a deposit from you prior to ordering, the vehicle ordered by you, from the supplying dealer. The amount of deposit required will vary depending on the specification and delivery lead time of the vehicle.

### **Delivery and Documentation**

All documentation required by the finance company must be completed by you and returned to us prior to the delivery of your vehicle. If documentation is incorrectly completed and/or all supporting documents required by the finance company have not been viewed by ourselves delivery will also not be arranged.

Any outstanding monies owed to DFC (NI) Ltd must be paid and cleared by you before delivery will be arranged.

Delivery timescales are an indication only. Whilst we endeavour to meet any timescale quoted, we will not be liable for any compensation arising out of a delay to your vehicles due to factors out of our control.

The statutory cooling off period observed by finance companies applies to all vehicles and as such, vehicles will not be delivered until the cooling off period has expired.

We may require proof of insurance subject to finance company rules. You must be a named driver or main policy holder on the insurance certificate.

### **Cancellation**

If you wish to cancel your vehicle order prior to delivery you must do so in writing. Such cancellation may result in loss of any monies paid to DFC (NI) Ltd subject to our discretion unless you exercise your rights afforded to you under the Consumer

Credit Act 1974, the Consumer Protection (Distance Sales) Regulations 2002 or the Financial Services (Distance Selling) Regulations 2004.

Any additional costs incurred by us due to a cancellation by you will be passed on to you. We will provide evidence of such costs upon request.

**General**

DFC (NI) Ltd 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.

DFC (NI) Ltd is committed to customer service, and continue to develop our people to ensure we treat our customers fairly. Please visit the Treating Customers Fairly section of our website.

If you are dissatisfied with our service, we will try to resolve any issues in a fair and effective manner. Please visit the Complaints Procedure section of our website for further information.

Nothing in these conditions shall affect your statutory rights.