

## Our Terms & Conditions

### Version Control

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Customers that electrically sign one of our formal quotations can only do so if they also confirm their acceptance to our terms and conditions as set out in this document. Once the order has been placed all customers enter into an agency contract with Marshall Management Services Ltd for the supply of services. Our services as detailed within our initial disclosure document is to provide credit broking specifically for vehicle leasing agreements.

Please read the following terms and conditions carefully. In addition to this document our initial disclosure document, information notice and privacy policy form the contract that governs our relationship. You will have received copies of each document as you have progressed through the process and all of them can be found on our website within the footer section.

As a family business we are keen that our terms and conditions are written in plain English and are as easy as possible to digest and understand. Further to this we reserve the right to make changes to these terms and conditions at any time and without prior notice.

### Using Our Website & Its Content

#### 1.1 Our Brands

Our website and associated online ordering systems are owned and operated by Marshall Management Services Ltd. Our trading styles includes Gateway2Lease, Vans2Lease, Pickups2Lease and MMS Fleet Management.

In this document we will refer to Gateway2Lease as 'us', 'we', or 'our'. If we make reference to 'you', we mean the user of our services or website. For further details about our company please refer to our website at [www.gateway2lease.com](http://www.gateway2lease.com). We may also refer to the lender as the finance company or funder.

#### 1.2 Website Content

Please take note that the phrase "website content" refers to the text, graphics, images and scripts that form part of our website at [www.gateway2lease.com](http://www.gateway2lease.com). We will make every attempt possible to keep website content and information up to date via our data and image providers.

The content found within the pages of our website is taken from professional sources but is intended to be for indicative purposes only. If you are in any doubt over the suitability of the vehicle type, vehicle colour or specification then our guidance would be to visit the manufacturer's official website. We will provide a full formal quotation once we have validated your enquiry and requirements. We will not be held liable for the use of any information, images or supporting tools on the website. Our sales process requires our staff to ask relevant questions about your requirements and to provide key information up to the point of the formal quotation. We will not provide advice or recommendation therefore it is your responsibility to ensure that any products and services meet your requirements. Written consent should be obtained from us before you are permitted to copy, alter or reproduce any of the content held on our website.

### 1.3 Vehicle Information – Imagery & Data

The images used on our website are for illustration purposes only, our image supplier will select an image to be representative for the model range but will not provide an image for every vehicle derivative.

By vehicle data we mean vehicle descriptions, technical data and specifications. To obtain this data we subscribe to a leading vehicle data provider and this data is updated on our website in an overnight process. Whilst every effort is made to verify and ensure the accuracy of the vehicle data on our website, the information should be used for indicative purposes and in conjunction with the manufacturer website or brochure. It is best practice that you refer to the manufacturer website to get the latest specification, technical data and additional options for a particular vehicle.

We reserve the right to make changes to imagery and vehicle information without notice.

### 1.4 Technical Data

Technical vehicle data includes information such as co2 emissions and p11d values. Many of these values can be subject to change and are finalised at the point of registration with the DVLA. We will not be held liable for any changes in technical data due to amendments in the measurement methodologies or due to data errors.

### 1.5 Website Vehicle Pricing

We provide website pricing for personal and business contracts wherever possible. Personal rentals include VAT (where applicable) and business rentals are shown excluding VAT.

A significant proportion of our website pricing is automatically loaded via feeds from our lenders. From time to time errors are identified in those feeds and we will endeavour to react quickly to remove pricing when these errors are identified. All of our pricing on the website is subject to availability of the vehicle itself and many of the special offers are sold by providers across the UK so stock positions can change very quickly.

If at any time the VAT rate or any other government tax (e.g. Vehicle Excise Duty / Road Tax) changes between the point of quotation and the registration of the vehicle, all rentals will be adjusted accordingly by the finance provider. We cannot be held accountable for any change in government tax legislation.

Unless otherwise stated, all prices include the following;

- Vehicle delivery by driver to your UK mainland address. In the event that the supplying dealership will not deliver without an additional charge we will endeavour to make you aware before the vehicle is formally ordered with the dealership.
- Vehicle excise duty (VED / road tax) is included for the duration of the contract (if applicable). Please note that if the government changes the VED rates between the point of quotation and registration of the vehicle we will need to provide a revised rental as confirmed by the lender. The lenders terms will always state that any taxation change that impacts the rental will be passed onto the lessee.

Lease contracts can be personalised with respect to mileage allowance, term and also the initial rental payment profile therefore it is best practice to contact us and request any quotation that isn't directly available on the website.

We reserve the right to amend or change website pricing without notice, the requirement can be driven by availability, government tax changes, finance company price reviews or changes in discount terms from either the supplying dealership or manufacturer. This can include price changes before or after an order has been placed. It is very rare that a rental will need to be reviewed after the point of order but there are circumstances where this might be required. If a leasing rental changes after the order contract has been signed, we reserve the right to notify you of this change and you will have the option to withdraw your order without charge if the change is not acceptable.

## **Anti-Fraud & Anti-Money Laundering Checks**

### 2.1 Know Your Customer (KYC) Checks

We are required to undertake 'know your customer' and 'know your business' checks on all applications. These checks are required under anti-fraud and anti-money laundering regulations and will also be required by the lender as part of the application. It is our responsibility to know exactly who is applying for a lease contract and to ensure that identity and address verification is completed. The lender will use sophisticated electronic tools to check databases and to ensure they are also comfortable that the applicant is who they say they are.

### 2.2 Fronting / Accommodation Checks

When individuals and sole traders go through our process, we will ask and store responses to key questions to confirm that the person completing the process is the main applicant, the main driver and the lead person on the insurance for the lease vehicle. Fronting or accommodation refers to a person trying to take out credit for another person who might not be able to obtain credit in their own name. This is strictly against the finance companies' terms and conditions as it can cause legal issues for the lender. There are however some scenarios where the lender may consider fronting as long as the customer is up front with the request and seeks authorisation from us. These scenarios can include married couples or civil partners living at the same address. Also, in some cases the finance company will also consider a parent taking on a lease for a son or daughter up to a certain age and if they live at the same address. Each lender has slightly different terms around fronting / accommodation, the key is to be up front about the issue.

### 2.3 Assisting a family member or a friend

As stated, it is critical that we deal with the applicant or an authorised signatory of the business as we go through the sales and service process. When you enter into our agency contract you are confirming that you are either the main applicant and the main driver of the vehicle or for businesses that you are an authorised signatory of the company. Checks will be carried as stated in section 2.1 however it is your responsibility to make sure you comply with these conditions.

If you are acting on behalf of a family member or a friend, then this can only be at the point of enquiry to obtain a quotation. When the family member or friend wishes to proceed further, we will need to deal directly with that individual. The same goes for a company car driver that is not an authorised signatory of the company. In this case the driver can obtain a quotation however we will need to deal with the authorised signatory if the company wishes to proceed with the lease.

If you would like someone to act on your behalf, we will need to understand the background to protect the applicant as required by law and seek direct authorisation off the applicant in writing.

## Our Quotation

### 3.1 Electronic Quotation

A formal quotation will be provided before you can order with us and will be sent to the person who made the enquiry via a secure web link. This quotation will only be accessible with access to the internet and this is a requirement of our service. The quotation can be accepted online via an electronic signature which creates an agency contract between us and the applicant, further details on the agency contract can be found in the next section. When accepting the quotation this creates the order subject to credit acceptance and availability of the vehicle. Whilst we always try to hold stock vehicles for customers that are going through the process, in many cases this cannot be done until there is a signed order form and a credit line in place with the lender. Whilst it is unlikely that all the stock will be sold in a very short space of time, this still can happen on special offers as they are often sold nationwide by many different companies. If the credit application is declined by the lender or the vehicle is no longer available when we go to secure it, the agency contract can be exited without charge. We will ask the applicant to read a number of key documents and agree to these terms & conditions before accepting the quotation and entering into the agency contract. As we offer a strictly non advised service our staff cannot offer any advice or recommendation, therefore it is very important that you ensure the quotation is suitable to your requirements before you look to proceed.

### 3.2 Quote Validity

Our quotations are based on the lenders system but there are a number of parameters that can affect the validity period of the quotation. The lender sets a residual value for each quotable vehicle and this is usually held for 28 days on a saved quotation. However, we also procure a discount from the supplier and / manufacturer and these can also have validity periods that effect our quote expiry date. In some cases, discounts run on quarterly cycles so the validity of a quote might be short towards the end of a quarter. Quite often the new quarter discounts are unknown until week one of the new quarter. In other cases, discounts can be removed without notice if the maximum number of sales has been reached by the supplier. In these cases we would make you aware that the quote is expired.

### 3.3 Quotation Errors & Amendments

We have a great team of leasing consultants however human errors do occur on rare occasions. Both ourselves and our lenders are continually improving processes to reduce the likelihood of human errors however legislation changes do constantly bring new complexities. If we make an error, we will do everything possible to put it right however we do reserve the right to expire any quotations and to effectively cancel the agency contract at any point before delivery of the vehicle. We want to make it clear that this would be last resort for us.

### 3.4 Annual Mileage Allowance & Excess Mileage

It is important that you spend time to predict the most suitable annual mileage allowance for your circumstances. Most lenders will allow us to quote on a wide range of annual mileages, so the lease is very flexible in this respect. We will always quote an indicative excess mileage charge stated as a pence per mile and this is taken from the finance company system. In some cases, there are tiered bandings depending on the lender and there may also be other criteria around the mileage allowance in the lender's terms & conditions. We will always provide you with the standard excess mileage rate on our quotation and this will give you a very good idea of what the costs might be if

you go over mileage. However, it is a requirement of our terms and conditions that all customers review the lenders finance documents to check the excess mileage rate, tiers and terms before entering into the agreement with the lender. We will not be held liable for any excess mileage charges at the end of the contract.

If your circumstances do change within the lease period and you are either going under or over your mileage allowance you can get in contact with us to see if the lender will provide a quote to reschedule your mileage allowance. In some cases, this might work out better rather than paying an excess mileage charge at the end of the contract.

### 3.5 Quoted Delivery Estimate

We will always give an estimated date for delivery on the formal quotation. As we are not the supplier or the manufacturer, we are relying on the estimate provided by the supply chain. In our industry the supply chain is complex, we can access stock from many different channels and locations, and this can differ from retail channels. In addition to this any factory orders are based on the manufacturer's current factory lead times at the point of the quotation. We obtain this information either via the supplier or direct from the manufacturer. It is not uncommon for factory order lead times to change from the original estimate, we regularly see estimates improve and get delayed. Please note that our staff cannot give you a guaranteed date of delivery until the vehicle is on site at the supplier's location and only at that point can we book a confirmed delivery date. We cannot accept any liability for delays in lead time as this is completely outside of our control. There are many options for customers who have a delay to their new vehicle, these include the option to extend your current vehicle (if it is leased) or you can look at a short-term rental option. See the section below named 'Delivery ETA Updates' for further information.

## The Order – Our Agency Contract

### 4.1 The Agency Contract

By making an order with us, you enter into an agency contract for the supply of services. Our order can be signed electronically via our secure e-sign system. In terms of the service that we offer, we are a credit brokerage and we arrange the finance, source / locate the vehicle and commit to a supply order that matches your requirements at the agreed rental. When e-signing our order, you are agreeing to waive any cooling off in relation to this agency agreement to allow us to act immediately to apply for the credit line and source the vehicle. This is a requirement of our service and it is legally allowable on agency contracts. Importantly, please note that this does not affect your CCA cooling off rights in relation to the finance agreement as this is a separate contract between you and the finance company. Therefore, it is important to note that the agency contract between yourself and us is not a finance agreement. The finance documents will be issued via the lender after the vehicle has been fully ordered by us. Following your order, we will introduce you to a lender that we have selected as best suiting your requirements.

### 4.2 Fees

Details of our fees can be found on our information notice. This document can be found at the footer of our website and you will receive a copy when you accept it at the point of order.

### 4.3 Cancellation of the Agency Contract

As per our information notice, we will charge a fee if the contract is cancelled after the point that we have got a credit line in place for you with the lender and when the vehicle has been officially ordered with the supplier. Please see our information notice for more details on our cancellation fee,

this document can be found at the footer of our website and you will receive a copy when you accept it at the point of order.

## Delivery ETA Updates

### 5.1 Lead Time Updates

As part of our process we will check the availability of your ordered vehicle with the supplying dealership or manufacturer and provide an updated estimate for delivery. It is important to state that this date is still an estimate and as a credit broker we cannot guarantee this date as it is based on information from a third-party supplier. As an established credit broker, we work with a selected group of supplying dealerships who offer high standards of customer service and this is how we aim to provide the best indication for delivery. Many special offers tend to be for stock vehicles or vehicles at a holding compound in the UK, these estimates will be more accurate than a factory order. With factory builds, delays can happen within the process especially when the vehicle needs to be built and shipped from abroad. Once you have placed an order with us you can expect a periodic email that will provide an update on the delivery estimate. For factory orders the update will be less regular as there is usually no update on the quoted estimate until further down the line. In cases where the vehicle has been built or where the vehicle is already in stock, we will provide more regular updates as we get closer to the vehicle landing on site at the supplier's location.

## Vehicle Registration DVLA & Insurance

### 6.1 Registration Process

New vehicles are usually registered with the DVLA approx. one working day before the scheduled delivery date. This task is carried out by the supplying dealerships under the guidelines provided by the manufacturer and the DVLA. Please note that a registration number can be provisionally allocated to a vehicle once it is in the UK and before the vehicle has officially registered with the DVLA.

The DVLA registration is the critical point when the manufacturer's warranty clock begins, the MOT clock begins and also the point at which taxation rules are based upon.

It is not uncommon for manufacturers, suppliers, lenders and brokers to undertake pre-registration exercises. Pre-registration means that the vehicle is registered at some point prior to delivery and often without the vehicle being sold. This is usually driven by the manufacturer to achieve a sales objective and often results in a higher discount special offer. We will always aim to state if a vehicle has been pre-registered on the quotation and include the date of registration. It is important to remember that the clocks for manufacturer's warranty and the MOT start from the registration date stated in the V5c document. In many cases pre-registration exercise will save the customer money through higher discounts, avoiding list price increases and / or by ensuring the vehicle applies for lower tax rates where legislation is due to change e.g. vehicle excise duty / road tax.

### 6.2 Insurance

Lease vehicles are nearly always registered to the lender as they are the legal owner. From an insurance perspective, nearly all main insurers are very comfortable with the concept of a lease vehicle. Simply tell the insurers that the vehicle is leased, have the lenders name to hand and if they ask who the registered owner and keeper of the V5c is state the lenders name. Remember that when obtaining insurance quotes on a brand-new vehicle, you might find that the insurer hasn't got a fully up to date list of all the new vehicle derivatives as they change regularly. It is worth having

the make, model and full derivative to hand. At this point you might not have a vehicle registration number, however the insurer is still able to provide a quote.

You must insure the vehicle on a fully comprehensive basis and the main applicant of the lease must be the main driver on the policy. For a business lease the vehicle must be comprehensive and if multiple drivers use the vehicle it must be on a suitable fleet insurance policy. It is important that you also refer to the lender's terms and conditions regarding insurance for more details. A copy of the insurance must be available before the date of delivery.

## Vehicle Delivery

### 7.1 Arranging Delivery

We will arrange and offer you a delivery slot once the vehicle is on site at the supplier location. Delivery can only be arranged once all associated fees are paid, finance documents have been signed, the lender has given authorisation and all other paperwork is in place including insurance. Delivery is carried out by agents in connection with the supplier and in most cases the vehicle will be driven to your address. In some cases, the supplier may choose to deliver on a transporter, but this isn't something that can be requested by the customers without further charges being incurred.

### 7.2 Your Consumer Rights – The Cooling Off Period (For Regulated Customers Only)

With respect to the finance agreement with the lender, regulated customers will have a 14-day cooling period. Many finance companies will not allow the vehicle to be delivered within this cooling off period as the customer is legally able to back out of the finance contract within that time frame. Non-regulated customers do not have a cooling off period and therefore delivery can happen earlier. Our team will guide you through this part of the process.

### 7.3 Delivery Address – Anti Fraud

To minimise the opportunity for fraud, either by email interception or by other means we strictly must arrange delivery to the customers main address as per the application and voter's roll. For companies we must deliver to an official head office location.

### 7.4 Delivery Experience

When ordering with a leasing broker like ourselves you are effectively ordering via the online / fleet channel of the supplier and it is not going via the retail / showroom channel. This does mean that vehicles may be delivered from port or PDI locations and the customer will not get a retail collection experience. In all cases the supplier must carry out a full pre delivery inspection as per the manufacturer's guidelines. The delivery driver will aim to deliver a clean vehicle and will usually aim to use a car wash if one is available in the local vicinity of the delivery address.

If there is any damage on the vehicle upon delivery or you feel that the vehicle is not as stated on the finance documents, then it is critical that you clearly raise the concerns with the delivery driver and note the issues on any paperwork or electronic tablet. If you are not happy to accept the vehicle then it's important that you do not accept it, otherwise we may not be able to help you resolve the issues quickly or in some cases at all.

### 7.5 Aborted Delivery

If a delivery is aborted at late notice the supplier may levy an appropriate charge and this will be passed onto you in the case that you needed to rearrange delivery of the vehicle.

## Mid Contract & Maintaining the Lease Vehicle

### 8.1 Servicing & Maintenance

We will always aim to offer you both a driver maintained and a fully maintained quotation, and it is completely up to the customer on how they proceed. It is important to note that every lease vehicle needs to be maintained in line with the manufacturer guidelines and this includes all routine services. As the credit broker we are not specialists in manufacturer's servicing, maintenance and repair (SMR) and as stated previously we will not offer you any advice or recommendation in this regard. Information regarding SMR can be found in the physical or electronic vehicle handbook. Most new vehicles will remind you when the next service is required but it is your responsibility as the driver to ensure this is carried out in line with manufacturer guidelines and in line with the lender's terms and conditions.

The monthly rental for a fully maintained contract is set by the finance company or maintenance provider and this is based on analytical data for that specific vehicle, mileage and term. The finance company are within their rights to charge for missing a scheduled service as this can reduce the value of resale at the end of the contract. Please see the following section regarding the end of contract and the BVRLA's fair, wear and tear guide.

## End of Contract

### 9.1 Preparing for the end of your lease

You are responsible for ensuring that the vehicle has been looked after during the lease and any damage will be assessed by the lender using the BVRLA's (the trade body) fair wear and tear guide. This guide is a widely recognised set of guidelines to ensure that customers and lenders are clear on what constitutes fair wear and tear. It aims to ensure customers are treated fairly and that lenders only charge for damage that is clearly outside of the guidelines. Many customers chose to get damage that they feel will be outside of the fair guidelines fixed before the vehicle is collected and this can work out as a cost-effective option. It is important that any work carried out is done to manufacturer standards and by reputable companies otherwise a damage charge may still be levied by the lender to put the work right. We are not able to influence any damage assessments, but we can assist you with understanding the BVRLA guidelines.

### 9.2 Service Records

All service records must be up to date either in the physical service book or online if that is how the records are held for your vehicle.

### 9.3 MOT

For longer lease contracts the new vehicle may require an MOT, it is your responsibility to make sure that the MOT is completed if it becomes a requirement before the vehicle is collected.

### 9.4 Spare Keys / Standard Accessories

Please ensure that any spare keys or accessories that came with the vehicle are in there when it is collected.



## **Making a Complaint**

- 10.1 We believe strongly in treating customers fairly and we are focused on providing excellent customer service, therefore if you are at any point dissatisfied with our service then we would like to hear from you so that we can understand, resolve and learn from any issues that arise within the process. View our complaints procedure by visiting our website and scrolling to the footer section.