

Terms and Conditions

Alpha Motors (Wigan) Limited T/A Alpha Lease

Full Trading Name – Alpha Motors (Wigan) Limited T/A Alpha Lease

Company Registration Number - 04126776

VAT Number – GB344070580 Financial Conduct Authority Licence Number – 653004

Registered Address – Park Lane Garage, Warrington Road, Goose Green, Wigan, WN3 6XB

BVRLA Number: 7006

- 1. These terms and conditions ("Conditions") apply between you and Alpha Motors (Wigan) Limited T/A Alpha Lease, Park Lane Garage, Warrington Road, Goose Green, Wigan, WN3 6XB. Company Registration Number 04126776 ("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 or indirect communications with you, and as supplied by recommending motor vehicle dealers/manufacturers
- 2. Quotations are valid for 14 days from the date of issue unless otherwise specified on the quotation
- 3. Figures shown are subject to manufacturer's and or dealer price changes, fluctuations in interest rates or changes in government legislation outside of our control.
- 4. Manufacturer lead-times do fluctuate and delays are beyond our control. We will keep you updated on a regular basis on the status of your order estimated delivery date.
- 5. 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. The Mileage on the vehicle upon delivery if clearly stated on the delivery note will be added onto your agreement.
- 6. If you have not opted to have the service/maintenance provided by the leasing company THE CUSTOMER 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 will be charged.



- 7. If you have opted to have your maintenance provided by the leasing company (or a third party that we have introduced you to) you are responsible for arranging the service in accordance with their instructions. If you are unsure about who to contact please call us on 01942 231 123
- 8. 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. You are responsible for arranging the service in accordance with their instructions if you are unsure who to contact please call on 01942 231123
- 9. Alpha Motors (Wigan) Limited T/A Alpha Lease can introduce you to a number of finance providers. We may receive remuneration if you enter into an agreement with them.
- 10. 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/search on your credit file.
- 11. Where the vehicle is fitted with a DPF (Diesel Particulate Filter) or DEF (Diesel Exhaust Fluid) system or "Adblue", Alpha Motors (Wigan) Limited T/A Alpha Lease cannot be held liable for incorrect usage. You are responsible for adhering to the manufacturer's guidelines. You must read all literature provided, research manufacturers websites or contact the local manufactures recommended dealer for advice if unsure
- 12. Cancellation's, no order which has been accepted may be cancelled by The Customer except with the written consent of the Company and subject to the Customer indemnifying the Company in full against all loss (including loss of profit), costs (including the cost of labour and materials), damages, charges and expenses incurred by the Company, our cancellation fee is £300 plus VAT. Where a customer cancels the Agreement during the cooling off Period, the Customer will still be liable to pay any fees due as listed here (the Vehicle Order not being a "linked agreement" for the purposes of the Consumer Credit Act).
- 13. 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.
- 14. 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 / Alpha Lease will charge the cost of the fine and an administration fee.



- 15. 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. If Alpha Lease receive any fines you are responsible for, we will recharge this to you.
- 16. If you are an Individual, Sole Trader or Partnership with less than 4 Partners you will need to complete a cooling off period prior to taking delivery of your vehicle. You will be requested to send in two proofs of identification (gas/electric/council tax/water bill) dated within the last 90 days and a photo card of your Driving Licence for a particular partner/s as specified. Alpha Lease will clearly request any documentation needed to progress your order at each stage.
- 17. 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 info@alphalease.co.uk or speak directly with your leasing company
- 18. Excess mileage charged will apply if you exceed your total contract mileage.
- 19. These terms and conditions form part of your contract with Alpha Motors (Wigan) Limited T/A Alpha Lease. They are in addition to, and not superseded by, any agreement you will 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.
- 20. 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.
- 21. Our employees or agents are not authorised to make any representation 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.
- 22. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.
- 23. Your order of a motor vehicle from our website or other direct communications with you is an offer by Alpha Motors (Wigan) Limited T/A Alpha Lease. 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.



- 24. 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.
- 25. No order which has been accepted by us may be cancelled by you except with our written agreement and on terms that you shall indemnify us in full against all costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.
- 26. Credit / Lease Agreements: If you have entered into a credit / lease agreement with a finance provider Alpha Motors (Wigan) Limited T/A Alpha Lease 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 the terms of this contract) the outstanding balance of the vehicle payable by you to Alpha Motors (Wigan) Limited T/A Alpha Lease under this contract
- 27. 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.
- 28. 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.
- 29. Prices set out on our web site 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.
- 30. 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.
- 31. 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.
- 32. Please note local registration of motor vehicles is not possible.



- 33. 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.
- 34. 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.
- 35. Where the sale is under a consumer transaction the statutory rights of the customer are not affected by these conditions.
- 36. 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.
- 37. 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.
- 38. 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 01942 231 123 or by email to <code>info@alphalease.co.uk</code>, 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 complaints procedure on our website www.alphalease.co.uk
- 39. 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



- 40. 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.
- 41. 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.
- 42. 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.
- 43. Alphalease may introduce you to a number of finance providers. A commission maybe paid to us 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 legislation if you would like Alphalease to disclose any potential commission please make your request by mail, email to info@alphalease.co.uk or by phone on 01942 231 123
- 44. 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.
- 45. Vehicles & finance are only supplied to addresses on the U.K. mainland.
- 46. Disposal of your current vehicle prior to delivery of the vehicle supplied by Alpha Motors (Wigan) Limited (or one of its trading styles) will be done so at your own risk. Alpha Motors (Wigan) Limited T/A Alpha Lease cannot be held responsible for any period where you may not have access to transport and cannot be held responsible for any costs incurred.

47. E&OE