

Vehicle Order Form

Non Regulated Business

Contract Hire

Order Terms and Conditions

1. Our Service

- 1.1. AAM Group is a trading style of Alliance Asset Management Limited, Alliance Asset Management Limited (the "Company") operates the website www.rhaleasingandrental.com. The Company is registered in England and Wales under company number 03107480 and the Company's office is at 3 Eaton Court, Colmworth Business Park, Eaton Socon, Cambridgeshire, PE19 8ER.
- 1.2. These Terms and Conditions (together with any documents referred to in them) tell you the Terms and Conditions upon which the Company supplies its services listed on the website www.rhaleasingandrental.com. By engaging us for the services, you agree to be bound by these Terms and Conditions.
- 1.3. The Company provides a search service for business and personal contracts for the hire, contract purchase, hire purchase and finance lease of vehicles and the financing of such contracts (the "Search Service"). We can introduce you to a limited number of finance providers who may then pay us for the introduction as set out in the Information notice attached to the Vehicle Proposal previously supplied, this sets out the fees and commissions related to our services.
- 1.4. Following receipt of confirmation from Funders that credit is available to you we will send you a Vehicle Order Form, upon receipt of this signed Order Form the Company will process your request to order the vehicle / finance. You will be sent separate finance arrangement documents by the individual vehicle funder.

2. Contract Formation

- 2.1. By signing the Order Form you are making an offer to enter into:
 - 2.1.1. A Broker Services Agreement for the supply of services (the "Broker Services Agreement") from the Company; and
 - 2.1.2. A Supply Contract for the supply of the vehicle(s) and/or finance (the "Supply Contract") with the third party providing the vehicle and/or its finance (the "Third Party").
- 2.2. The Company will, on receipt of your signed Order Form act on your behalf, to source the vehicle(s) and/or finance for the vehicles as described in the "Vehicle Order Details" section of the Order Form (the "Acceptance").
- 2.3. By signing and returning the Order Form, you are instructing the Company to commence the provision of the services agreed under the Broker Services Agreement to source the vehicle(s) and/or finance on your behalf as soon as possible:
 - 2.3.1. You agree that the Company is to commence the services before the expiry of the fourteen day cancellation period contained in the Distance Marketing Directive (Distance Selling), if applicable; and
 - 2.3.2. You understand and accept that upon Acceptance of the Offer by the Company and the subsequent commencement of the provision of the services under the Broker Services Agreement, you will lose your right (as set out in clause 4 below) to cancel the Broker Services Agreement.
- 2.4. If you are contracting as a consumer and you do not want the provisions of clause 2.3 to apply and you would like a fourteen day cooling-off period under the Distance Selling Regulations to apply, you will need to specifically inform the Company in writing prior to or when you return the Order Form (the "Notification") therefore the Company will not begin the sourcing of any vehicle and/or finance until the expiry of the fourteen-day cooling-off period.
- 2.5. Please note that any results provided by the Search Service or in the Order Form may be based on vehicle stock availability at the time. The Company cannot reserve or hold any vehicle if you request a cooling-off period and cannot guarantee the supply of the vehicle and/or finance on the rates stated in the Order Form following the expiry of that cooling-off period.
- 2.6. If you send the Notification to the Company in accordance with clause 2.4 above, you will be entitled to cancel the Broker Services Agreement by following the procedure set out in clause 4 below.
- 2.7. The Broker Services Agreement is subject to the Vehicle Sourcing Fee as set out in the Order Form and is payable on receipt of order. The Vehicle Sourcing Fee remains payable to the Company even if the Supply Contract is cancelled except where cancellation occurs under the procedure set out in clause 5. Full details of the Fees and Commissions related to our services are detailed in Our Information Notice.
- 2.8. The Company is paid commission on any Supply Contract entered into between you and the Third Party vehicle and/or finance provider. The Commission is paid by the Third Party as detailed in our Information Notice.

3. Our Status

- 3.1. We act as your agent during the course of the Broker Services Agreement. The Company will use its reasonable endeavours to source vehicles and/or finance for the vehicles in accordance with your instructions.
- 3.2. From time to time vehicle specifications are subject to change by the manufacturer between time of order and delivery.
- 3.3. From time to time vehicles may incur changes to tariffs, specifications, excise duty, VAT and other unforeseen fees/charges which may alter the price quoted beyond the control of the Company. In these instances the Company will notify you of such changes in writing.
- 3.4. Any Supply Contract entered into between you and the Third Party will be subject to the Terms and Conditions of that Third Party, which they will advise you of directly. In order to obtain a vehicle and/or finance for the vehicle you will have to sign contracts with the Third Parties. Such contracts will contain Terms dealing with delivery, costs and charges, payment, title and limitation of liability.
- 3.5. Where the Company also provides the finance for the vehicle and enters into a Supply Contract with you, you will also be subject to the Terms and Conditions of our Supply Contract, which we will advise you of directly. In the event of any inconsistency between these Terms and Conditions and the Terms and Conditions of the Supply Contract, these Terms and Conditions will prevail to the extent that they apply.

4. Consumer Cancellation Rights

- 4.1. If you are contracting as a consumer and you have sent the Company the Notification in accordance with clause 2.4 above, you may cancel the Broker Services Agreement within the fourteen day cooling off period by sending written notice to the address stated at clause 1.1 above.
- 4.2. The written notice should reach the Company prior to sending or with the Order Form. A "working day" means all days other than Saturdays, Sundays and public holidays.
- 4.3. You will not have the right to cancel the Supply Agreement once the Company has begun the provision of the services agreed under the Broker Services Agreement. The Company is likely to begin performing the services by searching for vehicles and/or finance to meet your requests as soon as we receive your Order Form. The Vehicle Sourcing Fee is Non Refundable and is the fee charged by the Company for our service and represents the costs and time incurred for sourcing and ordering the vehicle on your behalf.
- 4.4. If you cancel the Supply Agreement in breach of clause 4.3 (following the Company having begun the provision of the services) then the Company will reserve the right to charge you a cancellation fee of £440.00 inclusive of VAT at the prevailing rate (£366.67 excluding VAT) in respect of our costs and losses that we've incurred. In addition to this, should we be subject to any charges from the vehicle supplier in regards to the vehicle cancellation, we reserve the right to recover those costs from you. The cancellation fee is payable within seven days of the date of the Company's invoice.
- 4.5. If you cancel the Broker Services Agreement in accordance with these Terms and Conditions (see clause 2.4), the Company shall return the sums paid by you to date.
- 4.6. Cancellation of the Broker Services Agreement will not automatically cancel any Supply Contract entered into between you and the Third Party. You will be required to separately cancel such contracts under the Terms permitted by such contracts.
- 5. Termination**
 - 5.1. The Company may terminate the Broker Services Agreement & Supply Agreement if any of the following occur:
 - 5.1.1. You are unable to or do not accept delivery of the vehicle at your nominated address in the United Kingdom on the agreed date for delivery and you have failed to give the Company more than three working days' notice that you are unable to accept delivery;
 - 5.1.2. You fail to ensure that a new delivery date is agreed or that the vehicle is collected from the Company within fourteen days of the date that the Company notifies you that the vehicle is available for delivery;
 - 5.1.3. You fail to pay any sums due under the contract in full in accordance with these Terms and Conditions;
 - 5.1.4. The Company reasonably believes in its sole discretion that the contract has been formed upon the basis of a genuine error (due to an administrative mistake) on the Company's website in relation to any term of the contract and the error is drawn to your attention; or
 - 5.1.5. You commit a breach of any of these Terms and Conditions.
- 6. Complaints**
 - 6.1. The Company is committed to providing a good service. However, should there be any reason for complaint the Company will try to resolve the issue as quickly and as fairly as is reasonably possible. Please contact us in writing if you have a complaint. Full details of our complaints policy are detailed on our website.
 - 6.2. To submit a complaint, please write to: Customer Services at the address specified at clause 1.1 of this Agreement.
- 7. Exclusion of Liability**
 - 7.1. Where you enter into a Supply Contract with any Third Party, the liability of that Third Party will be set out in their Terms and Conditions.
 - 7.2. The Company excludes all liability in contract, tort, restitution or otherwise, arising in connection with the performance or contemplated performance of the Supply Contract with any Third Party.
 - 7.3. The Company shall not be liable to you for any economic loss, loss of profit, loss of business, depletion of goodwill or otherwise howsoever, in each case whether direct, indirect or consequential, (howsoever caused) which arise out of or in connection with the Supply Contract with any Third Party.
 - 7.4. The Company will not provide advice or recommendations, we will provide you with product information enabling you to make your own choice about how to proceed. Products offered will be based upon information you have provided, you must decide carefully if the description and other Terms of the supply of the vehicle and/or finance are correct and are suitable for your purposes.
- 8. Severability**
 - 8.1. If any of these Terms and Conditions or any provision of the Agency Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such Terms, condition or provision will to that extent be severed from the remaining Terms, Conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 9. Law and Jurisdiction**
 - 9.1. The Agency Agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 10. Privacy Policy Link** – Click here for full details of our Privacy Policy which explains when and why we collect personal information, how we use it, the conditions under which we share it with other people and how we keep it secure.