

Planet Leasing Ltd - Terms & Conditions

Full Trading Name	Planet Leasing Ltd
Company Registration Number	6160177
Licenced Credit Broker Number	600882
VAT Number	938036807
Data Protection Number	Z9866952
Trading Address	959 London Road, Leigh-on-Sea, Essex, SS9 3LB
Registered Address	The Sailsbury, 5 th Floor Sailsbury House, London Wall, London, EC2M 5QQ
BVRLA Membership Number	1847

- 1.1 These terms and conditions apply between you and Planet Leasing Ltd, 959 London Road, Leigh-on-Sea, Essex, SS9 3LB. Company Registration number 6160177. Vehicles are supplied by Planet Leasing Ltd using various funding options and are supplied by our preferred suppliers and manufacturers. This site is provided to you subject to the following terms and conditions.
- 1.2 Our dealings with clients shall be governed by the conditions. Any contracts formed between the client and ourselves are to the exclusion of other terms and conditions. Unless agreed in writing between the client and us, no variations to these conditions will be binding.
- 1.3 Any representations concerning our services are only considered valid if they are confirmed as such by us in writing. In entering a contract with us, clients must acknowledge with us that they do not rely on any such representations which have not been confirmed.
- 1.4 Typographical, Clerical or any other error or omission in any sales literature, advertising, quotation, list price, acceptance of offer, invoice or any other document is subject to correction without any liability on Planet Leasing's part.

Your order

- 2.1 Your order of a motor vehicle from our website or by any other form of direct communication with you is an offer by you. All orders are subject to:
 - 2.1.1 Formal written acceptance by Planet Leasing.
 - 2.1.2 The availability of the vehicle concerned.
 - 2.1.3 Price changes
 - 2.1.4 The initial payment and administration fees paid by you in accordance with our written acceptance of your order (to be signed by client)
- 2.2 If the vehicle that you have ordered for any reason becomes unavailable, we will contact you via phone or email to advise you of any possible alternatives. If the vehicle is available and your offer is accepted, we will contact you to arrange payment of the administration fee and advise you when the initial payment is due, in accordance with the written acceptance of your order.
- 2.3 No order which has been signed and accepted by us may be cancelled by you, unless written agreement is provided by Planet Leasing, on terms that the company is indemnified with any losses (including loss of profit), costs of labour and materials used, damages, charges (from the manufacturer) and expenses incurred by us as a result of your cancellation.
- 2.4 In the event of a vehicle ordered with a specific specification, Planet Leasing shall require a non refundable customer deposit to secure the vehicle build slot to be held on account and passed to either the finance company or supplying dealer when demanded.

Prices

- 3.1 All personal leasing figures include VAT unless otherwise stated.
- 3.2 All business leasing figures exclude VAT unless otherwise stated.
- 3.3 Delivery costs (not on a trailer) from the dealer to your chosen destination are included within the cost.
- 3.4 Number plates, road fund licence (where applicable) and vehicle registration charges included.

- 3.5** Planet Leasing reserve the right to change any pricing either before or after we accept any order from you, where circumstances outside our control apply, for example changes in prices notified to us by the dealers/manufacturers and finance companies. If any such change occurs, we will promptly notify you via phone or email.
- 3.6** Prices set on our website or in any other direct communication and in general marketing material are guidance prices only and are subject to change. These figures are for informational purposes only and do not constitute an offer by us capable of being accepted by you.
- 3.7** Once we have accepted an order from you and the finance proposal has been confirmed to you by us in written communication the administration fee (notified to you by Planet Leasing) will be required from you, payable by credit/debit card, cash, cheque, or bank transfer.
- 3.8** Should the VAT rate change between the placing of the order and the supply of the vehicle, prices will be adjusted accordingly.
- 3.9** If failure to provide any payment due to us occurs we are entitled to:
- 3.9.1** Cancel the contract or suspension of any further provision of services and/or delivery of vehicle to you
 - 3.9.2** Appropriate any payment made to Planet Leasing supplied under this or any other contract as we may think fit (regardless of any purported appropriation by you);
 - 3.9.3** Charge the client interest and late payment charges (both before and after any judgement) on the amount unpaid at the rate allowed by the Late Payment of Commercial Debts Act 1998 until payment is received in full to Planet Leasing Ltd

Specification and images

- 4.1** The specification of any vehicle displayed on our website or any other marketing material issued by us is supplied by the vehicle manufacturer/dealer and is formatted for our use. Whilst every effort is made to verify and secure the accuracy of our data, the information provided should only be used as a guide and no purchasing decision should be made by you without verification of the latest data from either manufacturer or a franchised dealer of their vehicle. All images used on our website or published within other marketing material are for illustration purposes only.

Delivery / Registration

- 5.1** Upon receipt by us of completed finance documents and any balance of monies due to be paid to or through us, we can arrange delivery of the vehicle to your chosen UK destination.
- 5.2** Local registration of vehicles is unfortunately not possible.
- 5.3** All delivery dates given to clients are estimated and are subject to change by the manufacturer/dealer.
- 5.4** If you fail to provide access to the premises necessary to affect delivery or fail to give us adequate delivery instructions at the time stated for delivery (unless by reason beyond control or by reason of our fault), then without prejudice to any other right or remedy available to us, we may store the vehicle until actual delivery and charge you the reasonable costs of storage.

Limitation of our liability

- 6.1** Subject as provided in these conditions, except where you are a person dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 6.2** The statutory rights are not affected by these conditions where the sale is under a consumer transaction (as defined by the Consumer Transactions Order 1706)
- 6.3** Except in respect of death or personal injury caused by our negligence, Planet Leasing Ltd shall not be liable to you by any reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever, 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.
- 6.4** Planet Leasing Ltd will not be liable to you, or 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. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

- 6.4.1** Natural occurrence – explosion, flood, tempest, fire or accident.
 - 6.4.2** War/threat of war, sabotage, insurrection, civil disturbance or requisition
 - 6.4.3** Acts, restrictions, bye-laws, prohibitions or any kind of measures on the part of any governmental, parliamentary or local authority.
 - 6.4.4** Import or export regulations or embargoes.
 - 6.4.5** Strikes, lock-outs or other industrial actions or trade disputes.
 - 6.4.6** Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
 - 6.4.7** Breakdown of machinery or power failure.
- 6.5** Here at Planet Leasing Ltd, we are committed to the highest form of customer service. Should you have any form of complaint about your service please do not hesitate to contact us to enable us to resolve the issue. Please let us know of any problems as soon as possible, preferably in writing (or by email to: info@planet-leasing.com) and we will endeavour to resolve your issues in a fair and effective manner, taking into consideration all points and taking all steps to promptly resolve any problems to your and our satisfaction. We will provide you with a timescale for resolving the dispute and keep you informed with the progress.

Insolvency of Customer

- 7.1** This clause applies if:
- 7.1.1** You make any voluntary arrangement with your creditors or become bankrupt or become subject to an administration order to go into liquidation.
 - 7.1.2** An encumbrancer takes possession or a receiver is appointed, of any of your property or assets.
 - 7.1.3** You cease or threaten to cease to carry on business.
 - 7.1.4** We apprehend that any of the above events are about to occur in relation to you and we notify you accordingly.
- 7.2** If this clause applies then, 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 the vehicles have been delivered or services have been provided but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

General

- 8.1** If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part of the validity of the other provisions of these conditions, the remainder of the provision in question shall not be affected.
- 8.2** When you sign a Planet Leasing Ltd contract, you agree to submit to the non-exclusive jurisdiction of the English courts, as your contract will be governed by the English laws.
- 8.3** All prices and vehicles shown are subject to availability and status. Finance is subject to status and to persons over 18 years of age only. This does not constitute an offer.
- 8.4** All quotations are available in writing, please contact us on 01702 410 470. Vehicles and finance are only supplied to addresses on mainland UK and the laws governing England and Wales apply.
- 8.5** Prices shown are subject to terms and conditions. Rules governing excess mileage and fair wear and tear apply.
- 8.6** Underwriting; Guarantees/Indemnities may be required.
- 8.7** For purchase plans; final option to purchase fee plus any other applicable fees may apply to own the vehicle at the end of the agreement.
- 8.8** The finance figures shown on the website & vehicles shown do not represent an offer to supply credit or supply of goods or finance. E&OE applies to the contents of this website.
- 8.9** Without affecting our own or any third party intellectual property rights, you are not permitted to copy alter or reproduce any of the content of this site without our prior consent.
- 8.10** Regulated and Authorised by the Financial Conduct Authority.

