

## **DS ONLINE STORE TERMS AND CONDITIONS**

### **1. THE PURPOSE OF THESE TERMS**

These are the terms and conditions on which Citroen UK Limited t/a DS Automobiles (“we”, “us”, “our”) introduce you to your selected DS Automobiles retailer (the “Retailer”) and Stellantis Financial Services Limited (“Stellantis Financial Services”) for the purchase of your new vehicle as selected by you via the DS Automobiles website (the “Website”).

Please read these terms carefully before you submit your order. These terms and conditions (the “Terms”) tell you:

- Who we are;
- How and on what terms the Retailer will supply the new vehicle to you;
- How and on what terms Stellantis Financial Services will provide you with the finance for the purchase of the new vehicle;
- How you and we/ Stellantis Financial Services/Retailer may change or cancel your order;
- Your rights on withdrawing from your finance agreement with Stellantis Financial Services; and
- What to do if there is a problem with the purchase of the new vehicle and other important information.

### **2. ROLES OF US, OUR RETAILERS, AND STELLANTIS FINANCIAL SERVICES**

#### **For Cash and Finance Purchases**

If you order your new car through the Website, our role is to take you through the online order process and allow you to place an order for a new vehicle. You must nominate a Retailer who will supply your new vehicle to you. You will need to collect your new vehicle from your Retailer free of charge.

#### **For Finance Purchases Only**

The Website provides an online order process to enable you to arrange finance with Stellantis Financial Services (which will require you to be directed to a Stellantis Financial Services website where further information will be obtained by Stellantis Financial Services) and, if accepted, place an order for a new vehicle with the Retailer, who will supply your new vehicle to you. You may collect your new vehicle from your Retailer free of charge.

Where you order a new vehicle, we and the Retailer act as the credit broker in respect of the Finance Agreement (defined below), and Stellantis Financial Services is the lender if your application is accepted by Stellantis Financial Services. When we act as a credit broker we may either introduce you to other credit brokers (vehicle retailers) or to Stellantis Financial Services (acting as a lender) and we may receive a fixed commission for these introductions or no commission at all. The vehicle retailer (acting as credit broker) may receive from the lender a commission, fee or other remuneration typically. This may be in the form of a standard amount e.g. based on a fixed fee or fixed interest rates, campaigns or targets agreed between Stellantis Financial Services and the credit broker. Alternative finance products may be available with different commission amounts and/or

arrangements. For more details, or if you think this will affect your decision to enter into an agreement, you should ask Stellantis Financial Services for further information.

### **3. ORDERING YOUR VEHICLE ONLINE**

If you are placing an order online, our Website will guide you through the steps you need to take to place an order. We accept no responsibility for the availability and/or non-availability of any vehicle viewed on the Website.

You may use the Website to view and select a vehicle offer online. You may also get an estimated valuation for your current vehicle and could apply some or all of these funds towards your new vehicle. You can choose from two different payment options including cash or finance.

The online order process is just one of the ways by which you can configure the vehicle you want, tailor your payment method and submit your order request.

#### **For Cash Purchases**

If you have chosen the cash payment option to order your vehicle online, you must be over 18 years of age at the date of ordering your vehicle and will be subject to money laundering checks.

#### **For Finance Purchases**

If you have chosen the finance payment option to order your vehicle online, you must be over 18 years of age at the date of ordering your vehicle and any finance provided by Stellantis Financial Services is subject to status. Stellantis Financial Services may require a co-applicant depending on your credit history. Before submitting your order, you will be asked to complete an application process to verify your identity and complete a credit assessment. You will need to provide certain information about yourself and answer questions to Stellantis Financial Services' satisfaction. If your application is declined or cannot be processed by Stellantis Financial Services, you will be sent an email with further details. If your application is successful, you will be sent an email which will allow you to complete your order online. You will be required to complete the relevant contractual documentation for the finance product either at your chosen Retailer or by post. When your vehicle is nearly ready for you to collect from the Retailer you will receive an email which will direct you to a website operated by Stellantis Financial Services in order to review and sign the Finance Agreement.

If you do not wish to use the online process, please visit your local Retailer who may help you. Your local Retailer will make available the same new vehicle offers and discounts as are set out on our website in addition to their usual offering and will allow you to pay for your new vehicle by cash or through any other finance option that they may make available from time to time which will be subject to status and terms and conditions.

### **4. AVAILABILITY OF OUR WEBSITE TO ORDER VEHICLES**

The Website can be used to order vehicles for collection in England, Scotland, Wales and Northern Ireland by customers; (1) with a valid and up-to-date Great Britain driving licence, and (2) who reside in the UK. Unfortunately, we do not accept orders from or delivery to addresses outside the UK.

### **5. ORDER PROCESS**

When placing an order using the Website your order will be acknowledged online but will not be confirmed until the steps below have been completed. We will assign a reference number to your order and tell you what it is in your order acknowledgement email. Please be prepared to tell us the reference number whenever you contact us or the Retailer about your order.

### **For Cash Purchases**

All documentation relating to the purchase of your vehicle will need to be completed at the Retailer's premises. Completion of your order and delivery or handover of your new vehicle is conditional on you signing those documents and providing the relevant information requested by the Retailer. Once you have signed all the documentation provided by the Retailer, a contract will be formed between you and the Retailer for the purchase of your new car.

### **For Finance Purchases**

If you have chosen a finance payment method you are stating your intention to enter into your chosen finance package subject to these terms and conditions and the terms of your finance. In this instance we will process your order.

You will be required to sign the Finance Agreement through a digital signing process and you may be required to complete certain documentation at the Retailer's premises once your vehicle is being prepared for handover. Completion of your order and delivery or handover of your new vehicle is conditional on you signing and returning your finance agreement to STELLANTIS FINANCIAL SERVICES where a finance payment option has been chosen.

By signing and returning the finance agreement you are making an offer to enter into the finance agreement. STELLANTIS FINANCIAL SERVICES's acceptance of your offer to enter into your chosen finance package will take place after you have returned your signed finance agreement and provided all documentation requested by us and/or STELLANTIS FINANCIAL SERVICES (STELLANTIS FINANCIAL SERVICES will determine if the documentation is completed to its satisfaction and we and/or STELLANTIS FINANCIAL SERVICES will contact you if there are any issues) and STELLANTIS FINANCIAL SERVICES has confirmed acceptance to you.

Once STELLANTIS FINANCIAL SERVICES has confirmed acceptance of your offer, a contract will be formed between you and STELLANTIS FINANCIAL SERVICES for the finance and use of your new vehicle.

If your order cannot be accepted for any reason we or the Retailer will inform you of this and let you know of any other ways by which you can obtain your new vehicle.

Our order process allows you to check and amend any errors before submitting your order or finance application.

Please take the time to read and check your order at each stage of the application and order process.

### **For Cash and Finance Purchases**

If we are unable to accept your order because of factory related issues prior to the date of delivery or collection (as applicable); or for any other reason; we will inform you of this and let you know of any other ways by which you can obtain your new car.

## **6. FINANCE FROM STELLANTIS FINANCIAL SERVICES**

PCP Finance is a personal contract purchase finance agreement under which you make loan repayments for the DS Automobiles vehicle for an agreed period of time (25, 31, 37 or 48 months), with an option (but no obligation) to purchase the DS Automobiles vehicle at the end of your PCP Finance agreement term.

You are required to pay the agreed deposit (as set out in the Finance Agreement) directly to the Retailer and make the agreed monthly payments to Stellantis Financial Services for the agreed period of time (from 25 to 48 months) in accordance with the Finance Agreement.

At the end of your PCP Finance agreement term you have three options. You can:

- Return the DS Automobiles vehicle with nothing more to pay (subject to excess mileage and/or damage charges);
- Purchase the DS Automobiles vehicle by paying what we agreed it would be worth at the beginning of your finance agreement (the 'optional final payment') plus any option to purchase fee; or
- Part exchange the DS Automobiles vehicle for another vehicle.

The amount of the monthly payment to be paid by you under your PCP Finance agreement will be determined by the size of the deposit that you provide (which can range from 0 – 40% of a vehicle's purchase price), the term of your PCP Finance agreement, the mileage which you anticipate driving during the term of your PCP Finance agreement and the 'optional final payment' for the DS Automobiles vehicle. The 'optional final payment' is forecast by us at the start of the PCP Finance agreement and relates to the anticipated value of the vehicle at the end of the PCP Finance agreement term.

Further terms relating the finance of the vehicle will be set out on the Stellantis Financial Services website and your Finance Agreement. If you have any further questions in relation to the supply of finance or the Finance Agreement, please contact Stellantis Financial Services directly.

## **7. DS ONLINE STORE PRICING**

When you order a vehicle through the Website, you will be provided with information about the price of your vehicle at different stages of your online journey, depending on what options or extras you select.

At the start of your journey, the price displayed against your selected vehicle will be the "OTR price" (which means the Manufacturer's Recommended Retail Price) with our store discount already applied ("DS Store Price").

All information and prices are correct at time of publication but are subject to change at any time without prior notice (which may occur as a result of matters including, but not limited to, any changes in legislation and/or any changes by the government). Please visit

[www.dsautomobiles.co.uk](http://www.dsautomobiles.co.uk) or contact your local retailer for the most up-to date prices and specification details for all models.

As you continue through your online journey, you will have the option to personalise your selected vehicle. If, through the course of this process, you adjust certain options or add extras to your selected vehicle, the price of such options or extras (fully fitted) will adjust the DS Store Price accordingly. Should you wish to add options or extras to your selected vehicle which are not available on the Website, please contact us or your local retailer to discuss further.

As you continue through your online journey you will be asked to choose your preferred retailer from a list of participating retailers. Your Retailer may, at its absolute discretion, offer a further discount to the DS Store Price, if an additional discount is offered by the Retailer this discount will be shown on our Website after selecting your Retailer. Therefore, the price set out in your order summary on the Website may be less than the DS Store Price displayed at the start of your online journey.

The price that you actually pay for your new vehicle will only ever be the OTR price or less.

## **8. THE VEHICLES**

The vehicles available to order through the Website are from our current manufacturable range and will be built to order to the specification selected by you. Certain vehicles or models may not be available depending on the finance package that you select.

The images of the vehicles and the size and dimension icons and indicators on the Website are for illustrative purposes only. Although we have made every effort to display the sizes and colours of our vehicles, accessories and trim accurately, we cannot guarantee that your PC, laptop, tablet or phone will display the sizes or colours accurately to reflect the actual size or colour of the vehicles. Therefore, your new vehicle may vary slightly from those images.

## **9. VALUATION OF YOUR CURRENT VEHICLE**

You may use our website to get an estimated and indicative valuation for your existing vehicle. This calculation is based on the information you supply through our Valuation Tool and using information gathered from our valuation partner Autobiz Ltd.

As you continue through your online journey, we or your Retailer may offer a further contribution towards your existing vehicle. This may be based on a physical inspection of the vehicle at an agreed location, date and time.

You may choose to sell your current vehicle to your Retailer or not.

If you agree to sell your current vehicle to your Retailer (part exchange), you will need to provide your Retailer with your V5 Registration Certificate, all sets of keys, MOT Certificate, Service history, spare wheel and locking wheel nuts (where applicable), radio codes and any other items which belong to the vehicle.

In order to get a valuation, you will need to supply the registration number and current mileage of the vehicle to which the valuation relates (the "Information"). The Information will be shared with our valuation partner.

Any estimate provided does not comprise an offer to purchase your vehicle by us, any Retailer or Stellantis Financial Services and is not intended to be relied upon in respect of any application that you make for finance or order you place.

## **10. COLLECTION OF YOUR VEHICLE**

When you order a new vehicle online, you will see a date window indicating when your vehicle will be available for handover. When your new vehicle is nearly ready, we or the selected Retailer will get in touch with you to confirm your details, specific collection date, time and next steps.

Your selected Retailer will coordinate an agreed collection or delivery date with you.

On the agreed collection day, you are required to:

- Provide your Retailer with proof of your identity and address (the “Documents”). The Documents must match the details provided on the Finance Agreement; and adhere to any instructions of the Retailer (including those instructions relating to Covid-19).

Your Retailer will verify and make copies of these Documents before the vehicle is released to you.

### **Home Delivery**

Delivery will only be made to your home address, which must be the same as the billing address on your finance agreement. There may be an additional charge applied for home delivery.

Your Retailer will drive your vehicle to your home address. Please note that mileage of the vehicle on delivery will include the delivery miles.

We will agree a time slot with you for delivery of your vehicle which will be between either 9.00am and 1.00pm or 1.00pm and 5.00pm on a weekday (excluding bank holidays). If your preferred time for delivery falls outside these time periods delivery at your preferred time will be at your Retailer's discretion.

Your Retailer will only deliver your new vehicle to the person named as the customer in the order acknowledgement. Delivery will not be completed if:

- You fail to provide your Retailer with your order reference number and appropriate identification documentation confirming you are the customer as stated in the order confirmation;
- On arrival at your address there is no clear and safe place for your Retailer to park your new vehicle; and/or
- Conditions at your home address fail to meet reasonable health and safety standards, or where delivery would put your Retailer at risk of injury or death.

You are required to provide your Retailer with proof of your identity and address and copies of your proof of identity and address upon delivery of your vehicle. Your Retailer will verify these documents before your vehicle is released to you and your Retailer will retain the copies you provide.

If you are not present in person at your home address at the agreed time and date to take delivery of your new vehicle, your Retailer will leave you a note informing you of their attempted delivery and of how to rearrange delivery or collection.

If you do not re-arrange delivery, we will contact you for further instructions. You may be charged for any further delivery costs, which will be notified to you prior to such rearranged delivery. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection within 7 days of the date of the original delivery attempt STELLANTIS FINANCIAL SERVICES may end the contract.

### **Collect from Retailer**

If you have chosen to collect the vehicle from your Retailer's premises, you will be given a time for collection on your selected date, which will be on or after the Confirmed Delivery Date.

You are required to provide your Retailer with proof of your identity and address when you collect your vehicle. Your Retailer will verify and make copies of these documents before your vehicle is released to you.

You will not be charged a delivery fee where you choose to collect your vehicle from your Retailer.

## **11. RISK AND OWNERSHIP**

Your new vehicle will be your responsibility from the time your Retailer delivers the vehicle to your home address or you collect it from your Retailer's premises.

If you have chosen the finance payment option to purchase your vehicle, you will not own the vehicle until STELLANTIS FINANCIAL SERVICES has received payment in full, including the optional final payment. Please refer to your finance agreement for further details.

If you have chosen the cash payment option to purchase your vehicle, you will not own the vehicle until your Retailer has received payment in full.

You will be the registered keeper of the vehicle and you are responsible for taxing, insuring and servicing the vehicle while you remain the registered keeper.

Where you have chosen a cash purchase or PCP Finance Agreement, you must ensure that you have appropriate insurance cover to drive the car away.

## **12. DELAYS**

If handover of your new vehicle is delayed by an event outside our control or the control of the Retailer then, we/the Retailer will contact you as soon as possible to let you know. We and the Retailer will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract with STELLANTIS FINANCIAL SERVICES and receive a refund for any amounts that you have already paid in respect of your vehicle.

### **13. CHANGES TO YOUR ORDER BEFORE SIGNING THE FINANCE AGREEMENT**

If you wish to make a change to your vehicle after placing your order, please contact either our Online Sales Support Team by email [dsconcierge@dsautomobiles.com](mailto:dsconcierge@dsautomobiles.com) or telephone on **0800 996 1953** or your Retailer by email or phone as set out on the Website, as soon as possible. The Online Sales Support Team/Retailer (as applicable) will aim to respond within 2 working days of receipt of your request to change your order. Please note that it may not be possible to make your requested change where this would impact on the price of the vehicle and affect your Finance Agreement.

If your requested change is possible, we or your chosen Retailer will let you know, via email or telephone, of any changes to the timing of handover or anything else which would result from the change. We will ask you to confirm whether you wish to go ahead with the change within 5 working day of our response to your request to change your order. If we do not hear from you within this time, we will proceed with your original order, without the change.

If we cannot make the change or the consequences of making the change are unacceptable to you, we or your chosen Retailer will contact you, via email or telephone, to advise you of your options.

We may, from time-to-time, make minor changes to our vehicle specifications to implement small technical adjustments. We will not make any significant changes to your ordered vehicle unless we have told you about the changes and have obtained your explicit agreement to the significant change.

Please note that if you change your order you may also need to change your finance package and Finance Agreement or obtain finance from an alternative source. If the change affects the price of the ordered vehicle you will need to apply for credit to the value of the new price, minus any deposit paid, from Stellantis Financial Services ("Subsequent Application"). We and Stellantis Financial Services make no guarantee that any Subsequent Application will be approved by Stellantis Financial Services.

### **14. CANCELLATION AND WITHDRAWAL**

**Please read the following text carefully.**

#### **Cancelling your Order**

If you change your mind about an order for a vehicle that you have placed online, you can cancel your order at any time before you sign the Finance Agreement or you sign the order for your vehicle which incorporates the Retailer Terms (whichever is the earlier) without any liability.

Please contact us as soon as you change your mind about the car or finance agreement (if appropriate). You will not be charged for the car and any money that you have paid by way of reservation fee will be refunded.

The Retailer may be entitled to cancel your order before you sign the Finance Agreement, please read the Retailer Terms for more details.



**CHANGE OF AN ORDER AFTER SIGNING THE FINANCE AGREEMENT – PLEASE READ THE FOLLOWING TEXT CAREFULLY.**

You cannot change your order (in whole or in part) after you have signed the Finance Agreement, or you have signed the order (incorporating the Retailer Terms).

**CANCELLATION AFTER SIGNING THE FINANCE AGREEMENT – PLEASE READ THE FOLLOWING TEXT CAREFULLY.**

Except to the extent set out below, you cannot cancel your order after you have signed the Finance Agreement, or you have signed the order (incorporating the Retailer Terms).

For any vehicle ordered online through a Finance Agreement, you acknowledge that the Finance Agreement is a credit agreement.

You have the right to withdraw from your Finance Agreement within 14 days from the day after you signed the Finance Agreement (“Withdrawal Period”). If you wish to exercise your right to withdraw, you must:

- Notify Stellantis Financial Services immediately in writing or by telephone that you want to withdraw from your Finance Agreement within the Withdrawal Period (“Notification”) and;
- Repay to Stellantis Financial Services the amount of the credit lent to you by Stellantis Financial Services, as set out in the Finance Agreement, plus interest at the rate specified in your Finance Agreement, within 30 days of the Notification.

Only if you comply with the above will the vehicle become yours. You do not need to tell us why you have decided to withdraw, and we will not ask you for your reason. Please also note that if there is a change in your circumstances which may affect the Finance Agreement originally signed by you, or you provide incorrect information in your initial finance application, Stellantis Financial Services reserves the right to terminate the Finance Agreement completely or cancel the Finance Agreement and issue a new finance agreement reflecting your current circumstances. The full extent of Stellantis Financial Services’ termination rights are set out in the Finance Agreement.

You acknowledge that your right to withdraw from the finance agreement is your only right if you do not wish to proceed with the finance agreement, and that consumer laws relating to off-premise or distance sales **do not provide a right of cancellation in respect of credit agreements**. This means that you cannot return the car after delivery or collection for a refund if you change your mind. This does not affect your statutory rights as a consumer if the vehicle is faulty, does not meet its specification or otherwise (see Consumer Rights below).

**15. CONSUMER RIGHTS**

You have certain legal rights in connection with your purchase/financing of a new vehicle. For detailed information of these rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call **03454 04 05 06**. Nothing in these terms will affect your legal rights.

If, on or after the handover of your new vehicle, you discover a fault or find that the vehicle does not meet the specification chosen by you on the Website, you must report this to the Retailer who will

discuss your rights and remedies with you. You should contact the Retailer as soon as possible since a delay in doing so may affect any remedy available to you.

You have legal rights if your Retailer refuses to deliver the vehicle or make it available for collection, or if they are late in delivering the vehicle to you, or making it available for collection by you (where you have told us before we accepted your order that delivery or collection on the Confirmed Delivery Date was essential). You can give your Retailer a new deadline for delivery (which must be reasonable), or you can cancel your order and reject the vehicle. If the vehicle has been delivered to you, you must either return it in person to your Retailer or allow them to collect it from you. Your Retailer will pay the costs of collection.

## **16. OUR LIABILITY TO YOU**

We are not a party to the Finance Agreement or Retailer Terms therefore we are not responsible for the performance of any obligations under the Finance Agreement or Retailer Terms. For any claims arising under the:

- Finance Agreement shall be the responsibility of Stellantis Financial Services; and
- Retailer Terms shall be the responsibility of the Retailer.

If we do not comply with these terms, we will only be responsible for loss or damage you suffer that is a foreseeable result of our breaching of any term but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract is made, both we and you know it might happen, for example, if you discuss it with us before you place your order.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors and for fraud or fraudulent misrepresentation or a breach of your consumer rights.

Our approved retailers only supply vehicles for domestic and private use. If you use your new vehicle for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **17. ACCOUNT, PASSWORD AND SECURITY**

You agree that you will only access the Website for the purposes set out in these terms and our Acceptable Use Policy. You may only use the website for lawful purposes.

### **Your MyDS Account**

Where you create a MyDS account, you will be asked to provide a username and password. This will allow you to access and/or change your saved vehicle and/or finance configurations and update or change your personal details. You must keep the login details secure and must not share those details with any other person. We are not responsible for any misuse of your MyDS account where you have caused your login details to be known by another person.

You must tell us as soon as possible if you think your login details has been shared or your MyDS account has been accessed without your authorisation. We may disable your account immediately if we know of or suspect any misuse by you or any third party.

## **18. STELLANTIS FINANCIAL SERVICES IDENTIFICATION AND CREDIT CHECKS**

### **For Finance Purchases:**

**ID Checks:** Where you order a vehicle through the Website, Stellantis Financial Services will use the information you provide them with to carry out identity checks to confirm you are, who you say you are. This will include but not limited to searching information held by credit reference agencies and the electoral roll to verify your identity and the information you provide (the “Methods”).

If Stellantis Financial Services cannot verify your identity through the Methods, they may need to get in touch with you directly to progress your finance application and order.

**Credit Checks:** Stellantis Financial Services or its representatives will also carry out credit checks and/or search your credit file. Stellantis Financial Services or its representatives will ask for your explicit consent to do this before performing any such checks. Stellantis Financial Services will only use licensed credit reference and/or fraud prevention agencies who will keep a record of the search and your application.

If you apply for a finance package with Stellantis Financial Services but are unsuccessful, this may affect your credit rating and/or credit score. If you are unsuccessful, Stellantis Financial Services will confirm the name and contact details of the credit agency where they obtained their information and the reason/s for refusal.

You shall not provide false information or data including false names, addresses and/or contact or payment details or engage in any unlawful activity in connection with the Website and/or your order for a new vehicle and/or the finance application and/or the part exchange of your existing vehicle.

If we, Stellantis Financial Services or the Retailer reasonably believes your order or information or data provided by you is fraudulent or you have otherwise violated any applicable law when placing your order or using the Website, even if Stellantis Financial Services or the Retailer has accepted your order, Stellantis Financial Services or the Retailer reserves the right to cancel it and in such circumstances, Stellantis Financial Services and the Retailer reserves the right to terminate any contract with you, including the Finance Agreement. We, Stellantis Financial Services and/or the Retailer may also tell fraud prevention agencies about your fraudulent application and share the information you provided with them.

## **19. HOW WE CONTACT YOU AND HOW YOU CAN CONTACT US**

When you place an order via the Website, our live chat agents will be available during the hours of 9.00am and 8.00pm on weekdays and 10.00am to 4.00pm on Saturdays and Sundays (including bank holidays), and telephone agents will be available during the same hours on **0800 996 1953** (including bank holidays) to assist you with any questions or comments about the vehicles, finance packages, ordering, part exchange or collection process. Please note that these services may be provided by our sub-contractors.

If you have a query or complaint about these terms, the Website or in respect of any aspect of the online journey please contact our customer care centre.

Any queries or complaints that relate solely to your Finance Agreement should be addressed in the first instance to Stellantis Financial Services. You can find the contact details for Stellantis Financial Services by visiting...

## **20. ALTERNATIVE DISPUTE RESOLUTION**

You can refer a dispute to The Motor Ombudsman (“TMO”). Further details can be found at [www.themotorombudsman.org](http://www.themotorombudsman.org) or alternatively you may wish to contact their advice line on **0345 241 3008**. Where the dispute relates to any financial services, then you can refer it to the Financial Ombudsman Service (“FOS”). Further details can be found at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk) or if you prefer to speak to someone you can call **0300 123 9123** or **0800 023 4567**. Neither TMO nor the FOS will charge you for referring a dispute (although you may pay an additional amount for any call to them) and if you are not satisfied with the outcome you can still bring legal proceedings.

## **21. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy.

Our sub-contractors work with us to provide our website and online customer journey to you. As such, you may be contacted by our sub-contractors on our behalf in order for us to progress your order. This contact shall at all times be in accordance with our privacy policy.

## **22. OTHER TERMS**

We may transfer our rights and obligations under these terms to another organisation.

These terms are between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breach of any of these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Any changes we may make to these terms in the future will be posted on this page and, where appropriate, notified to you. The new terms and conditions may be displayed on-screen and you may be required to read and accept them to continue your use of our website and/or your MyDS account.

These terms are governed by English law and you can bring legal proceedings in respect of these terms in the English courts. If you live in Scotland, you can bring legal proceedings in respect of these terms and conditions in either the Scottish or the English courts. If you live in Northern Ireland, you

can bring legal proceedings in respect of these terms and conditions in either the Northern Irish or the English courts.