

1 THE PURPOSE OF THESE TERMS

- 1.1 These are the terms and conditions on which Citroen UK Limited t/a DS Automobiles (“we”, “us”, “our”) introduce you to your selected retailer (the “Retailer”) and PSA Finance UK Limited (“PSA Finance”) for the purchase of your new vehicle as selected by you via the DS Automobiles website (the “Website”).
- 1.2 Please read these terms carefully before you submit your order. These terms and conditions (the “Terms”) tell you:
- 1.2.1 who we are;
 - 1.2.2 how and on what terms the Retailer will supply the new vehicle to you;
 - 1.2.3 how and on what terms PSA Finance will provide you with the finance for the purchase of the new vehicle;
 - 1.2.4 how you and we/ PSA Finance/Retailer may change or cancel your order;
 - 1.2.5 your rights on withdrawing from your finance agreement with PSA Finance; and
 - 1.2.6 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 PSA FINANCE

- 2.1 The Website provides an online order process to enable you to arrange finance with PSA Finance (which will require you to be directed to a PSA Finance website where further information will be obtained by PSA Finance) 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.
- 2.2 Where you order a new vehicle, we and the Retailer act as the credit broker in respect of the Finance Agreement (defined below), and PSA Finance is the lender if your application is accepted by PSA Finance.
- 2.3 When we act as a credit broker we may either introduce you to other credit brokers (vehicle retailers) or to PSA Finance (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 PSA Finance 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 PSA Finance for further information.
- 2.4 If you order a vehicle on the Website you will be required to:
- 2.4.1 agree to these terms;
 - 2.4.2 sign the relevant contractual documents with PSA Finance including the terms and conditions associated with the finance of your selected vehicle (together the “Finance Agreement”); and
 - 2.4.3 sign any Retailer documents with the Retailer (together the “Retailer Terms”) which set out the terms and conditions which governs the sale of your selected vehicle.
- 2.5 You will be asked to agree to be bound by these terms when placing your order of the new vehicle. These terms are a legally binding agreement between you and us.

3 ORDERING YOUR VEHICLE ONLINE

- 3.1 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.
- 3.2 You may use the Website to view and select a vehicle offer online, apply for Personal Contract Purchase (“PCP”) finance from PSA Finance and, if approved, order a new DS from the Retailer. You may also get an estimated

valuation for your current vehicle. The online order process is just one of the ways by which you can order a vehicle. If you do wish to order a vehicle but do not wish to apply for PCP finance from PSA Finance, or do not wish to use the online process, please visit your local retailer who will be happy to assist.

- 3.3 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 PSA Finance is subject to status. PSA Finance 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 PSA Finance's satisfaction. If your application is declined or cannot be processed by PSA Finance, 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. 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 PSA Finance in order to review and sign the Finance Agreement.

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 with (1) a valid and up-to-date driving licence, and (2) reside in the UK. Unfortunately, we do not accept orders from or delivery to addresses outside the UK.

5 ORDER PROCESS

- 5.1 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.
- 5.2 You may be required to complete certain documentation at your Retailer's premises, and you will be required to sign the Finance Agreement through a digital signing process once your vehicle is being prepared for handover. Completion of your order and handover of your new vehicle is conditional on you signing your Finance Agreement with PSA Finance.
- 5.3 Once PSA Finance has confirmed acceptance of your signed Finance Agreement, a contract will be formed between you and PSA Finance for the finance and use of your new vehicle.
- 5.4 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.
- 5.5 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.

6 FINANCE FROM PSA FINANCE

- 6.1 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 PSA Finance for the agreed period of time (from 25 to 48 months) in accordance with the Finance Agreement.
- 6.2 Further terms relating the finance of the vehicle will be set out on the PSA Finance website and your Finance Agreement. If you have any further questions in relation to the supply of finance or the Finance Agreement, please contact PSA Finance directly. Please go to <https://www.psa-finance.co.uk/contact-us>.

7 DS ONLINE STORE PRICING

- 7.1 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.
- 7.2 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**").
- 7.3 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 <https://www.dsautomobiles.co.uk> or contact your local retailer for the most up-to date prices and specification details for all models.

7.4 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.

7.5 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.

8 THE VEHICLES

8.1 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.

8.2 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

9.1 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.

9.2 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.

9.3 Any estimate provided does not comprise an offer to purchase your vehicle by us, any Retailer or PSA Finance 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

10.1 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.

10.2 Your selected Retailer will coordinate an agreed collection date with you. On the agreed collection day, you are required to:

10.2.1 provide your Retailer with proof of your identity and address (the “**Documents**”). The Documents must match the details provided on the Finance Agreement; and

10.2.2 adhere to any instructions of the Retailer (including those instructions relating to Covid-19).

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

11 RISK AND OWNERSHIP

11.1 Your new vehicle will be your responsibility from the time you collect it from the Retailer's premises, or in the case of a home delivery, the point at which the Retailer releases the vehicle to you.

11.2 As you have agreed to finance your vehicle, you will not own the vehicle unless and until you decide to purchase the vehicle in accordance with your Finance Agreement and PSA Finance has received all payments in full due

under the Finance Agreement. Please refer to your Finance Agreement for further details and/or contact PSA Finance at <https://www.psa-finance.co.uk/contact-us>.

- 11.3 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 and you must ensure that you have appropriate insurance cover to use the vehicle.

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.

13 CHANGES TO YOUR ORDER BEFORE SIGNING THE FINANCE AGREEMENT

- 13.1 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 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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 PSA Finance ("**Subsequent Application**"). We and PSA Finance make no guarantee that any Subsequent Application will be approved by PSA Finance.

14 CANCELLING YOUR ORDER BEFORE SIGNING THE FINANCE AGREEMENT

- 14.1 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.
- 14.2 The Retailer may be entitled to cancel your order before you sign the Finance Agreement, please read the Retailer Terms for more details.

15 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).

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

- 16.1 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).

- 16.2 For any vehicle ordered online through a Finance Agreement, you acknowledge that the Finance Agreement is a credit agreement.
- 16.3 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**:
- 16.3.1 notify PSA Finance immediately in writing or by telephone that you want to withdraw from your Finance Agreement within the Withdrawal Period ("**Notification**"); and
- 16.3.2 repay to PSA Finance the amount of the credit lent to you by PSA Finance, as set out in the Finance Agreement, plus interest at the rate specified in your Finance Agreement, within 30 days of the Notification.
- 16.4 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.
- 16.5 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, PSA Finance 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 PSA Finance's termination rights are set out in the Finance Agreement.

17 CONSUMER RIGHTS

- 17.1 You have certain legal rights in connection with your purchase/financing of a vehicle. For detailed information of these rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in these terms will affect your legal rights.
- 17.2 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.

18 OUR LIABILITY TO YOU

- 18.1 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:
- 18.1.1 Finance Agreement shall be the responsibility of PSA Finance; and
- 18.1.2 Retailer Terms shall be the responsibility of the Retailer.
- 18.2 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.
- 18.3 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.
- 18.4 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.

19 ACCOUNT, PASSWORD AND SECURITY

- 19.1 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

- 19.2 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.
- 19.3 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.

20 PSA FINANCE IDENTIFICATION AND CREDIT CHECKS

- 20.1 **ID Checks:** Where you order a vehicle through the Website, PSA Finance 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**”).
- 20.2 If PSA Finance cannot verify your identity through the Methods, they may need to get in touch with you directly to progress your finance application and order.
- 20.3 **Credit Checks:** PSA Finance or its representatives will also carry out credit checks and/or search your credit file. PSA Finance or its representatives will ask for your explicit consent to do this before performing any such checks. PSA Finance will only use licensed credit reference and/or fraud prevention agencies who will keep a record of the search and your application.
- 20.4 If you apply for a finance package with PSA Finance but are unsuccessful, this may affect your credit rating and/or credit score. If you are unsuccessful, PSA Finance will confirm the name and contact details of the credit agency where they obtained their information and the reason/s for refusal.
- 20.5 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.
- 20.6 If we, PSA Finance 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 PSA Finance or the Retailer has accepted your order, PSA Finance or the Retailer reserves the right to cancel it and in such circumstances, PSA Finance and the Retailer reserves the right to terminate any contract with you, including the Finance Agreement. We, PSA Finance and/or the Retailer may also tell fraud prevention agencies about your fraudulent application and share the information you provided with them.

21 HOW WE CONTACT YOU AND HOW YOU CAN CONTACT US

- 21.1 When you place an order via the Website, our live chat agents will be available during the hours of 9am and 8pm on weekdays and 10am to 4pm 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.
- 21.2 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.
- 21.3 Any queries or complaints that relate solely to your Finance Agreement should be addressed in the first instance to PSA Finance. You can find the contact details for PSA Finance by visiting <https://www.psa-finance.co.uk/contact-us>.

22 ALTERNATIVE DISPUTE RESOLUTION

- 22.1 You can refer a dispute to The Motor Ombudsman (“**TMO**”). Further details can be found at <https://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 <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.

23 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 23.1 We will only use your personal information as set out in our [Privacy Policy](#).
- 23.2 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.

24 OTHER TERMS

- 24.1 We may transfer our rights and obligations under these terms to another organisation.
- 24.2 These terms are between you and us. No other person shall have any rights to enforce any of its terms
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.