

## **VOLVO CARS GENERAL TERMS & CONDITIONS FOR PURCHASE OF A VOLVO CAR**

### **CONSUMER**

#### **1. WELCOME TO VOLVO CARS!**

- 1.1 These General Terms and Conditions for Purchase of a Volvo car set out the terms and conditions on which you as a consumer can purchase a Volvo car sold by Volvo Cars (the "**Terms**"). When we refer to a consumer, we mean an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. Please read these Terms carefully before you complete your order – whilst we appreciate this isn't always the most enjoyable activity, it's an important part of the order process.
- 1.2 References to "**Car**" in these Terms means the Volvo car (including any accessories that remain with the car) that you purchase from Volvo Cars as specified in your order specification (see section 4.1 for further information about the order specification).
- 1.3 The term "**you**" or "**your**" in these Terms refers to the individual who is the purchaser of the Car and is the person who is entering this contract with Volvo Cars.

#### **2. WHO WE ARE**

- 2.1 We are Volvo Car UK Limited (company no 02281044), part of Volvo Car Group, and our registered address is Scandinavia House, Norreys Drive, Maidenhead, SL6 4FL, UK ("**Volvo Cars**", "**we**", "**our**" or "**us**"). We are entering this contract with you and we are the provider of the Car.
- 2.2 We have tried to make these Terms easy to understand, but please do not hesitate to contact us if anything is unclear or if you have some questions. You can contact us through our Customer Relation Centre, by calling us on 01628 422 522 or by email [volvo-support@volvocars.com](mailto:volvo-support@volvocars.com).

#### **3. WHO YOU ARE**

- 3.1 You confirm (a) that you are a consumer capable of forming a contract, (b) that you are aged 18 or above, and (c) that all the details you provide to us are true and correct. You are responsible for keeping the contact details we hold for you up to date at all times. Please contact our Customer Relations Centre as soon as possible if you need to change any of your contact details.
- 3.2 You also confirm that you are not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, United Kingdom or US, and that you will not sell, provide or transfer the right to the Car to any such sanctioned person, or to any person located in (a) a country or territory which is, or whose government is, the subject of comprehensive sanctions, as may be in place or imposed from time to time, including (but not limited to) Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic region of Ukraine, the so-called Kherson People's Republic region of Ukraine, the so-called Luhansk People's Republic region of Ukraine and the so-called Zaporizhzhia People's Republic region of Ukraine, (b) Russia or (c) Belarus. If at any time this turns out not to be true, your Contract (as defined in Section 5.2 below) will be

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terminated with immediate effect, without any liability to compensate you whatsoever. Furthermore, according to law we may not be able to repay any payments that you may have made to us.

- 3.3 Please note that your purchase may be subject to the satisfactory completion of a verification process that includes mandatory checks such as ‘know your customer’ and/or a credit check. In this process, certain information (including personal information) must be provided to either Volvo Cars or a third party. Please see section 17 for further information about how any personal data you provide is treated.

#### 4. SPECIFICATION OF THE CAR

- 4.1 A specification of the Car and applicable features are presented (i) on the webpage when placing the order, and (ii) in the order specification that is attached to the order confirmation email (“**Order Specification**”). Please note that the true colour of the delivered Car may slightly vary from the image of the Car as shown on your device.
- 4.2 The Owner’s Manual for the Car provides more details of the operation of your Car including applicable settings, features and hardware and is accessible here - <https://www.volvocars.com/uk/support> and via the Car’s centre stack display.
- 4.3 Your Car comes with wheels as stated in your Order Specification. However please note that we work with different high-quality tyre manufacturers and your Car will be equipped with tyres from one of these manufacturers. We reserve the right to change tyres that may have been communicated prior to delivery of your Car with equivalent tyres from the same or another tyre manufacturer.

#### 5. ORDERING A CAR

- 5.1 The way in which you place an order and purchase the Car from us is via Volvo Cars’ digital channels (the “**Order**”). To complete your Order, you will need to fill in all required information, accept these Terms and pay the stipulated order deposit (the “**Partial Deposit**”). The Partial Deposit is an initial down payment for your Car and will be credited on the invoice as set out in Section 7.
- 5.2 We will have a binding contract – incorporating these Terms – with you once (and not before) we confirm to you by email that we accept your Order (the “**Order Confirmation**”). We may reject your Order, for example because a product is unexpectedly out of stock, because a credit reference we have obtained or our internal checks are unsatisfactory, because we cannot verify your age or identity, or because the Car or any accessories have been mispriced by us. Where this happens, we will let you know as soon as possible and refund any sums already paid. Once you receive the Order Confirmation, which includes the Order Specification, the Order Specification and these Terms shall become the sales contract (the “**Contract**”). In connection with the delivery of your Car, you and the Volvo retailer you choose when placing the Order (or if you have not chosen a retailer, the geographically closest Volvo retailer to your home address ) (the “**Retailer**”) shall also sign a handover protocol (as set out in Section 9.3), which will include details of the Car, including the Vehicle Identity Number (VIN) and the registration number. The handover protocol will thereafter also form a part of the Contract.

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- 5.3 In case you order more than one Car from us we reserve the right to require security for future payments of the multiple car orders.

## **6. PRICE**

- 6.1 The price of the Car is stated online and confirmed in the Order Specification (the “**Price**”). The Price includes delivery and registration of the Car in the national vehicle register and Vehicle Excise Duty (if applicable). It also includes VAT.
- 6.2 We are entitled to increase the Price to mirror any new or revised governmental fees, charges or taxes which are decided after you have received the Order Confirmation but takes effect prior to the delivery of the Car. We are also entitled to increase the Price at any time before delivery due to any factor beyond our control (including foreign exchange fluctuations, increased interest rates, and increases in labour, material and other manufacturing costs). In either of these cases, we will provide to you reasonable notice of any such increase. If you do not wish to pay the increased Price, you may cancel your Order without incurring any penalty, and any amounts of the Price you have already paid to us will be refunded in full. For more information about how to cancel your contract in these circumstances, please see Section 10.4.

## **7. PAYMENT**

- 7.1 In addition to the Partial Deposit, you also have the option to pay an additional amount towards the Price as a down payment under this Contract (the “**Deposit**”). If you choose to pay a Deposit, you will receive a payment request approximately seven (7) days before your Car will be available for pick-up. The payment request will state the due date for payment of the Deposit. The Deposit will be credited on the invoice for the Car.
- 7.2 We will prior to delivery send you (or the finance company as set out in Section 8.3) an invoice for the payment of the Car. The invoice will state the Price (the Partial Deposit and any Deposit paid separately will be credited on the invoice) and the due date for the payment of the Car. The invoice shall be paid through bank transfer from an account in your name.
- 7.3 Please note that we will not proceed with the registration process or make the Car available for pick-up until (i) we have received payment of the Deposit (if applicable), and (ii) have received full payment of the Price, or you have made an arrangement with a finance company (of which we have approved) as set out in Section 8. If you fail to pay the Deposit (if applicable) in accordance with the payment request (as set out in Section 7.1) or fail to arrange full payment of the Price within the notified period on the invoice we reserve the right to cancel the Contract according to applicable law.
- 7.4 Title to the Car passes to you (or to the finance company as relevant in accordance with Section 8.1) when we have received the payment of the Price in full. We will, however, be fully responsible for the Car until you have picked-up your Car in accordance with Section 9.

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## 8. FINANCE THROUGH FINANCE COMPANY

- 8.1 Notwithstanding the provisions of this Contract you may arrange for a finance company to purchase the Car from us ("**Finance Company**") at the Price payable hereunder and the title to the Car will then be delivered to the Finance Company (you will obtain the Car from the Finance Company in accordance with your agreement with the Finance Company). This type of arrangement is usually referred to as a "personal contract purchase", "hire purchase arrangement" or a "conditional sale arrangement" by finance companies.
- 8.2 If you choose to finance the purchase of the Car via a Finance Company in accordance with Section 8.1, we and you both agree that this Contract will be terminated (without any further notice) at the point of the agreement for the provision of finance with the Finance Company comes into effect (as stated in your agreement with the Finance Company). Neither you nor we will thereafter have any continuing obligations under this Contract, and any right such as (but not limited to) right of withdrawal or other legal rights in relation to your Car will be regulated in your agreement with the Finance Company.
- 8.3 In the event you arrange for a Finance Company to finance your payment of the Price payable hereunder, as set out in Section 7, (*without* the Finance Company purchasing the Car from us), this Contract will remain in force between you and us.

## 9. DELIVERY, HANDOVER AND REGISTRATION

- 9.1 Your Car will be delivered to your Retailer and unless otherwise agreed, the pick-up location will be the premises of the Retailer.
- 9.2 The estimated delivery date for your Car (*i.e.* the estimated date you will be able to pick-up your Car from the Retailer) will be displayed online before you place your order. You will also receive a separate e-mail with the estimated delivery time for your Car and you will also be able to follow the status of your Order online. Closer to the actual delivery of your Car, the Retailer will reach out to you to agree the exact delivery date.
- 9.3 We will hand over the Car to you (for the avoidance of doubt, we will not handover the Car to anybody else) on the agreed delivery date provided that:
- you have fully paid the Price, or arranged with a Finance Company as set out in Section 8, and paid the Deposit in full (if applicable) in accordance with Section 7.1;
  - you have provided us a utility bill;
  - you have shown us your valid driving licence and/or other valid photographic ID; and
  - you have signed the handover protocol document.
- 9.4 Once we handed over the Car to you, in accordance with section 9.3, the Car will be deemed delivered to you (the "**Time of Delivery**") and the risk of the Car has been legally transferred to you. We will duly register your Car in the national vehicle register.

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- 9.5 In the event we are unable to agree a pick-up date with you within fourteen (14) days from the date our Retailer first tried to contact you for this purpose or you fail to pick up your Car at an agreed date, you will be required to pay an additional charge of £20 per day towards our costs of storing and insuring the Car.

## **10. CHANGES AND THE RIGHTS VOLVO GIVE YOU TO CANCEL**

- 10.1 If you want to change your Order, please contact our Customer Relation Centre within fourteen (14) days from receiving the Order Confirmation (please note that changes may have an impact on the delivery time and the price of the Car). Any change will be subject to our written approval (as set out in Section 18). Once agreed by us, your Contract will be updated and will amend the Order Specification received in your Order Confirmation. You will not be able to make any change to your Order after fourteen (14) days from receiving the Order Confirmation (however please note that this does not affect your right of cancellation under Section 11).
- 10.2 We reserve the right to (i) slightly change the specification of your Car provided that the change is insignificant, and/or (ii) amend the specification of the Car if required by any applicable statutory or regulatory requirement, we will notify you in any such event.
- 10.3 In the event we need to amend your Order Specification due to an event or circumstances outside our control (such as shortage of certain car parts/components) or if we become aware of an error on our webpage which affects your Order, we will provide reasonable notice to you of the circumstances. In the event we cannot agree with you on an order change, both you and Volvo Cars have the right to terminate this Contract with immediate effect before you have taken delivery of your Car.
- 10.4 If you would like to cancel your Order due to circumstances in Section 10.3 prior to taking delivery of the Car you need to send a written notification to our Customer Relation Centre.

## **11. ADDITIONAL RIGHT TO CANCEL UNDER THE LAW**

- 11.1 If the Contract has been concluded online or outside our Retailer's premises, you have a legal right to withdraw from or cancel (hereafter jointly referred to as "right of withdrawal", "right to withdraw" etc) your Contract by clearly stating this to our Customer Relation Centre (see Section 18). This right of withdrawal applies from the date we and you enter into the Contract (see Section 5.2) and expires fourteen (14) days from the Time of Delivery of the Car. If you would like to invoke your right to withdraw you may – but you do not have to – use the standard template for exercise of the right of withdrawal as set out in Appendix 1.
- 11.2 If you have exercised your right to withdraw and sent us a valid notification thereof you shall within fourteen (14) days thereafter return the Car and the V5 log book (including all original equipment and any parts and accessories that came with the Car), at your own expense, to the Retailer.
- 11.3 Subject to Section 11.4, we will refund the paid Price as soon as possible and, in any case, within fourteen (14) days of you returning the Car and the log book (and all original equipment and any parts and accessories that came with the Car) to our Retailer in

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accordance with Section 11.2. The Car shall also be returned free and clear of any charge, claim or encumbrance.

- 11.4 Notwithstanding what is stated in Section 11.3, if you have used the Car to a greater extent than necessary in order to ascertain its characteristics and/or functions we reserve the right to deduct an amount equal to the diminished value of the Car from the amount to be refunded to you. For further information on this, please go to our FAQ - <https://www.volvocars.com/uk/car-finance/faq/purchase/> and read more about what we consider reasonable use of the Car. In the event the Car comes back to the Retailer with any damage we will also deduct an amount equivalent to the costs for fixing such damage. The Retailer will inspect your Car as soon as possible after you have returned it.
- 11.5 We will refund the Price paid (less any reductions in accordance with Section 11.4) through the same means as used when paying for the Car. We reserve the right to withhold the payment until we have received all reasonably requested information, such as bank details, from you in order to proceed with the refund.
- 11.6 Once you have returned the Car, the return process is final and may not be revoked.
- 11.7 You are responsible for paying any fees (including tickets and fines), applicable taxes and/or charges related to the car while the Car was in your possession.

## **12. LIABILITY**

- 12.1 We are responsible for ensuring that the Car conforms with the provisions of the Contract with respect to type, quality and other characteristics stated in the specifications that we have provided. Where this is not the case, such deficiencies will be regarded as a "non-conformity".
- 12.2 As a consumer you have legal rights under applicable consumer legislation in the event the Car is deemed to be defective. Nothing in this Contract excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot be lawfully excluded, restricted or modified.
- 12.3 We are liable to you for any non-conformity of the Car that exists at the Time of Delivery of the Car and that manifests itself within a period of three (3) years from the delivery.
- 12.4 You should do your best to check that the Car conforms with the provisions of this Contract especially in respect of quality or condition of the Car or our failure to meet the specification, and if you notice any non-conformity, this should be notified to our Customer Relation Centre in writing within a period of six (6) months from the moment you discovered the non-conformity.
- 12.5 Where any valid non-conformity in respect of the Car (which is based on any defect in the quality or condition of the Car or our failure to meet the specification) is notified to us in accordance with Section 12.4, you shall generally be entitled to the following:

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- (a) where the non-conformity is brought to our attention within thirty (30) days of the Time of Delivery and where the Car was non-conforming at the Time of Delivery, a refund for the Price of the Car;
  - (b) where the non-conformity is brought to our attention within six (6) months of the Time of Delivery, either a replacement Car or a right for the Car to be repaired free of charge (unless either a replacement or a repair is impossible or disproportionate, in which case the other remedy will apply), noting that where neither is possible, you are generally entitled to a refund of the Price of the Car or a reduction of the Price; and
  - (c) where the non-conformity is brought to our attention after six (6) months of the Time of Delivery and where the Car was non-conforming at the Time of Delivery, either a replacement Car or a right for the Car to be repaired free of charge (unless either a replacement or a repair is impossible or disproportionate, in which case the other remedy will apply), noting that where neither is possible, you are generally entitled to a refund of the Price of the Car or a reduction of the Price.
- 12.6 If either we or you are in breach of this Contract, neither of us will be responsible for any losses that the other suffers as a result, except those losses which are a reasonably foreseeable consequence of the breach.
- 12.7 We shall not be liable or be deemed to be in breach of this Contract for reason of any delay in performing or any failure to perform, any of our obligations under this Contract, if the delay or failure was due to any cause beyond our reasonable control (e.g. war, natural disasters, pandemics and lock-downs). We always strive to keep delivery times as short as possible, but please note that such circumstances may cause delays compared to the estimated delivery times earlier communicated from us (because the factory building your Car and/or the logistics chain intended to transport your Car to our Retailer have been negatively affected).
- 12.8 This Contract does not exclude or limit our liability (if any) for any losses suffered as a result of: (i) death or personal injury caused by our negligence; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any matter which it would be unlawful for us to exclude or attempt to exclude our liability.
- 12.9 Your Car contains certain software services, we may from time to time provide security updates and other updates that are required to be installed in order for the software services to continue to function as intended, either by way of remote over-the-air update or by way of manually installed updates that require you to bring the car to an authorised repairer of Volvo Cars. If you do not install such updates within the prescribed time period or such other time period set out under law, we will not have any liability for faults or errors caused by the omitted installation. We are not responsible where a software service is not available, has reduced or impacted availability or operation due to reasons beyond our reasonable control such as connectivity, geographic, or topographic conditions (such as remote locations, underground parking, tall buildings, hills or tunnels), third party services or products, damage to or your failure to maintain the car or the equipment in good working order or install required updates.

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### **13. VOLVO WARRANTY**

In addition to your legal rights, the Car comes with the warranties set out here - <https://www.volvocars.com/uk/own/maintenance/volvo-warranty>. The warranty is also described in the warranty manual that comes with the Car.

### **14. INSURANCE**

We will introduce you to our insurance partner, who can arrange complimentary driveaway insurance, subject to acceptance criteria from the insurer being met. After the complimentary driveaway insurance having ended you either choose to continue with the fully flexible monthly Volvo Car Insurance or choose to use your own insurance cover. Details on the complimentary driveaway insurance can be found here - [volvocarsinsurance.co.uk/driveaway/](https://www.volvocarsinsurance.co.uk/driveaway/).

### **15. ROADSIDE ASSISTANCE**

Your Car comes with our roadside assistance service. A description of the services included in the Price is available here - <https://www.volvocars.com/uk/own/maintenance/volvo-assistance>.

### **16. VOLVO ID**

In order to access and/or use certain digital/connected services in relation your Car you or the main driver of the Car will need a Volvo ID, which you can obtain through our digital channels, unless you already have one.

### **17. DIGITAL SERVICE PACKAGE**

- 17.1 Your Car comes with the digital service package which is further described in your car specification. The initial subscription term for the digital services is set out in your car specification and is included in the purchase price for your Car. The digital services are governed by separate Volvo Cars Terms of Services that you can find here - <https://www.volvocars.com/uk/legal/terms/terms-services> and in the Volvo Cars app. Please note that to activate and get access to some digital services that are being provided by a third-party service provider (that is not an entity within Volvo Car Group) you will have to separately accept the terms and conditions of such third party.
- 17.2 After the initial subscription period has ended, you will be offered to prolong or renew the digital services in your Car as a separate subscription, for which you will need to pay ongoing subscription fees, if you wish to continue using them. If you choose not to prolong or renew the digital services they will be turned off. This may also affect the functionality of other car applications and third party services and applications. You will however still be able to use the smartphone integration in the Car, FM radio and connect your mobile phone via Bluetooth. Other services will continue to run, if you do not renew the digital services, such as software updates, connected safety features, emergency call, breakdown call services etc.

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- 17.3 Your digital services package comes with internet access services to enable you to fully enjoy the use of your Car. Please note that we apply a fair data usage policy (that you can find in the owners-manual of your Car) in terms of data consumption. We reserve the right to suspend or limit your access to or use of such internet access services if your data usage is very high and disproportionate in relation to other users. This may affect the performance of the digital services. The legitimate use of the internet access services for this purpose will not breach our fair usage policy, however, you must not use the internet access services in an excessive or unreasonable manner.

## **18. PROCESSING OF PERSONAL DATA**

All processing of your personal data will take place in accordance with applicable legislation. To understand how your personal data is used by us, please review our Privacy Policy and any applicable privacy notices, which you can find on our website, <https://www.volvocars.com/uk/legal/privacy>.

## **19. NOTICES**

All notices under the Contract shall be sent through (i) email, and shall be deemed to have been delivered upon the time of transmission, and/or (ii) regular post, and shall be deemed to have been delivered two (2) days from postage date to the following addresses:

### **Volvo Car UK Limited**

[volvo-support@volvocars.com](mailto:volvo-support@volvocars.com)

Volvo Car UK, Scandinavia House, Norreys Drive, Maidenhead, SL6 4FL

### **To you**

To the email and or post address provided by you to us.

## **20. OTHER GENERAL THINGS YOU NEED TO KNOW**

- 20.1 If either us or you decide not to enforce this Contract in respect of the other person's breach of the terms of the Contract, such decision shall be communicated to the other party in writing and shall not be considered as a waiver of any subsequent breach of the same or of any other provision. In addition, failure by either us or you to enforce any term of this Contract at any time or for any period shall not be a waiver of them or of the right at any time subsequently to enforce all of them.
- 20.2 We may assign or transfer our rights and obligations under this Contract to another company. We will let you know if this happens and make sure that the transfer will not reduce your contractual rights. In the event you transfer your rights under this Contract to another person, and that other person wishes to rely on any term in this Contract, you and/or that other person may be required to provide us with reasonable evidence that such transfer was validly made.
- 20.3 The Contract is for the benefit of you and Volvo Car UK Limited, and no term of it will be enforceable by any other person that is not a party to it.

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- 20.4 If any term of this Contract should be found invalid, you and we agree that the other terms of this Contract will remain valid and unaffected.
- 20.5 Please note that we comply with the applicable code of conduct operated by the British Vehicle Rental and Leasing Association (“**BVRLA**”) and The Motor Ombudsman (“**TMO**”). These codes set out the standards that all BVRLA and TMO members must adhere to and provide you with the reassurance that we are a company committed to delivering the highest industry standards.

## 21. COMPLAINTS

- 21.1 If we do not give the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again. You can do this by contacting our Customer Relations Centre, using the contact details below providing us with details of your complaint.

Email: [volvo-support@volvocars.com](mailto:volvo-support@volvocars.com)  
Phone: 01628 422 522

- 21.2 If we disagree on an issue and you feel that we have not provided a satisfactory solution, you may use the BVRLA Trading Standards Institute-approved alternative dispute resolution or the TMO’s in-house automotive dispute resolution service. For further information, please see here <https://www.bvrla.co.uk/consumer-advice/making-a-complaint-adr.html> - and <https://www.themotorombudsman.org/consumers/make-a-complaint>

## 22. GOVERNING LAW AND JURISDICTION

- 22.1 The Contract and any dispute or claim out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall:
- (a) *if you live in England and Wales*, be governed by and construed in accordance with the laws of England and Wales and the competent courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims), or
  - (b) *if you live in Scotland*, be governed by and construed in accordance with the laws of Scotland, and the competent courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims), or
  - (c) *if you live in Northern Ireland*, be governed by and construed in accordance with the laws of Northern Ireland, and the competent courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

\* \* \* \* \*

Volvo Car UK Limited, registered in England and Wales under company number 02281044. Registered office: Scandinavia House, Norreys Drive, Maidenhead, Berkshire, SL6 4FL. Volvo Car UK Limited authorised and regulated by the Financial Conduct Authority, Firm Reference No. 678616.

Volvo Car UK Insurance is arranged and administered by Wrisk Transfer Limited, registered in England and Wales under company number 10657213. Registered office: 45 Gresham Street, London, EC2V 7BG. Wrisk Transfer Limited authorised and regulated by the Financial Conduct Authority, Firm reference No. 788062. The FCA’s register can be checked for details of their permissions, history and contact details.  
June 2023

## Appendix 1 - Model Cancellation Form

(Complete and return this form by post or email only if you wish to withdraw from the contract)

To: Volvo Car UK Limited, Scandinavia House, Norreys Drive, Maidenhead, SL6 4FL, or by email: [volvo-support@volvocars.com](mailto:volvo-support@volvocars.com).

I hereby give notice that I cancel my Contract with Volvo Car UK Limited regarding purchase of the Volvo [insert car model] with car registration number:

I received the car on this date:

Name of consumer:

Address of consumer:

Signature of consumer(s) (only if this form is notified on paper):

Date:

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