

## CARE BY VOLVO TERMS AND CONDITIONS

Welcome to Care by Volvo! These are our terms and conditions that apply to our Care by Volvo offering (the “**Terms**”). Please read them carefully before you complete your subscription order – whilst we appreciate this isn’t always the most enjoyable activity, it’s an important part of the order process.

We refer to these Terms together with a regulated hire agreement as your **Hire Agreement**. You will need to sign the regulated hire agreement headed ‘*Hire Agreement regulated by the Consumer Credit Act 1974*’ as part of the application process. You should read the Hire Agreement which includes these Terms together in their entirety to find out more about how much you have to pay, as well as your rights and duties.

Care by Volvo is a car subscription product. This means, first of all, that we will provide you with a car for your use during your subscription. But there’s more – your subscription includes many other services around the car, which are designed to make your life easier. Please note that whenever we say “**car**” in these Terms, we mean the subscription car which you are currently driving, unless we state otherwise, which you may or may not change throughout your subscription in accordance with these Terms.

We have kept these Terms as short as possible. Yet, there are a number of things you need to know and agree to before we get started. To make it easier we have divided these Terms in four parts: the first part tells you the general subscription terms, followed by more specific rules on the use of your car in the second part. The third part is about the Care by Volvo services included in your subscription. Finally, the last part contains special terms which only apply if you subscribe as a business.

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 otherwise have some questions.

### **PART 1 – YOUR CARE BY VOLVO SUBSCRIPTION**

#### **1. WE ARE CARE BY VOLVO**

- 1.1 Care by Volvo is part of Volvo Car UK Limited, which is part of the Volvo Car Group. Our registered address is at Scandinavia House, Norreys Drive, Maidenhead, SL6 4FL (“**we**”, “**our**”, “**us**”). We are your contractual partner offering and operating your Care by Volvo subscription and services.
- 1.2 You can contact us through our Customer Relations Centre; our contact details are [carebyvolvo-uk@volvocars.com](mailto:carebyvolvo-uk@volvocars.com) / 0800 0318065.

#### **2. WHAT WE EXPECT FROM YOU**

- 2.1 You confirm that you are an individual above the age of 18 and resident in the UK.
- 2.2 You confirm that all the details you provide to us in your subscription order are true and correct. We may seek proof of your address as part of your initial application.

2.3 You 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 Car to any such sanctioned person, or to any person located in a country or territory which is, or whose government is, the subject of comprehensive sanctions, currently 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. If at any time this turns out not to be true, your Order will be 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. HOW YOU SUBSCRIBE

3.1 Subscribing to Care by Volvo is an online process through Volvo Cars' digital channels.

3.2 To complete your subscription order, you will need to fill in all required information on Volvo Cars' digital channels, confirm that you have read these Terms (which you will do online before you can place your order) and sign the document headed '*Hire Agreement regulated by the Consumer Credit Act 1974*'. We may ask you for additional information during the creditworthiness and affordability check. If you are unable to provide us with this information within five days, your order may be cancelled. Upon the submission of your completed subscription order, we will send you an email (i) confirming receipt of your order and (ii) attach a copy of the Hire Agreement which includes these Terms for you to review and sign before returning it to us. If you are unable to sign and return the Hire Agreement within three working days your order may be cancelled (in which case you will need to resubmit your order).

3.3 Once (and not before) we have received your signed Hire Agreement we will have a binding contract with you. We may in our sole discretion choose not to accept your subscription order if, for example, the results of your credit check and ID verification do not meet our minimum requirements. Upon such confirmation and acceptance, the subscription order, the Hire Agreement (including these Terms) and any details we agree with you in relation to the handover of the car shall become the subscription contract ("**Contract**").

3.4 You may withdraw your subscription order at any time before you have taken delivery of your first car. In this case, there will be no charges, and we will return the Prepayment (see section 4.4) to you.

3.5 We also have the right to terminate the Contract before you have taken delivery of your car, if (i) we have become aware of new information through our pre-delivery credit check that your creditworthiness has deteriorated since your initial credit check, or (ii) you do not agree to an order change of the car specification which is required due to circumstances outside our control (such as semi-conductor shortage), or (iii) we become aware of an error on our webpage which affects your subscription order and we cannot agree upon a correction. If we terminate the Contract, we will follow any process and serve any notice required by law.

3.6 The price for your car is stated online and confirmed in the subscription order and the Contract (the “**Price**”). The Price includes delivery according to Section 11, Vehicle Excise Duty (if applicable), the first registration fee and registration in accordance with Section 9.2. It also includes VAT and the services mentioned in these Terms. 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 subscription 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 the event you want to cancel your subscription order as a result of such price increase, please see Section 3.4.

#### 4. **WHAT AND HOW YOU PAY**

4.1 Your monthly subscription fee covers the provision of your car and all other services included in your Care by Volvo subscription. Insurance, fuel, and other regular consumables (for example washer fluid and Adblue), as well as toll or congestion charges are not included. With regards to insurance costs, please see section 14.

4.2 In certain events or for certain additional services you may have to pay additional charges – these charges are described in Appendix 1.

4.3 You will pay your subscription fees (also called monthly payments in the Hire Agreement which includes these Terms) and other charges by Direct Debit. We will request your bank details to set the Direct Debit up and send you a copy of the Direct Debit mandate for your records. Please make sure to renew the mandate if your bank details change. It is important that you ensure, on a monthly basis, that the balance on your bank account covers the subscription amount including possible additional charges payable during your subscription, such as fines and charges, in accordance with Appendix 1 of these Terms. We will let you know in advance of the payment date if any such charges apply.

4.4 During the application process you provided card details for the payment of the advance payment (“**Prepayment**”) set out in the Hire Agreement. Those funds will be held in your account pending approval of your application. During this period you will not be able to use those funds for other purposes. Once your application is approved, that Prepayment is debited from the account connected to the card details you provided and paid to us using those card details.

4.5 The Prepayment is equal to your normal monthly subscription fee. This will cover your hire of the car from the date you take delivery of it to the end of a full month after. The amount of your first monthly payment will depend on which date of the month you take delivery of your car. Further details of the payment process can be found in our FAQs - <https://www.volvocars.com/uk/care-by-volvo/faq/>.

4.6 All subsequent regular monthly payments are for the amount set out in the Hire Agreement and are due on the first working day of each subsequent calendar month until this Contract ends. A working day is a day other than a Saturday on which the banks in England and Wales are open for business. This means that each payment relates to your hire of the car in the calendar month which follows your payment. Any

additional charges or fines will be settled monthly in arrears (usually together with the subscription fee for the upcoming month). In the event we are unable to take your Prepayment, we reserve the right to terminate your subscription order.

## 5. **VOLVO ID**

In order to access your subscription and other services through the car you or the main driver of the car will need a Volvo ID which you can obtain online unless you already have one. The Volvo ID is administered by the Volvo Car Group, so it is not governed by these Terms. It is instead governed by separate terms and conditions which can be found here - <https://www.volvocars.com/uk/support/topics/legal-documents/terms-and-conditions/volvo-cars-terms-of-services>.

## 6. **YOUR SUBSCRIPTION**

- 6.1 Your subscription will start on the date you take delivery of your first car.
- 6.2 If you have signed up for a subscription with a flexible term (as stated in your order confirmation), you may, terminate your subscription whenever you want after you have taken delivery of your car, provided you notify us at least three months in advance. For the avoidance of doubt, your subscription will continue during the three month termination notice period, and so you will be required to pay the subscription fee, and any other applicable additional charges listed in Appendix 1 of these Terms during this period.
- 6.3 In the event you have signed up for a subscription with a fixed term (as stated in your order confirmation), your subscription will last until the end of such term. If you would like to terminate your subscription beforehand, you will be required to pay a percentage of the remaining monthly fees during the agreed subscription term as set out in the Key Financial Information section of the Hire Agreement and Appendix 1 of these Terms. This will be in addition to any outstanding amounts related to your subscription.
- 6.4 In the event you have signed up for a subscription with a flexible term (as stated in your order confirmation), your subscription will run for a maximum of five years unless you switch your car (as described in section 10), in which case your subscription will continue for another five years from the date the switch takes effect (*i.e.* the date you receive your new car), or we agree otherwise. Remember however that you may terminate your subscription whenever you want after you have taken delivery of your car, provided you notify us at least three months in advance.
- 6.5 Your rights to withdraw or cancel your subscription as set out in this section 6 are in addition to any other rights to terminate the Contract (for instance your legal right to cancel within the first 14 days from entering into this Contract, or if we commit a serious breach of the Contract or you choose to terminate in accordance with sections 6.2 and 6.3).
- 6.6 As you may know, consumer protection law sometimes includes a right to cancel a contract within 14 days from the date of delivery of a good or product. This doesn't, however, apply to vehicle rental contracts which have a specific rental period (as is the case with this Contract).

- 6.7 If you materially breach the terms of the Contract, for example, you do not hold valid insurance as set out in section 14, or act illegally in a way that we cannot reasonably be expected to continue the provision of our services to you we may terminate this Contract and claim any damages, losses or expenses. This may be the case, for example, if you fail to pay us despite our warnings (we reserve the right to refer unpaid invoice(s) to our business partner if payment has not been received within 30 days of your payment being due) or if you materially violate the do's and don'ts regarding the use of the car in section 13. We may also terminate this Contract if, before you have taken delivery of your car, we have become aware of new information that your credit worthiness has deteriorated compared to your initial credit check.
- 6.8 If this Contract ends in accordance with section 6.7 you shall, without delay, return your car to us. In case you don't, we may – ourselves or through one of our business partners – take back the car. If the Contract ends in accordance with section 6.6 you will be required to pay any outstanding payments and (i) in the event your subscription is a flexible subscription, an amount corresponding to three months' subscription fees or (ii) in the event you have signed up for a contract with a fixed term, a percentage of the remaining subscription fees as if you had terminated the Contract yourself according to section 6.3. You may also be required to compensate us for any losses that we have suffered due to the cancellation of your Contract, such as costs related to repossession of the car and debt collection.
- 6.9 It is your responsibility to keep the contact details we hold on you up to date. Please contact our Customer Relations Centre, using the contact details in section 1.2, if you change your residential address, phone number or email address.

## 7. OTHER GENERAL THINGS YOU NEED TO KNOW

- 7.1 We are responsible for the personal data processed in connection with your subscription. All processing will take place in accordance with applicable legislation concerning the processing of personal data as well as our Privacy Policy which you can find on our website - <https://www.volvocars.com/uk/legal/privacy>.
- 7.2 We may change the terms of this Contract (and also the other documents referred to herein) as well as your monthly subscription fee (for example if the relevant tax rules change) as follows:
- at any time if the changes are essentially to your advantage. This may be the case, for example, if we add further service offers to your Care by Volvo subscription – you may then choose to use such new services subject to certain terms which we will add in Part 3 below. We will tell you in advance if this happens;
  - at any time if the changes are to reflect changes in relevant laws and regulatory requirements, VAT rate changes or implement minor changes to your subscription and/or the services. We will tell you in advance if this happens; and
  - in all other cases, by informing you at least three months in advance of the date from which the changes shall apply to this Contract. If you don't tell us you are

not happy with the changes in this time period, we will assume that you are happy to proceed with the changes (but don't worry, we will remind you of this when we inform you about the intended changes). If you do not accept the changes, you may terminate this Contract as of the effective date of the changes. You will receive a refund of any subscription fees paid in relation to the period after the date you returned your car to us.

- 7.3 We may transfer any or all of 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.
- 7.4 The laws of England and Wales govern this Contract. In the case of a dispute, you (or we) can bring legal proceedings in the competent English courts only, unless:
- you live in Scotland, in which case you can bring legal proceedings in respect of the products in either the Scottish or the English courts; or
  - you live in Northern Ireland, in which case you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 7.5 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 in section 1.2 and providing us with details of your complaint. We will acknowledge any formal complaint within five (5) working days and provide a final response in writing within eight (8) weeks).
- 7.6 If you are not happy with the way that we deal with your complaint in relation to this Contract or insurance, you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).
- 7.7 Please note that we comply with the applicable code of conduct operated by the 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. 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>.
- 7.8 Any waiver by us or you of any breach of the terms of this Contract by the other shall be in writing and shall not be considered as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either us or you to enforce or at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.

- 7.9 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 the obligations under it, 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 the Volvo retailer have been negatively affected).
- 7.10 This Contract is for the benefit of you and Volvo Car UK Limited t/a Care by Volvo, and no term of it will be enforceable by any other person that is not a party to it including any enforcement through the Contracts (Rights of Third Parties) Act 1999.
- 7.11 If any term of this Contract should be found invalid, you and we agree that the other terms of it will remain valid and unaffected.
- 8. HOW WE ARE AUTHORISED**
- 8.1 We are authorised and regulated for consumer hire by the Financial Conduct Authority, firm registration number 918625.
- 8.2 For insurance undertakings we are an appointed representative of Lloyd Latchford Group Limited which is authorised and regulated by the Financial Conduct Authority. Lloyd Latchford Group Limited has firm registration number 496330.
- 8.3 You can check these details by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 12 Endeavour Square, London, E20 1JN.

## **PART 2 – OUR PROVISION AND YOUR USE OF YOUR CAR**

This part of the Contract is about your subscription car, that is the car you have selected in your initial subscription order or the car you chose when you have switched your car as described in section 10.

- 9. YOUR CAR**
- 9.1 When you subscribe to Care by Volvo, you may either configure your new car or choose a pre-built car. In the event you configure your new car, the configured car will be specified in your accepted subscription order. Images of cars on our website are for illustrative purpose only and may slightly vary from the actual car (for example with respect to colour and accessories).
- 9.2 We remain the owner and registered keeper of the car and we don't offer the option to purchase the car at the end of your subscription. We will take care of your car's registration and vehicle tax.

9.3 Your subscription comes with an annual base mileage allowance (which will be proportionally adjusted depending on how long you keep your car). You may request a change of your mileage allowance if you foresee that you will not end up at the agreed mileage level (we may also contact you to offer a change in your mileage allowance). A change will trigger an adjustment of the subscription fee and a new Hire Agreement. Please contact the Customer Relations Centre in the event you want to change your mileage allowance or if you have any other question in relation to the mileage allowance. If you have exceeded your agreed aggregate mileage when you return the car to us, you will be required to pay an additional charge as described in the Key Financial Information section of the Hire Agreement and Appendix 1 of these Terms. We may also check the mileage during your subscription. Further information on mileage changes can be found in our [FAQ](#).

## 10. SWITCH OF CAR (NOT APPLICABLE TO FIXED TERM SUBSCRIPTIONS)

- 10.1 You may, upon request, switch your car at any point during your subscription so long as you have had your current car for at least three months. Depending on the availability of the car you would like to switch to, the switch may take three months or more to achieve. Your subscription fee will be adjusted to match the car you are switching to, and you will need to sign a new hire agreement. A switch will only be binding once (and not before) you sign the agreement, and we confirm by email. It is only possible to request a switch if (a) you are in possession of your current subscription car and (b) at least three months have passed from when you received your current subscription car. For the avoidance of doubt, you will keep your current subscription car until you receive the new car that you have switched to and your subscription fee will only change once you have received your new car. You can only have one switch active at any time and you will be asked to sign a new Hire Agreement.
- 10.2 Care by Volvo reserves the right to carry out further credit checks in the event you request a switch. If we receive a negative credit check result or there is otherwise a reasonable cause, Care by Volvo shall be entitled to reject your request for a switch. In such a situation, we may also reach out to you to discuss if your current subscription is an appropriate mobility offer for you.

## 11. DELIVERY AND HANDOVER

- 11.1 You will get an estimated delivery date for any car that you have ordered in relation to your subscription. We will then, closer to the actual delivery, agree the exact delivery date with you and confirm the pick-up location. You must agree a delivery date with us within 14 days of us first trying to contact you for the purposes of agreeing a delivery date. You must pick up your car on the delivery date we have agreed.
- 11.2 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 we have received the Prepayment and on handover you:
- present your valid driving licence (and allow us to make a copy of it), or in the event you do not have a driving licence or your driving licence does not act as a valid photo ID, present your current signed passport;

- provide a utility bill issued within the last three months in the event your driving licence does not show your residential address; and
  - sign the handover protocol document.
- 11.3 In the event we are unable to agree a delivery date with you within 14 days from the date we first try to contact you for this purpose or you fail to pick up your car on the agreed delivery date, you will be liable to pay the fee set out in the Key Information section of the Hire Agreement and in Appendix 1 of these Terms.
- 11.4 If you haven't picked up the car within seven (7) days after the agreed delivery date we may terminate your Contract and keep your Prepayment. The same applies if you haven't picked up the car within 30 days from the date our retailer first tried to contact you to agree a delivery date.
- 11.5 In the event you switch your car in accordance with section 10, the car being returned is to be returned at the same time and address agreed for the delivery of the new car and in accordance with section 17 below.

## 12. **WHO MAY DRIVE**

- 12.1 Anyone who holds a full or provisional (or equivalent) valid driving licence which is accepted in the United Kingdom may drive the car provided that he/she is named on an applicable fully comprehensive insurance policy which allows the driver to drive the car. However, you will be responsible for ensuring that all drivers comply with the terms of this Contract. Holders of a provisional valid driving licence may use the car, provided that such driving is not part of commercial driving lessons and they have full comprehensive insurance.
- 12.2 Under the circumstances that you are not lawfully allowed to drive for any reason, for example, you are banned from driving or if your driving licence is suspended, revoked or has expired, you must not drive the car and must notify us immediately.
- 12.3 Please make sure all drivers of the car are eligible to do so, and are aware of and adhere to the terms of this Contract, especially the do's and don'ts set out in section 13. You will be responsible for the actions of any driver you allow to drive your car as if they were your own actions.

## 13. **DO'S AND DON'TS**

- 13.1 You must (and ensure all drivers of the car must):
- comply with all applicable traffic and driving laws;
  - familiarise yourself with and adhere to the car's operating manuals, instructions and recommendations;
  - always handle the car with care and consideration and take all reasonable precautions against theft and damage;

- in the event of any kind of accident or damage, report this to us without delay and to your insurer in accordance with your insurance provider's requirements and ensure that such damage is repaired at a Volvo Cars authorised workshop;
- in the event of a break-in, theft or collision, please contact us and consult with the police without delay and make sure that all relevant information and documentation is collected and secured;
- in the event of a breakdown, please press the On Call button in your car to connect directly with a Volvo service representative. You must let us know as soon as you become aware of any defect or damage to the car; and
- contact us without delay in the event you discover any other damage or defects with the car or if you have any concerns as to its roadworthiness.

13.2 You must not (and ensure all drivers of the car do not):

- use the car for any illegal purposes or any purpose or any matter which would invalidate the insurance or would not be covered by the insurance;
- drive the car off-road or on any roads that are not designed for a car;
- use the car for motor racing, driving school exercises, car rental, car sharing services or transportation services (whether of passengers or goods);
- drive the car if you are not fit to do so, in particular, due to the influence of alcohol, other drugs or pharmaceuticals, or due to illness. You must, in any case adhere to applicable legal limits;
- smoke or vape – or let anybody smoke or vape – in the car;
- use the car to store or transport any highly flammable, toxic, or other dangerous substances;
- sell, rent or dispose of the car or any of its parts, or give anyone any legal rights over the car; or
- make modifications or repairs to the car, or instruct others to do so, without our consent.

13.3 In addition to driving the car in the United Kingdom, you may also drive the car in the European Union, Iceland, Liechtenstein and Norway. If you want to drive the car outside these countries, you will need to obtain the required documentation, including proof of insurance, and written permission from us. For further information on obtaining the required documentation can be found in our FAQs <https://www.volvocars.com/uk/care-by-volvo/faq/>.

## 14. **INSURANCE**

### ***Care by Volvo's Insurance***

- 14.1 Throughout your subscription period, you are required to hold fully comprehensive insurance to cover you and any other entitled individual to drive your car in accordance with these terms of this Contract.
- 14.2 Upon receiving your order confirmation, we will introduce you to our insurance partner, who can arrange temporary complimentary comprehensive insurance for the first seven (7) days of your subscription, subject to acceptance criteria from the insurer being met. Details on how to register for this complimentary insurance can be found here - <https://www.cbvinsurance.co.uk/>.
- 14.3 If you would like to continue using the insurance cover mentioned in section 14.2 after the first seven (7) days, please accept your individual insurance quote (which will be sent to you by our insurance partner) before the end of the seven (7) days.

#### ***Customer's own Insurance***

- 14.4 If you don't want to continue to use the insurance cover mentioned in section 14.2 after the end of the first seven (7) days and instead want to switch to your own insurance thereafter (or indeed use your own insurance from the start of your subscription), your own insurance must be fully comprehensive in relation to the car and you must: (i) inform your insurer that you are neither the owner or registered keeper of the car; and (ii) ensure Volvo Car UK Limited is named as loss payee in the policy. In the event of a total loss of your car, you must ensure that your insurer will compensate us (*i.e.* Volvo Car UK Limited) for the market value of the car.
- 14.5 If you decide to take out your own insurance policy, you must ensure that your own fully comprehensive insurance:
- allows for Volvo Car main retailers/authorised repairers to be used exclusively for insurance-related repairs of all Care by Volvo subscription cars, using only Volvo Car genuine parts. Exceptions may apply, for example due to geographical circumstances in certain occasions, but these are subject to approval by us;
  - covers accidental damage (*i.e.* if your car is damaged by accident, vandalism or malicious damage, including standard accessories on it);
  - covers damage to windscreen and windows (including possible glass sunroof);
  - covers fire & theft damages (if your car is lost or damaged by fire, lightning, explosion, theft or attempted theft, including standard accessories on it);
  - covers third party liability cover (*i.e.* damages to other vehicles, damages to property and injury to other people or animals);
  - includes misfuelling cover (at least compensation for draining and cleaning the fuel tank at the filling station, or after being towed to a repairer);
  - is in your name (*i.e.* you are the main policyholder); and

- starts on or before the delivery date of your car and is in place at all times during your subscription until the car is returned to us.
- 14.6 You are responsible for making sure that your own insurance policy contains accurate information of the car, its ownership and drivers, such as license plate number, car specification (e.g. engine type, equipment specification etc.) and named drivers on the policy.
- 14.7 We would also recommend that your own insurance includes a courtesy car (if not included, you may need to pay for a courtesy car when required in an insurance case if the reason for a courtesy car is not linked to a fault with the car); please also see section 19.4.
- 14.8 Upon collecting your car, you will be required to inform us of your insurance provider and confirm that your insurance policy complies with this section 14.

## 15. YOUR LIABILITY

- 15.1 In the event your insurance policy is invalidated or does not cover any losses, such as damage, theft or total loss of the car, you shall be liable for all such losses.
- 15.2 You will be responsible to us for the actions of any driver you allow to drive the car as if they were your own actions.
- 15.3 You are responsible for all fines, charges and court costs, including traffic, congestion charges, parking, speeding or other offences during your subscription (even if they are not incurred by you). If tickets, fines or charges are addressed to us, we may disclose your personal data to the relevant authority in order for such tickets, fines or charges to be paid by you or one of your drivers. If we get involved in administrative or criminal proceedings you will pay our charges as described in Appendix 1 of these Terms. You will further indemnify us if we incur additional costs as a result of the violation. Please note that invoices based on this section 15.3 may be sent to you after the end of the subscription period.

## 16. OUR LIABILITY

- 16.1 If the car develops a defect which materially impairs your use of the car, and such defect is not as a result of your misuse, we will repair or – at our choice – replace the car. You must let us know as soon as you become aware of any defect or damage to the car. You may have a right to a courtesy car as stated in section 19.
- 16.2 In the event we breach the Contract, we shall only be liable for foreseeable direct losses or damages you suffer that are a foreseeable result of our breach of the Contract. We shall have no liability for any other losses or damages (including indirect and/or consequential).
- 16.3 Our aggregate liability for all claims arising out of or in connection with the Contract shall in no event exceed six times the monthly subscription fee.

- 16.4 In case you have any claim against us, please let us know about it as soon as you are able after you become aware of it. If you are not sure about whether you should let us know, please seek legal advice.
- 16.5 Nothing in this Contract shall exclude or restrict our liability to you for death or personal injury caused by our negligence, for fraud and fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.
- 17. INSPECTION AND RETURN OF THE CAR**
- 17.1 We may at any time request to inspect the car in which case you will grant us reasonable access to the car.
- 17.2 When it comes to the return of your car (whether in the case of a switch or at the end of your subscription, or where the subscription is terminated for any other reason), we will agree with you in advance the exact date, time and location of the scheduled return. You must make the car available for hand over to us on the date, at the time and in the location agreed unless we agree alternative arrangements with you.
- 17.3 Please make sure that the car is ready to be returned on the agreed date. In particular, make sure that:
- all personal belongings are removed from the car (we don't assume any liability for the loss of property that is left in the car);
  - any insurance claims have been submitted;
  - any damage to the car has been reported, and such damages has been repaired at a Volvo Cars authorised workshop. You may be liable for necessary repair and maintenance costs to bring the car to a standard in line with any applicable industry standard relevant to the assessment of fair wear and tear. We will let you know what those standards are at the time of entering into this Contract. You can find out information about them during the term of this Contract by contacting the Customer Relations Centre;
  - the car and all accessories, keys and vehicle documents are returned; and
  - the car is in clean condition with any stickers, decals or signwriting removed.
- 17.4 In the event you do not comply with the return standards as set out in section 17.3, we reserve the right to reject the return of your car. Additional charges may apply as described in Appendix 1 of these Terms, for example, if returnable items have been lost or your car has been rejected on return.
- 17.5 Your obligations under this Contract will continue to apply until the car is returned to us. You will pay to us charges for delayed return as described in Appendix 1 of these Terms, unless we caused the delay.
- 17.6 If (i) you fail to return the car to us when required under these Terms, or (ii) you have breached this Contract significantly and/or repeatedly and have not engaged with us despite our efforts to contact you to discuss this, or (iii) we have terminated the

Contract with immediate effect as set out in these Terms, we have the right to immediately repossess the car. In such situation we may remotely connect with the car to immobilise the car from further use and/or to collect the GPS-location of the car in order to enable us, or our authorised partners, to repossess the car, as and when permitted by law. In doing so, we will comply with all applicable laws and guidance. You may have to pay us our reasonable costs incurred in connection with the steps we may take under this clause..

### **PART 3 – YOUR OTHER CARE BY VOLVO SERVICES**

More than just a car – this Part 3 sets out additional services, which are part of your Care by Volvo subscription in the United Kingdom. These services are not transferrable to another car and are not available without the car you are subscribing to under this Contract. For avoidance of doubt, please note that these services are not available outside of the United Kingdom except for Digital Services (section 18), the roadside assistance service (section 23) and the sim card for infotainment services (section 24).

#### **18. DIGITAL SERVICES**

- 18.1 During the term of the Contract, your subscription fee will also include the digital service package which is further described in your car specification. The digital services are governed by separate Volvo Cars Terms of Services that you can find here - [Volvo Cars Terms of Services | Volvo Cars](#) 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.
- 18.2 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.

#### **19. COURTESY CAR**

- 19.1 We will provide you with a courtesy car when you reasonably need one while your subscription car is being worked on at one of our authorised workshops. This only applies to workshop visits which have been approved by us in advance or if we ask you to book your car into the workshop (please let us know in advance if you require a courtesy car).
- 19.2 The availability of specific courtesy car models may vary, but we will try to provide you with a courtesy car that is close to the model of your subscription car.
- 19.3 You may be offered a 'Collection and Delivery' service whereby we will arrange for your car to be collected from and dropped back to an address of your choice for approved workshop visits instead of a courtesy car.

19.4 If you are involved in an insurance case, and your car needs to be repaired at an approved workshop, a courtesy car may be provided to you by your insurance provider. In this case, we cannot guarantee that the principles stated above in this section 19 will apply.

## 20. **SCHEDULED MAINTENANCE AND MANDATORY INSPECTIONS**

20.1 We will take care of scheduled maintenance and legally mandatory roadworthy inspections (*i.e.* MOT). Scheduled maintenance is conducted as per the recommendations of Volvo Cars as the car manufacturer. Mandatory inspections will take place as per applicable law. You will make the car available accordingly; the same applies if Volvo Cars as the car manufacturer initiates a recall or service campaign.

20.2 We will tell you in advance when scheduled maintenance and mandatory inspections become due. It is your responsibility to contact us if you receive any messages from us, in the car or via Volvo Cars app indicating that there is a need for maintenance, inspection, recall or any other required action. If you fail to contact us to book your car in for a scheduled maintenance service, inspection, recall or any other required action within one month of such notification or 1,000 miles (whichever occurs first), you have to pay an extra fee in accordance with Appendix 1 of these Terms.

## 21. **WHEELS AND TYRES**

21.1 Your car comes with wheels as stated in your Order Confirmation. Please also note that we work with different high-quality tyre manufacturers and your car will be equipped with tyres from one of these manufacturers. We have the right to exchange tyres that may have been communicated prior to delivery of your Car with equivalent tyres from the same or another tyre manufacturer.

21.2 Your subscription includes the replacement of tyres as necessary to maintain roadworthiness against normal wear and tear (excessive wear and tear of tyres caused by irresponsible driving is not covered nor is accidental damage, for example damage sustained to the tyre from driving through a pothole). In the event that you suffer a puncture, your subscription includes roadside assistance as set out in section 23.

21.3 We inspect the roadworthiness of tyres at each regular workshop visit for scheduled maintenance and replace or repair any tyres as necessary. In between the scheduled workshop visits, you remain responsible for regularly checking your tyres are roadworthy and complying with any legal requirements on tread depth. If you believe that there is a need for tyre replacement, please contact the Customer Relations Centre, using the contact details in section 1.2 above.

## 22. **WEAR AND TEAR NEEDS**

22.1 Your subscription covers regular wear and tear needs for all car parts, provided that the wear and tear is not due to improper use.

22.2 We check for the above-mentioned wear and tear needs at each regular workshop visit for scheduled maintenance and take care of the necessary maintenance. The authorised workshop will determine wear and tear in accordance with any applicable

industry standard relevant to the assessment of fair wear and tear. However, you remain responsible for regularly checking in between scheduled workshop visits for any wear and tear needs that may affect the roadworthiness of the car. If you believe that there is a need for wear and tear maintenance, please contact the Customer Relations Centre, using the contact details in section 1.2.

22.3 We will let you know what these wear and tear standards are in the handover email which you will receive before you collect your car. You can find out information about them during the term of this Contract by contacting the Customer Relations Centre

### 23. **ROADSIDE ASSISTANCE**

Your subscription includes our roadside assistance service. Further details can be found here [https://www.volvocars.com/images/v/-/media/applications/cbvqlobalselect/uk/pdfs/volvo\\_assistance.pdf](https://www.volvocars.com/images/v/-/media/applications/cbvqlobalselect/uk/pdfs/volvo_assistance.pdf).

### 24. **SIM CARD FOR INFOTAINMENT SERVICES**

Your subscription car may have a particular SIM card for infotainment services. If so, that service is brought to you by our telecommunication service partner and you will be required to agree to their terms and conditions in order to use the service. Your monthly allowance of infotainment data is set to cover most customers' need and we reserve the right to suspend your use of this service if your use involves very high volumes of data – please contact the Customer Relations Centre for details. You may only use the SIM card in your subscription car and are not permitted to use this elsewhere.

## **PART 4 – SPECIAL TERMS IF YOU SUBSCRIBE AS A BUSINESS**

### 25. **INTRODUCTION**

The following sections 25-33 of this Contract are only applicable for business customers, by which we mean all corporate entities, partnerships and sole traders unless:

- you are a sole trader or member of a partnership with less than four partners, you are entering into this Contract wholly or predominantly for your business purposes, and the total subscription fees under this Contract do not exceed £25,000 (in which case you will be treated as a consumer); or
- you are a sole trader or member of a partnership with less than four partners and you are entering into this Contract wholly or predominantly outside your trade, business, craft or profession (in which case you will be treated as a consumer); or
- you are not a body corporate legal entity (you must be a corporate legal entity to make an Order, eg. a limited company or LLP).

The term 'you' will refer to the legal entity Ordering the Car (or your approved driver where relevant, for example section 4) throughout these Terms.

If this Part 4 is relevant to you, all references to Hire Agreement in these Terms shall mean a non-regulated hire agreement. For the avoidance of doubt, the Consumer Credit Act 1974 and all other consumer legislation in the UK will not apply to you.

## 26. HOW YOU SUBSCRIBE

The following clause shall replace section 2:

*If you are a legal entity, to subscribe you must have an official registered office address in the United Kingdom. You confirm that all the details you provide to us in your Car order (the "Order") are true and correct. You 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 Car to any such sanctioned person, or to any person located in a country or territory which is, or whose government is, the subject of comprehensive sanctions, currently 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. If at any time this turns out not to be true, your Order will be 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.*

Please note that the individual signing the Contract with Adobe Sign in accordance with Section 2 has to be authorised to sign on your behalf or has a duly signed power of attorney from you (if this is not in place, the individual may be personally held accountable). We reserve the right to require such proof of authorisation before proceeding with your Order and may conduct a credit check of you to verify signatory powers.

## 27. WHAT AND HOW YOU PAY

The following sentence shall added to the end of section 3.3:

*You may only set-off payments or exercise a right of retention if we don't contest your counterclaim or if your counterclaim was finally declared enforceable by a court.*

The following sentence shall be added to the end of section 3.6:

*In the event you fail to make a payment in accordance with this Contract, interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.*

## 28. YOUR SUBSCRIPTION

Section 5.4 and 6.6 shall not apply to business customers.

In addition to our termination rights in section 6.7, we may also terminate this Contract in the event any of the following events take place:

- an encumbrancer takes possession or a receiver (or similar office holder) is appointed over any of your property or assets;
- you make any voluntary (or similar) arrangement with your creditors or an administrator is appointed or you are subject to insolvency proceedings in any jurisdiction;
- you become bankrupt or insolvent or enter into liquidation (except for the purposes of a solvent amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under this Contract) or there is a valid reason for us to believe that you will not be able to fulfil your obligations under the Contract due to for example your credit worthiness has deteriorated compared to your initial credit check.
- you cease, or threaten to cease, to carry on business;
- your financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy; or
- there is a change of control of your business (within the meaning of section 1124 of the Corporation Tax Act 2010).

## 29. DELIVERY AND HANDOVER

The following clause shall replace section 10.2:

*When we schedule the exact delivery date, the individual named in the subscription order (who either must be authorised to sign on your behalf, e.g. as managing director or through a duly signed power of attorney) or another person authorised to sign on behalf of you needs to let us know which person that will pick-up the car. We will then handover the car if:*

- *we have timely received the fee for your first subscription month as a prepayment (if this is the first car you receive from us);*
- *the person picking up the car have shown us his or her valid driving licence and, if requested, let us make a copy of it;*
- *the person picking up the car is entitled to sign on behalf of you or presents (i) a duly signed power of attorney from you and (ii) the passport or national ID-card (or a certified copy thereof) of the individual who has signed the power of attorney on behalf of you; and*
- *the person picking up the car has signed the handover confirmation document.*

## 30. WHO MAY DRIVE

The following clause shall replace section 11.1

*Anyone who holds a full (or equivalent) valid driving licence which is accepted in the United Kingdom may drive the car provided that he/she is named on an applicable fully comprehensive insurance policy which allows the driver to drive the car. However, you will be responsible for ensuring that all drivers comply with the terms of this Contract.*

### **31. USE OF THE CAR**

31.1 The following sentence is added to section 12.2

- *without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the car or allow the creation of any mortgage, charge, lien or other security interest in respect of it.*

31.2 Notwithstanding of what is stated in section 12.2 you may, within the course of your ordinary business activities and in accordance with applicable law, use your car for transportation of goods and passengers. For further information on how you can use your car for commercial purposes can be found in our FAQs <https://www.volvocars.com/uk/care-by-volvo/faq/>.

### **32. INSPECTION AND RETURN OF THE CAR**

The following sentence is added to section 16.3:

- *You let us know beforehand which individual that will return the car and make sure that they are entitled to sign a handover confirmation document on behalf of you.*

### **33. VOLVO CARS CODE OF CONDUCT FOR BUSINESS PARTNERS**

The Volvo Car Group has adopted a Code of Conduct for Business Partners, available at <https://group.volvocars.com/sustainability>. We expect you to be governed by the same or similar principles as those set out in the Code of Conduct for Business Partners.

## Appendix 1 – List of Charges (including VAT)

1. Delayed pick-up	Item	Cost (£)
1.1 Car not picked up at the agreed delivery date	Per day	Daily Subscription Price* + £30
<b>2. Return of Car</b>		
2.1 Car not returned or rejected on the agreed return date	Per day	Daily Subscription Price* + £30
<b>3 Condition of Car</b>		
3.1 Car not serviced or repaired according to section 20	One time	£500
3.2 Smoking or vaping in car	One time	£100
<b>4. Payment</b>		
4.1 Late payment	Per late payment	£30
<b>5. Fines</b>		
5.1 Administrative handling of a fine (such as a parking or speeding ticket)	Per fine	£30
<b>6. Excess mileage</b>		
6.1 Excess mileage charge	Per mile	£0.20 (20p)
<b>7. Fixed subscriptions (as per section 6.3)</b>		
7.1 Early termination in case of subscription with fixed terms	One time	40 % of remaining monthly fees during the agreed subscription term
<b>8. Other charges</b>		
8.1 Loss of part (for example key, spare wheel, parcel shelf)	Each lost item	Cost of part (RRP)
8.2 Administrative fee for assigning a Personalised Registration	One time	£30
<b>9. Seven (7) day complimentary insurance</b>		
Please check any documentation the insurer provides to ensure you understand any charges which you may incur under that policy.		

\* Daily Subscription Price is defined as the monthly subscription price divided by 30 days