

## Loan Programme Terms and Conditions

1. Vehicles are loaned to a named Operator ("the Operator") by Vauxhall Fleet for the period of the Loan ("the Loan Term") on the basis that the Operator has agreed to fully observe the Terms and Conditions set out in this Agreement.

2. Vauxhall Fleet has appointed a management company to handle the control of this Loan:

SMH Fleet Solutions, PO Box 322, Church Lane, Norton, Worcester WR5 2PR

**Vauxhall Fleet Business Demonstrators Hotline: 0330 587 8220\***

3. Vauxhall Fleet reserve the right to refuse the participation of any Driver in the Programme, if it has cause to believe that such Driver is under the influence of drugs or alcohol.

4. SMH Fleet Solutions is empowered to act for Vauxhall Fleet in respect of this vehicle including the collection of funds, although it is not acting as Vauxhall Fleet's agent. SMH Fleet Solutions will be entitled to enforce any and all rights Vauxhall Fleet has under this Agreement.

5. For all Programmes the Operator agrees to insure the vehicle fully comprehensively with a reputable insurer during the Loan Term and in any event the Operator agrees to indemnify Vauxhall Motors Limited and/or their agents, against any costs, loss or losses resulting from any accident or theft of the vehicle. Exceptions are where credit card details have been given specifically before the commencement of the Loan to activate Vauxhall Insurance cover and for the Corporate 3DTD, where insurance is provided by Vauxhall Motors Limited but no credit card details are required.

6. The Operator agrees to ensure the vehicle is not used for hire/reward or political purposes whilst in the Operator's possession.

7. Any loss or damage to the vehicle MUST be reported immediately to Vauxhall Fleet using the phone number above and MUST be confirmed in writing or by e-mail within three working days.

Any property carried or left in the vehicle is at the Driver's own risk. Drivers must ensure that any personal belongings are removed from the vehicle at the end of the loan as Vauxhall Fleet will not be held liable for any loss or damage.

8. Vehicles that are provided by Vauxhall Fleet Business Demonstrators are covered by Vauxhall Assistance (where applicable) (its comprehensive breakdown and recovery service). In the unlikely event of one of the vehicles breaking down, the Driver should contact Vauxhall Assistance on 0800 197 2049. If the vehicle cannot be driven, Vauxhall Assistance will arrange recovery to a Vauxhall retailer and arrange alternative transport. In this instance the Driver will require a full and current EU driving licence and a valid credit card in order for the hire to be arranged. This policy does not cover certain self-induced incidents, such as the use of incorrect fuel, lost/stolen keys or instances where keys have been locked inside the vehicle and in such circumstances a charge may be applied. The Driver should also contact Vauxhall Fleet Business Demonstrators to advise them of the problem on 0330 587 8220.

9. Any repairs, including repairs to damaged bodywork, must be promptly carried out at an authorised Vauxhall retailer at the cost of the Operator (other than warranty repairs, which will be

carried out at Vauxhall Fleet's cost). The Operator agrees to indemnify, defend and hold Vauxhall Fleet and SMH Fleet Solutions harmless in regard to the aforesaid. All tyres (including the spare) must have a tread depth of at least 3mm. Where a replacement is required, it may be fitted by a non-Vauxhall Fleet independent repairer, however it must comply with Vauxhall Fleet's recommendations of tyre-type ("like for like"), size and speed rating, and be new (i.e. Not a re-tread). This Agreement does not affect or restrict the Operator's rights under the vehicle's warranty.

10. The Operator agrees to be responsible for any and all vehicle running costs during the loan period, including servicing.

11. The Operator agrees to keep the vehicle in a sound roadworthy condition, and comply with the vehicle's servicing requirements in accordance with the vehicle literature pack. The Operator also agrees to be responsible for all current road legislation including that of the rules, and use, of vehicles fitted with Tachographs. Customers are therefore advised to contact their local VOSA office for clarification if required.

12. Vauxhall Fleet will recharge the Operator for any equipment missing from the vehicle on collection, or for damage to the vehicle. Please refer to the Re-charge Menu Pricing Matrix. Any damage or missing items will be recorded on the collection documentation. The Operator hereby confirms its agreement to pay for such damage, repairs or replacement of missing equipment by counter-signing the collection documentation.

### Re-charge Menu Pricing Matrix

Prices include labour and materials but exclude parts and VAT.

Repair Type	Price + VAT
Paint and repair bumper	£185
Paint and repair tailgate/boot	£250
Paint and repair door	£250
Paint and repair wing	£250
Paint and repair bonnet	£260
Paint and repair door mirror	£80
Paint and repair roof	£280
Paint and repair sill	£160
Paintless dent removal	£80
Interior trim repair (per item)	£90
Windscreen repair	£80
Alloy wheel repair	£90
Servicing	£140

Repairs outside of the above will be estimated on an individual basis.

13. In the event of the vehicle being deemed a total loss, for whatever reason, the ownership will remain with Vauxhall Fleet, who will retain an absolute right to the salvage.

14. The Operator will be responsible for any and all liability for personal injury/loss and/or property damage/loss arising from the use and/or possession of the vehicle by the Operator or any third party during the Loan period, and agrees to indemnify, defend and hold Vauxhall Fleet and SMH Fleet Solutions harmless against any such liability unless arising directly and solely from the negligence and/or breach of this Agreement by Vauxhall Fleet and/or SMH Fleet Solutions. Neither Vauxhall Fleet nor SMH Fleet Solutions shall be

liable for any indirect or consequential losses (loss of profit) of the Operator.

15. Whilst Vauxhall Fleet will pay any City Congestion Charge incurred by Vauxhall Fleet in delivering a vehicle on the day of delivery, the Driver will be responsible for payment of any subsequent Congestion Charges, including the day of collection.

16. The Operator agrees to pay all fixed penalty fines (parking fine, Congestion Charge, speeding ticket) related to the vehicle incurred during the Loan Term. Where any such fine is not paid by the Operator, Vauxhall Fleet will pay such fine and the Operator will pay Vauxhall Fleet the amount of the fine plus an administration fee of £25 plus VAT. Vauxhall Fleet will comply with its legal duties including but not limited to Section 172 of the Road Traffic Act 1988 and shall provide information (including the supply of the Driver's name and address) in response to any request from police and other relevant authorities for the purposes of identifying the user of a vehicle at a particular date and time in respect to any alleged speeding/parking fines; penalties and motoring offences and Congestion Charges.

17. Vauxhall Fleet's demonstration programme is a UK-based programme and as such Vauxhall Fleet will only authorise foreign travel in exceptional circumstances. The Operator must seek Vauxhall Fleet's written approval before the vehicle can be taken out of the UK, and submit a written request to Vauxhall Fleet Business Demonstrators at least 21 days prior to departure. Where foreign travel is authorised, the operator agrees to pay Vauxhall Fleet a fee of £25 plus VAT for the required foreign travel documentation.

18. If the Operator wishes to fit any non factory fitted accessories/genuine Vauxhall parts to the vehicle, they must seek written approval from Vauxhall Fleet. Items must be removed prior to collection and there must be no damage to the vehicle upon return. No hand held mobile phones or other devices likely to interfere with the Driver's concentration are to be used when driving the vehicle.

19. Delivery and collection will take place between 9.00am and 5.00pm Monday to Friday excluding Bank Holidays. Vehicles will be delivered to the Operator's business address. If Vauxhall Fleet being able but is prevented from effecting such delivery to the Operator or collecting the vehicle (where appropriate) from the Operator (due to a failure/fault on the part of the Operator) on the due date and on time, the Operator will be liable to pay to Vauxhall Fleet a £150 plus VAT aborted delivery/collection fee. Daily rental charges will also continue to be applied for the period until the vehicle is returned to Vauxhall Fleet as applicable. These charges will be at the rate of £25 plus VAT per day.

20. Should the Operator wish to make any alterations once the delivery/collection has been confirmed (for example cancelling the delivery/collection, changing the time or address details), they agree to advise Vauxhall Fleet Business Demonstrators at least two working days prior to delivery or collection. Failure to do so may result in a charge (£150 plus VAT).



21. This Agreement cannot be assigned, subcontracted or otherwise transferred by the Operator without the prior consent of Vauxhall Fleet and SMH Fleet Solutions.

22. This Agreement can be terminated forthwith by either Vauxhall Fleet or the Operator in the following circumstances:-

(1) If either party fails to a material extent to abide by the terms of this Agreement and such failure shall not have been remedied within seven days after either party shall have given written notice to the other specifying such failure and requiring the other to remedy it; or

(2) If the other party goes into liquidation (other than voluntary liquidation for the purpose of the reconstruction or amalgamation) or is dissolved, or a receiver, administrator, administrative receiver or other official or creditors' representative is appointed, or a petition for an administration order is presented in respect of itself or any of its assets, or if it becomes insolvent or ceases or threatens to cease to carry on all or a substantial part of its business, or if it enters into any scheme of arrangement with its creditors or any class thereof.

23. It is a condition of the loan agreement that the Operator consents to be contacted by telephone/e-mail following the loan to enable Vauxhall Fleet to evaluate the overall effectiveness of the demonstration programme (this will involve questions regarding the level of service received, their opinion of the vehicle they borrowed, etc).

24. It is the responsibility of the Operator to ensure that any demonstrator which is in their possession for more than 14 days is registered on the Motor Insurance Database (MID).

25. Vehicles on Loan for greater than 60 days are also subject to the following terms and conditions:

It is the responsibility of the Operator to ensure the demonstrator is returned within the agreed rotation parameters.

If the vehicle's mileage should exceed 19,000 miles upon collection, the Operator agrees to an excess mileage charge (currently 8 pence per mile plus VAT, subject to change).

If the Operator elects to purchase the vehicle the Operator agrees to pay the purchase price to SMH Fleet Solutions and title to the vehicle will not pass to the Operator until SMH Fleet Solutions has received payment of the purchase price in full. If the Operator elects not to purchase the vehicle, the Operator agrees to make the vehicle available for collection at the end of the Loan Term at the vehicle's original delivery address, the date of which will be agreed between the Operator and SMH Fleet Solutions.

The vehicle must be returned to the minimum Vauxhall Fleet condition standard at the end of the loan period (please see Return Standards below).

26. In the case of Vauxhall Fleet Test Drive programmes, SMH Fleet Solutions may require evidence of the proposed Drivers' UK/EU driving licence together with proof of identity before vehicles are released to the Operator.

#### Return standards

**Fair wear and tear** At the end of the loan period, the condition of your vehicle will be appraised. We will take into account the vehicle's age and mileage and look at its overall condition including the interior and exterior. We recognise that a degree of wear and

tear may occur as a result of normal business use.

**Appearance** The vehicle should be cleaned on a routine basis, both inside and out, to ensure that it retains an acceptable cosmetic appearance.

All items issued with the vehicle must be returned and be available at time of inspection.

**Paintwork** Up to two stone chips per panel no larger than 1mm in diameter are acceptable provided that there is no rust showing. Touch-in repairs are acceptable provided there is a good colour match and they are not easily visible from the standard viewing angle\*\*.

Scratches to paintwork that exceed 20mm in length or number more than three per vehicle are unacceptable. However, light scratches around door apertures, keyholes and fuel filler caps are acceptable. Any scratches where the metal is not exposed and/or rusty and which can be polished out are acceptable. Scratches can be touched in provided there is a good colour match and they are not visible from the standard viewing angle\*\*.

Colour mismatch between panels, penetration marks, visible overspray or dirt in the paint is unacceptable.

**Paint finish** Under no circumstances should the vehicle's exterior colour be changed unless given express written permission from Vauxhall Fleet via Business Demonstrators.

**Dents** Minor body dents are acceptable provided that once identified they are not visible from the standard viewing angle\*\* and the paint is not broken, however any dents that have broken the swage line or broken the paint surface are not acceptable.

**Repairs** Any paintwork repairs must be undertaken by a Vauxhall approved body repairer.

**Rubbing strips and mouldings (non-painted)** Scratches and/or abrasions to side rubbing strips or mouldings are acceptable provided that they are not visible from the standard viewing angle\*\*.

**Signwriting/livery/stickers** Non-standard badges, decals or logos fitted to the bodywork or glass of the vehicle must be removed with any damage caused by their attachment made good.

In addition, any paintwork colour fade due to their attachment would be chargeable to the user.

Signwriting etc must never be painted directly onto a vehicle, without prior written agreement covering reinstatement at loan end.

**Glass and light lenses** The windscreen must be replaced if there is a chip or scratch within the wiper blade area of the windscreen. Any chip or scratch larger than 5mm outside the wiper blade area must be repaired.

The following are not acceptable:

- Any previous repair visible from the standard viewing angle\*\*.
- Cracked, chipped or holed lenses.
- Any damage to side or rear glass visible from the Driver's seat.

**\*\* Standard Viewing Angle** This is defined as standing in an upright position, at a distance of 2 metres square on to vertical panels. Horizontal panels will be viewed from a distance of 2 metres, as square on as is achievable.

**Wheels and tyres** Damage to wheels is not acceptable. All wheel trims must be present. Damage to wheel trims/alloys is not acceptable

(other than minor scuffing which has not penetrated the alloy). Steel wheels with rim distortions greater than 25mm are not acceptable.

All tyres (including the spare) must have a tread depth of at least 3mm and comply with the manufacturer's recommendations of tyre type,† size and speed rating, and must be of original branding.

There should be no obvious damage to the sidewalls or tread caused by 'kerbing' or other abuse. Tyres showing excessive wear to the outer and inner edge are not acceptable.

† Where a replacement is required, it maybe fitted by an independent repairer, however it must comply with the manufacturer's recommendations of tyre-type ("like for like"), size and speed rating, and be new (i.e. Not a re-tread).

**Rubber seals** Normal use will cause a certain amount of wear to rubber door seals. However, evidence of abuse is not acceptable.

If a seal becomes displaced it must be refitted immediately to avoid it becoming further damaged or split.

**Interior trim (Cars)** Upholstery, carpets and internal trim must be clean and well maintained.

Unsightly damage, tears, burns and stains are not acceptable.

**Interior trim (Commercial Vehicles)** Surface scoring and light blemishes that reflect normal use are acceptable, but floor coverings and surrounding trim panels should not be torn or split. Heavy stains to interior plastic or fabrics are unacceptable. Any repairs visible from 1 metre are not acceptable.

**Luggage area (Cars)** Surface scoring and light blemishes that reflect normal use are acceptable, but floor coverings and surrounding trim panels should not be torn or split.

**Rear cargo area (Commercial Vehicles)** The rear cargo area should be free from major damage and corrosion, requiring little or no restoration.

Minor scuffing and general dirt to the load bay ply-lining.

**Controls** These must all be intact and fully operable when the vehicle is returned. All odometer alterations (or renewals) must be reported and any evidence of unauthorised odometer changes is unacceptable. Missing parts or items will be recharged.

If the vehicle's audio equipment is renewed, the replacement component must be the exact model to the original manufacturer specifications or the next generation equivalent.

**Mechanical condition** The vehicle must be serviced and maintained in accordance with the manufacturer's service guidelines and kept in a sound condition.

Brake discs must not be grooved, caused by metal to metal contact.

The engine must have been correctly lubricated and operational upon return.

**Servicing and documentation (Cars and Commercial Vehicles)** The vehicle must be kept in a roadworthy and legal condition throughout the loan period.



The Operator must ensure that regular service and maintenance work is carried out by the relevant Vauxhall approved repairer.

Any damage caused to the vehicle as a result of missed servicing will be the responsibility of the Operator and must be repaired prior to return. Any defects or damage that occur during normal vehicle use must be rectified as a matter of urgency.

The vehicle manuals, service records and other documentation are the responsibility of the Operator and must be kept intact. All documents, including radio code information, must be in the vehicle when it is returned.

**Accessories and other fitments (Cars and Commercial Vehicles)** Glass-mounted radio/phone aerials must be used wherever possible.

If accessories such as carphones are installed, then any holes or damage relating to their removal must be made good to a professional standard. No refund will be made if the vehicle is returned with an accessory still fitted.

**Keys (Cars and Commercial Vehicles)** A full set of keys (including spares) must be returned with the vehicle along with a functioning key fob if the vehicle has a remote locking system.

**What happens next?  
(Cars and Commercial Vehicles)**

**Delivery.** Upon delivery, you will be asked to sign a document confirming the vehicle condition, cleanliness and fuel level. Please check the vehicle carefully. If there is any aspect you are unhappy with, please make a note of it on the Delivery Document. Full terms and conditions of the loan are listed on the reverse of the white (customer) copy; this should be retained for future reference.

If any damage is noted upon vehicle delivery or collection, please ensure that it is marked clearly on the Delivery Document. If the weather is unsuitable for an appropriate inspection, please note this on the form.

**Collection.** Upon collection please ensure that the vehicle is clean and parked in a well-lit area. The Vauxhall Fleet Business Demonstrators representative will inspect the vehicle for any damage or missing items. We would request that an authorised representative from your company is available to hand back the vehicle to the Vauxhall Fleet Business Demonstrators representative. Once the vehicle has been inspected, your company representative should also sign the

Collection Document, acknowledging the vehicle's condition and accepting responsibility for any items that have been noted as missing or damaged.

**Repair costs.** You will be advised of any damage to the vehicle within five working days of its return. The repairs will then be carried out accordingly. The prices quoted in the Re-charge Menu Pricing Matrix (please see Terms and Conditions) can be used as a guide to the cost of the most typical repairs that are undertaken.

**Vauxhall Fleet Business  
Demonstrators:**

**0330 587 8220\***

E-mail:

[businessdemonstrations@vauxhall.co.uk](mailto:businessdemonstrations@vauxhall.co.uk)

\* Telephone lines are open Monday-Friday 8.30am to 5.30pm excluding Bank Holidays. Calls may be recorded or monitored for quality and/or training purposes.

