

Terms & Conditions

Website terms and conditions of use

1. ACCEPTANCE OF TERMS

These are the website terms and conditions ("Terms and Conditions") of Orange Motor Finance Ltd. Please read these Terms and Conditions carefully, they set out the basis on which you are allowed to use this website (the "Site") and the information contained within it. They protect you as a user of the Site and prevent the Site from being used for any illegal or unauthorised purposes.

By proceeding with access to this Site, you are deemed to have accepted both these Terms and Conditions and our Privacy Policy. If you do not wish to be bound by these terms you should not use the Site.

2. INFORMATION ON OUR SITE

We do our best to ensure that the information on the Site is accurate and helpful at all times. However, the information is general in nature, and is intended as a guide only to the types of products and services offered by Orange Motor Finance Ltd. Users are advised to consult with Orange Motor Finance Ltd and to check any product or service information for specific information.

3. YOUR USE OF OUR SITE

You must not under any circumstances seek to undermine the security of the Site or any information submitted to or available through it. In particular, but without limitation, you must not seek to access, alter or delete any information to which you do not have authorised access, seek to overload the system via spamming or flooding, take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of this Site or attempt to decipher, disassemble or modify any of the software, coding or information comprised in the Site.

You are solely responsible for any information submitted by you to our site. You are responsible for ensuring that all information supplied by you is accurate, up-to-date and not misleading or likely to mislead or deceive.

4. LINKS TO THIRD PARTY SITES

This Site may include links to other websites, which, are not owned, operated, or controlled by Orange Motor Finance Ltd ("Third Party Websites"). Orange Motor Finance Ltd provides you with such links solely for your convenience. The inclusion of such links does not mean or imply that Orange Motor Finance Ltd endorses the Third Party Websites, its availability or contents or any agreement or understanding you enter into with a third party through a Third Party Website. Orange Motor Finance Ltd does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these Third Party Websites.

5. DISCLAIMER/LIABILITY

5.1 Use of this Site, Third Party Websites, links to the Third Party Websites, and any information available via the Site is at your own risk. To the maximum extent permitted by law Orange Motor Finance Ltd disclaims all liability whatsoever, whether arising in contract, tort (including negligence) or otherwise in relation to this Site, Third Party Websites, links to Third Party Websites, and information available via the Site.

5.2 We do our best to ensure that the Site operates properly at all times, but we make no warranties as to the availability or accessibility of the Site, and (save as otherwise set out in these Terms and Conditions) we will not be liable for any damages, loss, costs or expenses incurred by you as a result of any lack of availability or accessibility of the Site.

5.3 Orange Motor Finance Ltd will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with this Site, any Third Party Websites, links to Third Party Websites, the information or any products or services offered on or through this Site or Third Party Website, whether by Orange Motor Finance Ltd or on its behalf, for any:

5.3.1 economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or

5.3.2 loss of goodwill or reputation; or

5.3.3 special or indirect or consequential loss.

5.4 If Orange Motor Finance Ltd is liable to you directly or indirectly in relation to this Site, any Third Party Websites, links to Third Party Websites, information on the Site or any products or services offered on or through this Site or Third Party Website, that liability (howsoever arising) shall be limited to £100.

5.5 Orange Motor Finance Ltd will not be liable for any loss, damage, expense, costs, delays or other liability whatsoever (including without limitation any financial losses such as loss of profit) which you may incur as a result of any event beyond our reasonable control (including without limitation any failure of transmission, communication, computer or other facilities or your inability to access the Site for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium).

5.6 Nothing in these Terms and Conditions shall be construed as excluding or limiting the liability of Orange Motor Finance Ltd or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by English law.

5.7 Where you deal as a consumer, nothing in the above exclusions affects your statutory rights.

6. PRIVACY POLICY

If you provide information to Orange Motor Finance Ltd on or through this Site, Orange Motor Finance Ltd will use it in accordance with the terms of its Privacy Policy. That Privacy

Policy forms part of these Terms and Conditions and by using this Site you acknowledge and agree that you accept the terms of that Privacy Policy.

7. GENERAL

These Terms and Conditions (as amended from time to time) constitute the entire agreement between you and Orange Motor Finance Ltd concerning your use of this Site and supersede any previous arrangement, agreement, undertaking or proposal, written or oral between you and Orange Motor Finance Ltd in relation to such matters. Orange Motor Finance Ltd reserves the right to update these Terms and Conditions from time to time. If it does so, the updated version will be effective as soon as it is uploaded on to this Site and your continued use of the Site will constitute your acceptance of such updated Terms and Conditions. No other variation to these Terms and Conditions shall be effective unless in writing and signed by an authorised representative on behalf of Orange Motor Finance Ltd. You should check the Terms and Conditions periodically to ensure that you are aware of and complying with the current version.

These Terms and Conditions shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force and effect.

Orange Motor Finance Ltd failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Orange Motor Finance Ltd in writing.

Unless otherwise expressly stated, nothing in the Terms and Conditions shall create any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you, Orange Motor Finance Ltd and its group of companies.

Orange Motor Finance Ltd ("we", "us") and our business partners will use your personal details (including sensitive personal data) and information we obtain from other sources to deal with your enquiries, consider your application, including carrying out credit searches, for marketing and to ensure that the services and advertising we offer are tailored to your needs and interests. We and our business partners may contact you by mail, telephone, email or other electronic messaging service with offers of products or services that may be of interest to you.

By providing us with your contact details, you agree to being contacted by the methods and for the purposes set out in, and in accordance with, our Privacy Policy.

In assessing your car loan application, we will make enquiries about you including searching your record with the credit reference agencies. You consent to us disclosing details of your finance application and we may use a 'credit scoring' or other automated process in

deciding whether to accept your application. Your information may also be sent to a 3rd party for further loan options who may also search your record with the credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by contacting us on 08080-700034 (info@orangemotorfinance.com)