

FORD ONLINE TERMS & CONDITIONS

1. ORDERING YOUR CAR ONLINE

This website (www.buy.ford.co.uk) (the “**Ford Online Website**”) is operated by Ford Motor Company Limited (referred to as “**Ford**”, “**we**”, “**us**” and “**our**” in these Terms & Conditions). By using the Ford Online Website you agree to these Ford Online Terms & Conditions.

The Ford Online Website is available for you to configure and place an order for a new Ford vehicle with a Ford Options finance plan. You can also arrange a part exchange for your existing vehicle and use the funds towards the deposit for your new vehicle

On the Ford Online Website, Ford Motor Company Limited is the Credit Broker. The lender is Ford Credit. We will only introduce you to Ford Credit. Ford Motor Company Limited is Authorised and Regulated by the Financial Conduct Authority under firm reference number 698347. Ford Credit is a trading Style of FCE Bank plc. Registered in England: No 772784. Registered Office: FCE Bank plc, Arterial Road, Laindon, Essex, SS15 6EE. FCE Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 204469.

You may also arrange to part-exchange your existing vehicle and could apply the funds towards your deposit for your new vehicle.

A Ford Authorised Dealer will deliver your vehicle to you on our behalf. You will need to nominate a Ford Authorised Dealer (your “**Dealer**”) as part of the order process. You may either collect your new vehicle from your Dealer or request home delivery (please see section 9 below for more information).

2. OFFLINE SALES

The online order process is just one of the ways that you can acquire a new Ford vehicle. If you do not wish to use the online process, you can alternatively visit any Ford Authorised Dealer. You have the option to pay for a new vehicle in cash at a Ford Authorised Dealer.

Please note that you cannot use the following programmes on orders placed through the Ford Online Sales Website:

- Ford Privilege
- Ford Ambassador
- D-Plan programmes
- Ford Advantage Programme
- Ford Fleet
- Motability
- Military and Diplomatic personnel Sales

If you wish to use one of the above programmes for your new vehicle purchase, please visit participating Authorised Ford Dealers.

3. FORD ONLINE ORDER PROCESS

By placing an order through the Ford Online Website, you are stating your intention to enter into the Ford Options finance plan subject to these Ford Online Terms & Conditions and the terms of Ford Credit's finance agreement.

We will acknowledge your order by email, assign an order number to your order and this order number will be set out in your order acknowledgement. Please be prepared to tell us the order number whenever you contact us about your order.

We will process your order, if possible, and provide you with information and documentation about your order, the Ford Options finance plan and next steps in your My Ford customer account. Please see section 15 below for more information on your My Ford account. Please ensure you complete the documents referenced in your account in accordance with the timescales, instructions and guidance provided by us. Failure to do so will prevent us from further processing your order and cause delays.

If we are unable to accept your order because of factory related issues or for any other reason, we will inform you of this and let you know of any other ways by which you can obtain your new vehicle.

4. VEHICLE PRICE (INCLUDING OPTIONS)

When you order a vehicle through the Ford Online Website, you will be provided with information about the price of your vehicle at different stages of your online journey.

If, through the course of this process, you add certain optional features to your selected vehicle, the price of such options features will be added to the vehicle price. Should you wish to add accessories or extras to your selected vehicle, please contact your Dealer.

5. RESERVATION FEE

If you place an order for a vehicle through the Ford Online Website, you must either pay (i) your deposit for the vehicle in full; or (ii) a reservation fee of £350. You must make this payment via the Ford Online Website. Any card payment that we take from you will be directed through Barclaycard's secure payment portal and your card details will not be stored by us.

If you only paid the reservation fee when you ordered the vehicle, you will need to pay the balance of your deposit by BACS transfer to Ford prior to delivery or collection of the vehicle. The Ford Online Sales Team will contact you by email to arrange this payment.

Please note that there are limitations on the amount you can pay as a deposit towards your new vehicle (which can range between £350.00 (*three hundred and fifty pounds*) and 35% of your vehicle's purchase price).

Where a refund is required, this will be processed by the Ford Online Sales Team. The Team will contact you by email to arrange the refund. The refund will be processed as soon as reasonably possible.

Please note that on the Ford Online Website we only accept payment via debit or credit card. We do not accept payment via pre-paid cards or any other payment methods including but not limited to Apple Pay and/or PayPal.

6. OUR VEHICLES

The vehicles available to order through the Ford Online Website are from our current manufacturing range, and may be built to order according to your specification. The images of the vehicles and the size and dimension icons and indicators on the Ford Online Website are for illustrative purposes only. Although we have made every effort to display the sizes and colours of our vehicles, accessories and trim accurately, we cannot guarantee that your PC, laptop, tablet or phone will display the sizes or colours accurately to reflect the actual size or colour of the vehicles. Your new vehicle may vary slightly from those images.

7. CHANGES TO VEHICLE SPECIFICATION

We may, from time to time, make minor changes to our vehicle specifications to implement small technical adjustments. We will not make any significant changes to your vehicle unless we have told you about the changes, and have obtained your explicit agreement.

8. PART EXCHANGE

You may use the Ford Online Website to arrange the part exchange of your existing vehicle. You could apply the funds towards your deposit for your new vehicle. Please note that there are limitations on the amount you can pay as a deposit towards your new vehicle (which can range from £350.00 (*three hundred and fifty pounds*) to 35% of a vehicle's purchase price).

Your part exchange will be handled through a third party provider, Manheim Limited ("**Manheim**"), who will be the actual purchaser of your vehicle. Your car valuation will be based on what you have told us and the estimated delivery date of your new vehicle. If either of these assumptions changes, then Manheim reserve the right to alter the valuation of your part-exchange vehicle. You will be informed by the Ford Online Sales Team as soon as reasonably possible if any changes are made. Manheim will use the same criteria to value your part exchange vehicle as you have, but if there is any difference we will require this to be paid at the time of the handover. Manheim's terms and conditions apply to the part exchange process which are accessible here.

<https://www.ford.co.uk/content/dam/guxeu/uk/documents/home/footer/DOC-Manheim-Part-Exchange-Terms-and-Conditions.pdf>

When you part exchange your existing vehicle, Manheim will require proof that you are the only owner of it. Manheim will carry out a Hire Purchase Inspection (HPI) check to confirm ownership and history of the vehicle.

If there is any outstanding finance on your existing vehicle, you must:

- ensure that information submitted by you to us, relating to your existing finance is accurate and up to date;
- provide us with all relevant reference numbers and the contact details of your existing finance provider;
- fill out and sign a copy of the Part Exchange Authority Form, included in your customer account, and return this to Ford by uploading it back into your customer account

If you sign the Part Exchange Authority Form, Manheim will settle your outstanding finance on your behalf. The balance will be paid by Manheim (on your behalf) to Ford as part of the deposit towards your new vehicle.

When you hand over your existing vehicle to your Dealer, it will belong to Manheim who will take responsibility for it when they pick it up. Your Dealer will be responsible for the vehicle from the time of handover until Manheim collect it. You must provide your Dealer with your V5 registration certificate, all sets of keys, MOT certificate, service history, spare wheel and locking wheel nuts (where applicable), radio codes (where applicable) and any other items which belong to the vehicle. You will be reminded of this by the Ford Online Sales Team prior to vehicle hand over or collection.

9. COLLECTION OR DELIVERY OF YOUR VEHICLE

Collect from Dealer

You are required to provide your Dealer with proof of your identity and address when you collect your vehicle. Your Dealer will verify these documents before your vehicle is released to you.

Home delivery

Delivery will only be made to your home address, which must be the same as the billing address on your finance agreement. Ford Online Sales cannot offer home delivery if your order includes a part exchange vehicle that has been rated as “poor” on the online sales website.

Your Dealer will drive your vehicle to your home address. Please note that mileage of the vehicle on delivery will include the delivery miles.

The Ford Online Sales Team will confirm your delivery time slot with you by email.

Your Dealer will only deliver your new vehicle to the person named as the customer in the order acknowledgement. Delivery will not be completed if:

- you fail to provide your Dealer with your order reference number and appropriate identification documentation confirming you are the customer as stated in the order confirmation;
- on arrival at your address there is no clear and safe place for your Dealer to park your new vehicle; and/or
- conditions at your home address fail to meet reasonable health and safety standards, or where delivery would put your Dealer at risk of injury.

You are required to provide your Dealer with proof of your identity and address upon delivery of your vehicle. Your Dealer will verify these documents before your vehicle is released to you.

If you are not present in person at your home address at the allocated time and date to take delivery of your new vehicle, the Ford Online Sales Team will inform you of their attempted delivery and of how to rearrange delivery or collection of the vehicle from your Dealer's premises.

If you do not re-arrange delivery, or collect the vehicle from your Dealer's premises we will contact you for further instructions. You may be charged for any further delivery costs, which will be notified to you prior to such re-arranged delivery.

10. DELAYS

We display estimated delivery lead times for vehicles available on the Ford Online Website. As part of the order process, you will request an estimated delivery date for your selected vehicle and this will be based on the estimated delivery lead time for that vehicle. If the delivery of your new vehicle is delayed by events outside of our control or your Dealer's control then we will notify you of this as soon as possible and take steps to minimise the delay. If there is a risk of substantial delay and we cannot provide you with an acceptable alternative, then you can contact the Ford Online Sales Team about cancelling your order.

11. CANCELLATION

If you are unable or do not wish to proceed with your order, please contact the Ford Online Sales Team as soon as possible: email: orders@fonlinesales.co.uk; tel: 0330-088-8747.

12. RISK AND OWNERSHIP

Your new vehicle will be your responsibility from the time your Dealer delivers the vehicle to your home address or you collect it from your Dealer's premises.

13. HOW DO I MAKE A COMPLAINT?

If your complaint relates to an existing order, please contact the Ford Online Sales Team on email: orders@fonlinesales.co.uk; tel: 0330-088-8747.

If your complaint relates to a vehicle that has been delivered to you, please see the Ford Credit Complaints Procedure: <https://www.ford.co.uk/finance/support/our-complaints-procedure>

14. LIABILITY

Nothing in these Ford Online Terms & Conditions shall limit or exclude our liability for: (i) death or personal injury caused by its negligence, or the negligence of our employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987; or (v) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15. ACCOUNT & PASSWORD

You agree that you will only access the Ford Online Website for the purposes set out in these Terms & Conditions. You may only use the Ford Online Website for lawful purposes and in accordance with Ford's Website Terms & Conditions <https://www.ford.co.uk/useful-information/terms-and-conditions>

My Ford account

Where you create a My Ford account, you will be asked to provide a user name and password. This will allow you to access and/or change your saved vehicle and/or finance configurations and update or change your personal details. You must keep the password secure and must not share it with any other person. We are not responsible for any misuse of your My Ford account where you have caused your username and password to be known by another person.

You must tell us as soon as possible if you think your password has been shared or your My Ford account has been accessed without your authority. We may disable your account immediately if we know of or suspect any misuse.

16. PRIVACY POLICY

Please see the Ford Online Privacy Policy

(<https://www.ford.co.uk/content/dam/guxeu/uk/documents/home/footer/DOC-customer-privacy-notice.pdf>)

17. GENERAL

17.1 We may at any time, without limiting any other rights and remedies it may have, set off any amount owing to you against any amount payable by you to us.

17.2 The headings in these Ford Online Terms & Conditions are for convenience only and shall not affect their interpretation.

17.3 No waiver by either party of any breach of the Ford Online Terms & Conditions shall be considered as a waiver for any subsequent breach of the same or any other provision.

17.4 If any provision or part of any provision of these Ford Online Terms & Conditions is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from these Ford Online Terms & Conditions and the remaining provisions or parts or the provision shall continue to full force and effect.

17.5 These Ford Online Terms & Conditions are governed by English Law and the parties agree to the exclusive jurisdiction of the English courts.

17.6 A person who is not party to these Ford Online Terms & Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

17.7 Whilst acting as a consumer, if a non-financial services related dispute arises that cannot be resolved between us within a reasonable timescale, you may refer the dispute to the free independent Advisory and Conciliation Service operated by The Motor Ombudsman, the government-backed, self-regulatory body for the motor industry. Ford Motor Company Limited is willing to engage with this type of dispute resolution. For details of this service you can call the dedicated Code Advisory and Conciliation Service Consumer Advice Line on 0345 241 3008, submit

an enquiry or complaint via the website www.themotorombudsman.org or write to The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN.