

EXTENDED TEST DRIVE TERMS AND CONDITIONS

The following terms and conditions apply to any extended test drive booking and are between the main driver of the test drive (“**You, Your**”) and Volvo Car UK Limited (“**VCUK**”). At the time of booking You will be required to agree to the following terms and conditions and agree to be responsible for ensuring all other drivers who would like to take part in the test drive (“**Named Drivers**”) comply with these terms and conditions.

VCUK reserves the right to withdraw the extended test drive or to amend these terms and conditions without prior notice at any time, for whatever reason, and without liability to You for doing so.

1. Eligibility

The extended test drive is open to UK mainland residents only who possess a valid credit card. You and each Named Driver:

- must hold a current full (not provisional) EU driving licence, with no more than 6 points accrued in the last 2 years, that has been valid for at least 12 months;
- agree to submit driver licence details to allow VCUK to carry out driver licence checks. Failure to submit driver licence details at least 8 days prior to the extended test drive may result in the extended test drive being cancelled or delayed; and
- are required to present all driving licences at the beginning of Your test drive and agree to these driving licences being copied for identification purposes. If You fail to present all required driving licences, we will be unable to continue with the test drive and it will be regarded as an abort test drive, and subject to an abort fee of £150 in accordance with paragraph 20.2.

All drivers must be 25 years or over to participate in this test drive programme. Drivers over the age of 75 may be required to supply information confirming their fitness to drive. You hereby declare that You and all Named Drivers are in good health, their eyesight is of the standard required for the UK road driving test and that they are not suffering any illness or disability which may make it unsafe for them to drive.

2. Term

2.1 You are only allowed to make one booking for an extended test drive. A booking constitutes a minimum of one overnight and a maximum of three overnights. An extension of Your period of use may be agreed in exceptional circumstances at least two business days in advance by contacting 0800 400 430 between the hours of 9:00am – 5:30pm Monday – Friday (excluding UK bank holidays).

2.2 Delivery and collections cannot occur on Saturday, Sundays or Bank Holidays or outside the times confirmed for the booking.

3. Title

Title to the vehicle shall remain with VCUK at all times. You shall not offer to sell, assign, lease, mortgage, charge, encumber or part with possession or otherwise deal with the vehicle.

4. The Vehicle

Vehicles for the extended test drive are subject to availability. Whilst VCUK can guarantee the chosen model, we cannot guarantee a particular specification, engine or transmission.

5. Vehicle Insurance

5.1 The Driver and all Named Drivers will at all times (including during driving), operate and treat the vehicle with reasonable care. The vehicle is insured by VCUK strictly for Your use and the use of a maximum of 2 pre-approved Named Driver(s), who have submitted their driving licence details in advance of the test drive period and been approved to drive the vehicle by VCUK.

5.2 Volvo is self insured; however they hold a motor insurance policy which is **third party only** for Your use of the vehicle and the use of pre-approved Named Driver(s). You must not do anything to invalidate this insurance, including driving without a licence. An excess of £500 is payable by You under the insurance policy in the event of a claim. If the value of the repair is lower than the excess charge applicable, You will only be required to contribute the actual repair cost. Excess only applies if a claim cannot be recovered from other third party insurers.

5.3 Insurance cover is for social, domestic and pleasure. The vehicle must not be used for business purposes.

5.4 VCUK must be informed immediately of any accident, theft or any damage whatsoever caused to the vehicle on 01869 353 690. A Volvo Approved Body and Paint Centre must be used to repair any accident damage sustained and this will be arranged directly by VCUK. VCUK shall be under no liability whatsoever in respect of loss, damage or injury to any person or persons which may occur in connection with, or arising out of, the vehicle or its use of any defect, latent or otherwise, therein, howsoever caused and You will indemnify VCUK against all costs, claims and demands of whatever kind arising in respect of, or in conjunction with the loan of the vehicle and the use of the vehicle by You and Named Drivers.

6. Volvo Assistance Roadside Recovery

All extended test drive vehicles are covered by Volvo Assistance. In any incident that Volvo Assistance is required, the driver shall contact both Volvo Assistance on Freephone number 0800 777 116 at the time of assistance, stating the vehicle registration number and 0800 400 430 Monday – Friday 9:00 – 5:30pm, excluding UK bank holidays.

7. Windscreens and glass

Windscreen replacement should preferably take place at your local Volvo dealership. Alternatively, if the vehicle is not mobile call the Volvo Tyre and Glass service on 01869 226 095.

8. Tyres

For mobile tyre repair or replacement, contact your local Volvo dealership or call the Volvo Tyre and Glass service on 01869 226 095.

9. Cancellations and Amendments

A minimum of two business days' notice prior to the booked start date is required for any cancellation or amendments by contacting 0800 400 430 between the hours of 9:00am – 5:30pm Monday – Friday (excluding UK bank holidays). Late cancellations are subject to a charge of £150 as set out in paragraph 20.2 below.

10. Vehicle Delivery

10.1 Only You are able to accept the vehicle upon delivery. You are required to provide your driving licence upon delivery to the driver who will take a photo for our records.

10.2 The vehicle must be inspected by You on delivery and any defects or discrepancies must be noted by the delivery driver. The driver will take photos at delivery.

10.3 Due to covid-19, for your safety and peace of mind, the vehicle will be sanitised at the preparation centre and re-sanitised by the driver upon delivery. Keys will be sanitised and left in the centre console. You have the right to refuse a product handover and can seek clarity around the vehicle functions by calling our Test Drive+ agents on 0800 400 430 Monday – Friday 9:00 – 5:30pm, excluding UK bank holidays.

10.4 If you fail to accept delivery of the vehicle on the dates and times confirmed at time of booking, You will be required to pay an abort fee of £150 in accordance with paragraph 20.2

11. Vehicle return

11.1 The vehicle shall be returned in a clean and roadworthy condition. You are required to sanitise the areas of the vehicle you and your passengers have touched in order to ensure the safe handover of the vehicle to the collecting driver. Keys should be sanitised and left on the driver seat at collection. Should the vehicle be returned in a condition which is not equivalent to that in which it was originally supplied to You (taking into account normal wear and tear), VCUK will repair the vehicle to its original condition and recharge You accordingly. The driver collecting your car will check the car whilst you are present and note any obvious damage. However, this does not constitute the final assessment of the vehicle. Volvo will have the vehicle cleaned and then inspected by an experienced vehicle inspector on return to the demonstration centre. You will be notified of any recharge within 3 business days of the return of the vehicle.

11.2 Any loose items You remove from the vehicle at the point of delivery such as, and not limited to, parcel shelves, mats and in the case of hybrid/electric vehicles, charging cables, must be placed in the vehicle before collection. Any shortages will be recharged to You.

11.3 The vehicle must be made available from 8.00am for a morning collection and from 1pm for an afternoon collection on the agreed date and at the location provided. Any changes to the collection dates and address MUST be notified to 0800 400 430 between the hours of 9:00am – 5:30pm Monday – Friday (excluding UK bank holidays) with at least two business days' notice. If not, you may be subject to an abort fee of £150 as detailed in paragraph 20.2 below.

11.4 All vehicles must be returned with the same amount of fuel they were delivered with.

11.5 In the event of failure to return the vehicle, VCUK reserves the right to enter Your premises to repossess the vehicle and You hereby agree to indemnify VCUK against all claims or rights of action arising therefrom. You will be charged a late return fee of £150 per day for each day the vehicle is returned late in accordance with paragraph 20.2.

12. Fines and charges

All fixed penalty charges, parking fines, bridge tolls or congestion charges and related administration costs if applicable (with the exception of the initial delivery and collection of a vehicle when delivered/collected into a congestion charging area) etc. incurred during the period of the extended test drive are Your sole responsibility. Any penalty charges incurred by VCUK will be recharged to You.

13. Vehicle use

13.1 The vehicle has been provided for evaluation purposes and should not be subject to unreasonable use. The vehicle must only be used on public roads and may not be used for hire and reward, rallying or motorsports, or taken off-road.

13.2 VCUK provides you with a mobile phone to experience Volvo On Call during the period of your test drive. This phone is the property of VCUK and must be returned along with the vehicle at the time of the appointed collection.

14. Vehicle use abroad

Please note that vehicles must not be taken abroad.

15. Right of inspection

You shall allow VCUK and, its servants or agents, to inspect the vehicle at any time and give all reasonable access to it during the period of the extended test drive.

16. Mobile phones or any other devices

Any fitment of a car phone or any other device to the vehicle is prohibited (this is different to pairing your phone to the vehicle which is permitted).

17. Misfueling

In the event that incorrect fuel is dispensed into the vehicle, please contact your local Volvo Approved Repairer or Volvo Assistance on Freephone number 0800 777 116.

18. Smoking

VCUK respectfully requests that drivers refrain from smoking in vehicles loaned for the extended test drive.

19. Personal possessions

VCUK and its agents take no responsibility for any personal possessions left in a loan vehicle. Personal items being transported are also not covered.

20. Credit Card pre-authorisation

20.1 Up to 7 days before You take delivery of the vehicle, You will need to pre-authorise the payment of £500 (the “**Deposit**”). The Deposit is payable by a credit or debit card in Your name only (Visa, MasterCard and American Express). VCUK uses Global Payments (which is a trading name of GPUK LLP) (“**Global Payments**”) for internet payment services. You agree to Global Payments handling the payment transaction, your card details and any other information necessary for such payment transaction to be executed by Global Payments (including but not limited to fraud prevention). Global Payments is authorised by the Financial Conduct Authority to securely manage payment transactions.

20.2 The Deposit will be automatically used to cover any payment or charges due to VCUK in accordance with these Terms and Conditions and will be taken from your account within five business days of the return of the vehicle. Such payments or charges will include:

- a) In the event of an insurance claim, an excess of £500 (unless the value of the repair is lower than the excess charge applicable) in accordance with paragraph 5.2;
- b) In the event the vehicle is returned in a condition which is not equivalent to that in which it was originally supplied to You (taking into account normal wear and tear) in accordance with paragraph 11.1;
- c) In the event the vehicle is returned without any loose items which have been removed by You from the vehicle at the point of delivery in accordance with paragraphs 11.2;
- d) A £150 late cancellation or amendment fee will be charged if at least 2 business days’ notice is not given to cancel or change a booking in accordance with paragraph 9;
- e) A £150 abort fee will be charged if You fail to present all driving licences or fail to accept delivery or return the vehicle on the dates and times confirmed at time of booking in accordance with paragraphs 1, 10.3 and 11.3;
- f) A £150 late return fee per day will be apply for each day the vehicle is returned late in accordance with paragraph 11.5.

20.3 Once all applicable payments and charges have been paid, the remainder of the Deposit will be reversed within two business days after payment. If no payments or charges are due, the pre-authorisation of the Deposit will be reversed within five business days of the return of the vehicle.

20.4 In the event You cancel the extended test drive after the Deposit has been pre-authorised, the pre-authorisation of the Deposit will be automatically reversed after five business days. You can make any required cancellation or amendments in accordance with Paragraph 9 by contacting 0800 400 430 between the hours of 9:00am – 5:30pm Monday – Friday (excluding UK bank holidays).

21. General

21.1 You agree that You shall not place any signage or advertising on, or mark in any way, the Vehicle.

22. Termination of Agreement

22.1 VCUK may terminate this Agreement immediately by notice to You if:

22.1.1 You are banned from driving or cease to hold a valid driving license or,

22.1.2 You are believed to be under the influence of drugs or alcohol at time of delivery, or

22.1.3 You are in breach of any conditions of these Terms and Conditions.

22.2 Upon termination of this Agreement, you shall promptly make the vehicle available for collection by VCUK. In the event that you fail to make the vehicle immediately available for collection, You grant VCUK an irrevocable licence to enter the premises where the vehicle is stored for repossession.

23. Data

23.1 Your personal data will be processed in accordance with the following Volvo Cars information notice: <https://www.volvocars.com/uk/footer/information-notice/01>

23.2 To view the Volvo Cars Privacy Policy please visit: <https://www.volvocars.co.uk/privacy>.