

# Mitsubishi Buy Online

## Customer Terms and Conditions - PCP & HP

These are the terms and conditions which will apply if the transaction takes place through our website [buy.mitsubishi-cars.co.uk](http://buy.mitsubishi-cars.co.uk) (the "Buy Online Website"). Other terms and conditions will apply if you purchase a vehicle through another method.

### About Us

[buy.mitsubishi-cars.co.uk](http://buy.mitsubishi-cars.co.uk) is a site operated by Shogun Retail Limited, trading as Mitsubishi Buy Online ("We").

We are a company registered in England under company number 10910706 and our registered office is at Watermoor, Cirencester, Gloucestershire, GL7 1LF. Our VAT number is GB 276125304.

The Buy Online website aims to provide you with the information to make an informed decision about a finance plan appropriate to your needs. We are not independent financial advisers but we are authorised and regulated by the Financial Conduct Authority as a Credit Broker and Intermediary. This means that we can introduce you to a lender and other product providers to assist with your purchase, who may reward us for introducing you to them.

You can contact us on 01285 647600 or by emailing us at [mitsubishi-buyonline@mitsubishi-cars.co.uk](mailto:mitsubishi-buyonline@mitsubishi-cars.co.uk) or in writing using the registered office address above.

We will contact you about your order using the details you have provided to us through the Buy Online Website.

### These Terms

By using the Buy Online Website you agree to these terms and conditions. If you do not agree to these terms and conditions, you must stop using the Buy Online Website immediately.

If you do not wish to use the Buy Online Website, please visit [www.mitsubishi-cars.co.uk/dealers](http://www.mitsubishi-cars.co.uk/dealers) to find a local Mitsubishi Dealer who may help you. Your local Mitsubishi Dealer will make available the same new vehicle offers and discounts as are set out on our website in addition to their usual offering, and will allow you to pay for your new vehicle through another method which will be subject to status and terms and conditions.

We recommend that you print a copy of these terms and conditions for future reference.

### Definitions

**"Buy Online Website"** – the online sales platform operated by Shogun Retail Limited.

**"Buy Online Customer Account"** – the area of the Mitsubishi Buy Online website where you can log in securely to manage your test drive booking and/or vehicle order.

**"Delivery Fee"** – a £100 fee payable for the option to have your vehicle delivered to your home or workplace.

**"Document Pack"** – documents relating to your purchase and finance agreement, which will be provided to you following the acceptance of your finance proposal.

**"Finance Agreement"** – the credit agreement between you and SFS as more clearly defined in Clause 2 of this agreement.

**“Handover”** – the appointment booked with a Mitsubishi Dealer to supply you with your new vehicle and take you through its functions and operations and, where applicable, inspect your Part Exchange Vehicle.

**“Mitsubishi Buy Online”** – a trading style of Shogun Retail Limited.

**“Mitsubishi Dealer”** – an authorised retailer of Mitsubishi goods and services.

**“On The Road Price” or “OTR”** – the Manufacturer’s Recommended Retail Price without any manufacturer discount or saving applied.

**“Part Exchange Vehicle”** – your existing vehicle that you may choose to sell to Shogun Retail Limited as part of the purchase of a new Mitsubishi vehicle.

**“Reservation Fee”** – a £350 fee payable as part of the checkout process to reserve your chosen vehicle.

**“SFS”** – Shogun Financial Services is a trading style of Shogun Finance Limited, a company registered in England under company number 01963821 with a registered office at 116 Cockfosters Road, Barnet, EN4 0DY and a provider of finance.

**“Valuation”** – the monetary value offered to you for the purchase of your Part Exchange Vehicle.

## 1. Ordering Your Vehicle Online

The Buy Online Website is available for you to configure, finance and place an order for a new vehicle for delivery or collection only in England, Scotland, Wales and Northern Ireland. You can also arrange a part exchange for your existing vehicle and use the funds towards the deposit for your new vehicle.

### Financing Your Vehicle

Where you order a new vehicle through our Buy Online Website, our role is to take you through the online order process where, if appropriate, you may be able to pay for your new vehicle through a finance plan.

We act as the *credit broker* in respect of the Finance Agreement, and SFS is the lender. Where you choose any general contract of insurance such as Guaranteed Asset Protection, Extended Warranty, Driveaway Insurance (as detailed in Clause 3 below), we act as the *arranger* of those products (and will promote, offer and conclude your contract for insurance).

Note: Driveaway Insurance will only be available for Mitsubishi customers between 25 and 99 years of age.

Allianz Insurance Plc is the underwriter of Extended Warranty and the Mitsubishi Assistance Package.

Original Insurance is the underwriter of the Driveaway Insurance.

Car Care Plan is the underwriter of Guaranteed Asset Protection.

Any insurance products underwritten by Allianz Insurance Plc, Original Insurance or Car Care Plan shall be subject to their terms and conditions, as updated from time to time.

If you wish to arrange vehicle finance through an alternative provider you will need to do this separately, prior to placing an order through [buy.mitsubishi-cars.co.uk](http://buy.mitsubishi-cars.co.uk) as a cash buyer. As such your agreement with the Buy Online Website will be as a cash buyer and it is solely your responsibility to manage and comply with the terms of your separate finance agreement, to which the Buy Online Website will not be party.

### Vehicle Availability

The information provided on the Buy Online website is based on offers available today, which may be altered at any point without prior notice.

Your order will be subject to availability, confirmation of the order price and acceptance of any finance proposal by SFS.

The vehicles available from the Buy Online Website are from our current range, please note that certain vehicles are only eligible for specific finance plans. Every care has been taken to show accurate information on the Buy Online Website, but please note that these images are for illustrative purposes only and it is possible that deviation from the exterior and interior colours shown may occur as a result of the screen used to view the Website. We cannot accept any liability for deviations in the colour of the exterior or interior of the vehicle ordered.

### **Ecommerce Pricing**

All new retail vehicles on the Buy Online Website are shown with On The Road Prices (OTR). OTR prices include VAT at 20%, Government Road Fund Licence, First Registration Fee (£55) and the cost of delivery to a Mitsubishi Dealer's premises.

As you progress through your online journey, you will be given the opportunity to customise your selected vehicle, adding accessories which will be added to the OTR price and other optional extras.

Any changes that are made to VAT rates, registration fees, Vehicle Excise Duty and the Plug-in Car Grant/Plug-in Van Grant are outside of our control and where such changes occur, we will adjust the purchase price of the vehicle accordingly. You will be notified by email of any such changes.

The prices quoted on the Buy Online Website are based on offers that are available today, we reserve the right to withdraw any promotion or offer on the Buy Online Website at any time and without prior notice.

### **Plug-in Car/Van Grant**

The Plug-in Car Grant (PiCG) and Plug-in Van Grant (PiVG) are government grants available in the UK (excluding the Channel Islands and Isle of Man) to subsidise the cost of certain new plug-in vehicles, including the Mitsubishi Outlander PHEV and Mitsubishi Outlander PHEV Commercial vehicles. We apply for the grant on your behalf and the subsidy is accounted for in your quote.

## **2. Finance Plans**

The finance plans available from SFS through the Buy Online Website are only available to UK residents, excluding Channel Islands and Isle of Man. You must be over 18 to apply and all finance is subject to status and lending criteria. If you are a resident of the Channel Islands or Isle of Man and wish to make a cash purchase of a new Mitsubishi vehicle online, please contact [mitsubishi-buyonline@mitsubishi-cars.co.uk](mailto:mitsubishi-buyonline@mitsubishi-cars.co.uk).

### **Order process**

Once you have configured your vehicle on the Buy Online Website and defined your finance parameters, by submitting an order through the Buy Online website, you are stating your intention to enter into a finance agreement for your chosen vehicle.

If you do choose finance, then we will complete your finance application for you based on the information that you provide so it is your responsibility to ensure it is accurate.

Once you have placed an order, we will send you an email acknowledgement, but a contract will not be formed at this stage.

We will assign a reference number to your order and tell you what it is in your order acknowledgement. Please be prepared to tell us the reference number whenever you contact us about your order.

We will submit your finance request to SFS using the details that you have provided, so please check this carefully to ensure accuracy. We aim to submit your application within 24 hours of receipt of your order. Your finance request will then be reviewed and as part of this your application will be subject to the credit approval checks outlined below in Clause 15.

Your order will not be confirmed until your finance application is accepted. If your request for finance is declined, we will write to you by email to confirm and ask how you would like to proceed.

If your request for finance is accepted, we will notify you by email and then upload a document pack ("Document Pack"), including your Finance Agreement, to your Buy Online Customer Account. A

password to access these documents will be emailed to you separately. We will also post your Document Pack to you.

You are required to complete all of the documents in your Document Pack, including signing your Finance Agreement, and return these to us. You can complete and sign the documents posted to you and return these by post, or alternatively you can upload scanned copies of these to your Buy Online Customer Account.

Please ensure you complete the documents included in your Document Pack in accordance with the timescales, instructions and guidance included in the pack. Failure to do so will prevent us from further processing your order and cause unnecessary delays. Completion of your order and delivery or Handover of your new vehicle is conditional on you signing and returning your Finance Agreement to SFS at least 2 working days prior to your planned vehicle Handover date.

Once SFS has received your documentation, they will sign the Finance Agreement, which constitutes acceptance of your offer. At this point, a contract will be formed between you and SFS for the finance and use of your new vehicle.

If we are unable to accept your order because of factory related issues; issues with your eligibility prior to the date of delivery or collection (as applicable); 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.

We reserve the right to withdraw from the order process for the supply of your new vehicle if you do not complete the documentation as required, within a reasonable time.

### 3. Upgrades and Extras

Where you have opted to purchase optional upgrades and extras (e.g. Mitsubishi Service Plan, Guaranteed Asset Protection etc), the full details of these policies will be uploaded to your Buy Online Customer Account and can be viewed using the following links:

Driveaway Insurance – [http://www.mitsubishi-cars.co.uk/media/pdfs/buy-online/Driveaway In surance Policy Document.pdf](http://www.mitsubishi-cars.co.uk/media/pdfs/buy-online/Driveaway%20Insurance%20Policy%20Document.pdf)

Excess return - <http://www.mitsubishi-cars.co.uk/media/pdfs/buy-online/excess-return-T&Cs.pdf>

Extended Mileage Warranty – please see here for more information - <http://www.mitsubishi-cars.co.uk/owners/warranty/> or refer to the vehicle handbook for full terms and conditions.

Guaranteed Asset Protection (GAP) – <http://www.mitsubishi-cars.co.uk/media/pdfs/buy-online/gap-policy-document.pdf>

Mitsubishi Service Plan (MSP) and Mitsubishi Service Plan + (MSP+) - <http://www.mitsubishi-cars.co.uk/media/pdfs/buy-online/msp-T&Cs.pdf>

### 4. Part Exchange

If you choose to part exchange your current vehicle (“Part Exchange Vehicle”) as part of the Buy Online process, we will supply you a vehicle valuation (“Valuation”) based on the information you have provided to us and the estimated Handover date of your new Mitsubishi vehicle. If you choose to accept this Valuation then the amount offered will be used towards the deposit on your new Mitsubishi vehicle, subject to the terms and conditions detailed in this document.

In the event that you have opted for a Personal Contract Purchase plan and your Part Exchange Vehicle’s value exceeds the maximum deposit criteria, the Fulfilment Team will contact you to arrange cashback.

The Valuation is based on data supplied to us by British Car Auctions Limited and will be valid for a specified time period. We will notify you in your Buy Online Customer Account and by email when the Valuation is due to expire and, in the event of expiry, offer you the opportunity to obtain a revised Valuation for your Part Exchange Vehicle.

A Valuation for your Part Exchange Vehicle will be supplied based on the information you have supplied to us and is dependent on the following criteria being met, that:

- You are the registered keeper of the Part Exchange Vehicle, have the legal right to sell it and possess the V5 document
- The vehicle is registered in mainland UK (we cannot accept vehicles registered in the Isle of Man or the Channel Islands)
- The vehicle (if required) has a valid MOT, which will have more than two months' remaining validity at the point of Handover
- At the Handover, the vehicle's mileage will be within 3,000 miles of that given during checkout
- The vehicle will not be due a service within 1,000 miles at the point of Handover
- There are no noticeable problems with the clutch, gearbox, suspension, steering, transmission or braking
- All electrical items are working as expected
- All tyres meet the minimum legal requirement
- The vehicle has not sustained major accident damage or been categorised as an insurance write off
- The vehicle has not been used for hire or reward as a taxi, emergency response vehicle, driving school tuition vehicle, Ministry of Defence vehicle etc
- The vehicle has not been modified for appearance or performance
- The mileage shown on the vehicle odometer is accurate
- The vehicle was sold by a franchised dealer in the UK, i.e. is not an unofficial import
- You are able to provide written proof of the vehicle's service history (if applicable)

If there are any changes to this information or we find the information supplied to be inaccurate or incomplete, we reserve the right to alter the Valuation and will notify you of this. We will carry out a history and mileage verification check and will contact you if we find any discrepancies.

The Handover of your Part Exchange Vehicle will be conducted by a participating Mitsubishi Dealer, acting on behalf of Mitsubishi Buy Online. The Handover can be booked at any participating Mitsubishi Dealer, with a number of dealers also offering the option to complete the Handover at your home or workplace. Please refer to Clause 7 for more information on the Handover process.

At Handover, your current vehicle will be inspected and tested by the Mitsubishi Dealer. They will use the same criteria to value your current vehicle as you have used on the Buy Online Website and if they find significant differences whilst carrying out this process, you will be notified and asked to make a debit or credit card payment to cover this difference.

At the time of the Handover, the Part Exchange Vehicle must not be due a service within 1,000 miles and the vehicle's mileage must be within 3,000 miles of the mileage stated at the time of Valuation.

At Handover, you will be required to supply the Part Exchange Vehicle's V5, MOT certificate (if applicable) and proof of service history (if applicable) and provide all relevant items expected with the vehicle, e.g. keys, radio codes, and spare wheel etc.

If your Handover is taking place at your home or workplace and you have a Part Exchange Vehicle, you must ensure that the vehicle is in a roadworthy condition and contains a minimum of ¼ tank of fuel in order for the Handover to take place.

The risk of your Part Exchange Vehicle will pass to Mitsubishi Buy Online at the point at which the Handover takes place.

### **Settling Finance on Part Exchange Vehicles**

As part of the Valuation process, you will be asked if there is any outstanding finance on your Part Exchange Vehicle. You can find this out by contacting the finance company or bank with whom you have the finance agreement.

Once your Finance Agreement is approved and your order is confirmed, we will contact you to ask how you plan to settle any outstanding finance on your Part Exchange Vehicle.

If you wish for Mitsubishi Buy Online to settle any outstanding finance on your Part Exchange Vehicle on your behalf by deducting the amount from the value of your new vehicle, we will contact your lender to obtain your settlement figure and settle the finance on your behalf.

## **5. Test Drive**

You can choose to take a test drive at any point during the Buy Online process at any participating Mitsubishi Dealer. Although we make every effort to ensure that the vehicle(s) you have selected are available for test drive, occasionally, due to circumstances outside of our control, this might not be possible and on these occasions, we will do our best to notify you in advance.

The date, time and location of your test drive booking will be confirmed by email and you can amend or cancel this at any time by logging into your Buy Online Customer Account. The Mitsubishi Dealer's details will be provided in your email confirmation in case you should need to contact them.

You will be required to bring your driving licence, which will be checked against the DVLA database before you can take a test drive.

## 6. Payment and Ownership

### Reservation Fee

In order for us to process your order for a new Mitsubishi vehicle, we will require payment of a refundable Reservation Fee of £350 by credit or debit card at the end of the online checkout process. This will be returned to you in full if you cancel your order, within 2 working days of you notifying us of such cancellation.

Payment of the Reservation fee notifies us of your interest in a particular vehicle and of your intention to finance that vehicle via a Finance Agreement; it does not prevent that vehicle from being sold or withdrawn from sale prior to the completion of the Finance Agreement.

The Reservation Fee will be used towards your vehicle deposit unless you notify us otherwise by email. To do this, please email [mitsubishibuyonline@mitsubishi-cars.co.uk](mailto:mitsubishibuyonline@mitsubishi-cars.co.uk) within 48 hours of placing your order and include your name and order number in the email. If you wish to have your Reservation Fee refunded then we will contact you with a revised finance offer, taking this into account.

### Delivery Fee

If you have elected for home/workplace delivery, we will take an additional payment of £100 during the online order process.

### Deposit

You will be asked to pay any deposit payable in advance and will be directed to do so via the Buy Online Website.

Please note that there are limitations on the amount you can pay as a deposit towards your new vehicle for Personal Contract Purchase plans.

### Payment Method

Any card payment that we take from you will be directed through a secure payment portal and your card details will not be stored by us. By making this payment, you confirm that you are authorised to use the payment method provided. We and/or your card issuer may carry out security checks to confirm that this is the case. Your order will not be submitted until this payment is authorised.

Any refund (of the Reservation Fee or that you may otherwise be owed) will be made via the same secure payment portal and to the same card that you used to pay with. If your card has been cancelled, expired or has otherwise changed, please inform us immediately. If you fail to do this and a refund is made to your original card, you may need to coordinate with your bank or your payment services provider to obtain your refund.

Please note that 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.

We are not responsible for any charges or penalties which may be imposed by the payment provider in connection with any payment made through the secure payment portal as a result of payment being processed.

### Ownership of the vehicle



You will become the registered keeper of the vehicle when the vehicle is registered and therefore responsible for taxing, insuring and servicing the vehicle, but because you are choosing to use a finance agreement to pay for your new vehicle, it is important to remember that the finance company owns the vehicle and you will not become the owner of the vehicle until all payments under the finance agreement are made, including any final payments under PCP plan options.

## 7. Vehicle Handover

We display an estimated lead time for your new vehicle during the vehicle purchase process and your selected Handover date will be based on this lead time. If the Handover of your new vehicle is delayed by events outside of our control or your Mitsubishi 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 may contact us in writing to notify us of your cancellation of the contract. We will refund you for any payments already incurred in respect of your vehicle.

The Handover of your new vehicle will be conducted by a participating Mitsubishi Dealer, acting on behalf of Mitsubishi Buy Online. The Handover can be booked at any participating Mitsubishi Dealer, with a number of dealers also offering the option to complete the Handover at your home or workplace.

Achieving the date you book for your vehicle Handover depends on a number of factors, including the timely completion and submission of any paperwork requested.

A Handover checklist will be uploaded to your Buy Online Customer Account to help you manage this process. The date will be confirmed in writing to you once we have received all outstanding payment and paperwork. If there is a delay caused by us not having received the paperwork from you, this may result in a reduction of your part exchange Valuation or other changes, for example the withdrawal of offers or incentives which may affect the finance deal. If this is likely to happen, we will inform you in advance.

Whilst we will always do our utmost to try and achieve the agreed delivery date and time; however, we cannot be held responsible for delays caused by events outside of our control or the control of your Mitsubishi Dealer.

### Collect from Mitsubishi Dealer

If you have chosen to collect the vehicle from a participating Mitsubishi Dealer's premises, you will be given a time for collection on your selected date.

You will not be charged a delivery fee where you choose to collect your vehicle from a Mitsubishi Dealer.

### Home Delivery

Please note that we can only deliver vehicles to your home or workplace and the address used for delivery must either be the billing or shipping address registered on your Buy Online Customer Account.

Home or workplace delivery will incur a cost of £100 which will be charged to you as part of the checkout process (please see 'Payment and Ownership' for more information).

Please note that if you do choose to have your Handover at your home or workplace, there must be sufficient 3G or 4G mobile data signal to enable a Mitsubishi Dealer to access the Internet and conduct the Part Exchange Vehicle appraisal. In the event that this is not possible, the Handover will need to be re-scheduled at a suitable location. If you have any concerns about the signal at your desired Vehicle Handover location, please contact us.

The Mitsubishi Dealer conducting your vehicle Handover will only be able to deliver the new vehicle to the person named as the customer in the order acknowledgement.

### Identity Verification

The Mitsubishi Dealer will carry out an identity check for fraud prevention purposes.

In the event of collection from a Mitsubishi Dealer, your Dealer will verify and make copies of these documents before your vehicle is released to you.

In the event of home delivery, you will be asked to provide the original documents that we have requested in advance at the point of Handover. We will confirm acceptable forms of identity to you as part of the post-order process, but these include a valid passport or UK driving licence. The identification documents are required to ensure the vehicle is delivered to the correct person. On Handover, the Mitsubishi Dealer will review these to ensure their authenticity and if they have any doubt they will not hand the vehicle over to you. In this case, we may arrange an alternative date for the Handover with you.

### Risk

You will be responsible for insuring your new vehicle from the point of the vehicle Handover. You may elect to obtain a free Driveaway Insurance from our approved supplier as part of the vehicle order process to help with this process. For customers resident in Northern Ireland, we will require proof that the vehicle is insured in the form of a valid vehicle insurance certificate before the Handover can take place.

Please note that the mileage of your new vehicle will include delivery mileage of up to 100 miles.

## 8. Amending Your Order

You will be able to amend your order up until you have signed your Finance Agreement. Each amendment represents the request of a new offer and the potential cancellation of your existing order.

On receiving your amendment request, we will inform you of the impact of that change which could relate to delivery date, price of your new vehicle and value of your Part Exchange Vehicle; all of which may impact your monthly payment through your finance payment plan. If we both agree to the amendment of the order then a revised order confirmation will be sent to reflect your new order and your old order will be cancelled.

If you do wish to amend your order, please contact us on 01285 647600 (Monday to Friday 8am-8pm and Saturday to Sunday 9am to 5pm) or email [mitsubishibuyonline@mitsubishi-cars.co.uk](mailto:mitsubishibuyonline@mitsubishi-cars.co.uk).

## 9. Cancelling Your Order

If you change your mind about an order for a new vehicle placed on the Buy Online Website, you can cancel this order at any point prior to SFS signing the Finance Agreement. To check whether SFS have signed the agreement please contact us on 01285 647600 (Monday to Friday 8am-8pm and Saturday to Sunday 9am to 5pm) or email [mitsubishibuyonline@mitsubishi-cars.co.uk](mailto:mitsubishibuyonline@mitsubishi-cars.co.uk).

To cancel the order, please email [mitsubishibuyonline@mitsubishi-cars.co.uk](mailto:mitsubishibuyonline@mitsubishi-cars.co.uk) or write to us at Mitsubishi Buy Online, Watermoor, Cirencester GL7 1LF. You will not be charged for the vehicle and your Reservation Fee, Deposit and Delivery Fee will be refunded.

## 10. Consumer Rights and Faulty Goods

You have certain legal rights in connection with your purchase/financing of a new vehicle.

If, on delivery, collection or Handover of your new vehicle, you discover a fault or find that the vehicle does not meet the specification chosen by you on the Buy Online Website, you must report this to us as soon as possible since a delay in doing so might affect any remedy available to you. Please contact us on 01285 647600 or by emailing us at [mitsubishibuyonline@mitsubishi-cars.co.uk](mailto:mitsubishibuyonline@mitsubishi-cars.co.uk) or in writing to Mitsubishi Buy Online, Watermoor, Cirencester, Gloucestershire, GL7 1LF where we will discuss your rights and remedies with you.

**Please note that if you have purchased a vehicle using finance, the contract for the supply of the vehicle to you is with SFS. In this instance, any remedy available to you must be agreed by SFS.**



You have legal rights if we are unable to deliver the vehicle or make it available for collection, or if we are late in delivering the vehicle to you, or making it available for collection by you (where you have told us before we accepted your order that delivery or collection on the delivery date was essential). You can give us a new deadline for delivery (which must be reasonable), or you can cancel your order and reject the vehicle. If the vehicle has been delivered to you, you must either return it in person to your participating Mitsubishi Dealer, or allow us to collect it from you. We will pay the costs of collection.

## 11. Manufacturer's Warranty

All our new vehicles have a 5 year, 62,500 mile warranty (whichever comes first).

For the latest terms and conditions surrounding the warranty please refer to the Mitsubishi website or see the details provided with your new vehicle.

## 12. Our Liability to You

If we do not comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching any term or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract is made, both we and you know it might happen, for example, if you discuss it with us before you place your order.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; for fraud or fraudulent misrepresentation; for breach of your consumer rights in relation to the vehicle.

## 13. Account, Password and Security

You agree that you will only access our website for the purposes set out in these terms and conditions. You may only use our website for lawful purposes.

### Your Buy Online Customer Account

Where you create a Buy Online Customer 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 Buy Online Customer 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 Buy Online Customer Account has been accessed without your authority. We may disable your Buy Online Customer Account immediately if we know of or suspect any misuse.

### Secure Payments

Where you make any payment online or over the telephone in connection with any online order, we use a secure payment portal and will ensure that your payment card information is kept secure.

## 14. Privacy

We are committed to handling your personal information responsibly and protecting your privacy.

For the purpose of the Data Protection Act 1998 (as amended or updated from time to time), where any personal information is collected from you through the Buy Online Website, the data controller is Shogun Retail Limited.

Your personal information will be used as set out in this privacy policy. Our full privacy policy can be reviewed by clicking this link: <http://www.mitsubishi-cars.co.uk/company/data-protection/>

If you have any requests concerning your personal information or any queries with regard to these practices please contact our data manager by e-mail at [datamanager@mitsubishi-cars.co.uk](mailto:datamanager@mitsubishi-cars.co.uk).

### Cookies

We use small text files, known as cookies, to store data about your visit to our website. Cookies help us to keep track of vehicles in your basket and remember you when you return to the Website.

In order to place an order on the Website, you will need to have cookies enabled. If you do not want to enable cookies, you will still be able to browse the site, but cannot complete a transaction.

The cookies we store don't contain personally identifiable information and are securely encrypted. You can read our Cookie Policy here: <http://www.mitsubishi-cars.co.uk/company/cookies/>

## 15. Identification and Credit Checks

Where you order a vehicle through our website and apply for finance, we will pass your information to SFS who:

- Will share your personal information from your application with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the privacy notice below, or at <https://financemitsubishi.co.uk/MITPrivacypolicy.aspx>.
- May obtain information about you from credit reference agencies to check your credit status. The credit reference agency enquiries may be seen by other companies making their own enquiries and may affect your ability to obtain credit elsewhere in the future. They may also use credit scoring.

For further information please contact SFS on 0344 824 8828.

To understand how the personal information you give SFS will be used, it's strongly advised that you read the Privacy Statement, which you can find at

<https://financemitsubishi.co.uk/MITPrivacypolicy.aspx>, or you can ask us for a copy.

## 16. Complaints

If you have a complaint about any aspect of our service, please contact us on 01285 647600 or by emailing us at [mitsubishibuyonline@mitsubishi-cars.co.uk](mailto:mitsubishibuyonline@mitsubishi-cars.co.uk) or in writing to Mitsubishi Buy Online, Watermoor, Cirencester, Gloucestershire, GL7 1LF.

The complaints processes for us and SFS (in relation to the Finance Agreement) will be clearly set out in your Document Pack.

If you wish to make a complaint in respect of any of the optional upgrades and extras listed in Clause 3, please contact:

### Guaranteed Asset Protection (GAP)

Post: Car Care Plan, Customer Services, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Email: [complaints@motor-admin.com](mailto:complaints@motor-admin.com).

Telephone: 0344 573 8069

### Extended Mileage Warranty

Post: Customer Support, Mitsubishi Extended Warranty Services, PO Box 1149, Croydon CR9 1ZQ

Email: [customersupport@allianz-assistance.co.uk](mailto:customersupport@allianz-assistance.co.uk)

**Mitsubishi Assistance**

Post: Customer Support, 102 George Street, Mitsubishi Assistance, Croydon CR9 6HD  
Email: Customersupport@allianz-assistance.co.uk  
Telephone: 020 8603 9853

**Driveaway Insurance**

Post: KGM Motor, St James House, 27-43 Eastern Road, Romford, RM1 3NH  
Email: compliance.kgm@kgmus.co.uk  
Telephone: 020 8530 7351

**Mitsubishi Service Plan/Mitsubishi Service Plan+**

Post: Customer Services, The Colt Car Company Ltd, Watermoor, Cirencester, Gloucestershire, GL7 1LF  
Email: cs@mitsubishi-cars.co.uk  
Telephone: 01285 647 774

**Excess Return**

Post: Retention UK Ltd, Batchworth House, Church Street, Rickmansworth, Herts WD3 1JE

## 17. Alternative Dispute Resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

In the event you remain dissatisfied with how Mitsubishi Buy Online has handled any complaint, you may want to contact the alternative dispute resolution providers we use.

You can refer a dispute to Motor Codes Limited ("Motor Codes"). Further details can be found at <https://www.themotorombudsman.org/> or alternatively you may wish to contact their advice line on 0843 910 9000.

Where the dispute relates to any financial services, then you can refer it to the Financial Ombudsman Service ("FOS"). Further details can be found at <http://www.financial-ombudsman.org.uk/> or if you prefer to speak to someone you can call 0300 123 9123 or 0800 023 4567.

Neither Motor Codes nor the FOS will charge you for referring a dispute (although you may pay an additional amount for any call to them) and if you are not satisfied with the outcome you can still bring legal proceedings.

In addition, please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform. This is a resource dedicated to the out of court resolution of disputes in relation to contractual obligations arising out of online purchasing agreements and can provide assistance if there is a contractual dispute.

## 18. Contact Details

Where you place an order via our website, our live chat and telephone agents will be available during the hours of 8am and 8pm Monday to Friday and 9am to 5pm Saturday and Sunday to assist you with any questions or comments about the vehicles, finance packages, ordering, and part exchange or delivery process.

If you have a query about our Buy Online Website or in respect of any aspect of the ecommerce journey please contact us on 01285 647600 or email us at [mitsubishi-buyonline@mitsubishi-cars.co.uk](mailto:mitsubishi-buyonline@mitsubishi-cars.co.uk) or write to Mitsubishi Buy Online, Watermoor, Cirencester, Gloucestershire, GL7 1LF.

Any queries or complaints that relate solely to your Finance Agreement should be addressed in the first instance to SFS at Customer Complaints, *St William House, Cardiff, CF10 5BH*.

Any queries or complaints that relate solely to a general contract of insurance (as listed in Clause 3) should be addressed in the first instance to the product provider (as listed in Clause 16).

## 19. Other terms

### Right to Transfer

We may transfer our rights and obligations under these terms to another organisation.

You need our consent to transfer your rights to someone else. You may only transfer your rights and obligations under these terms to another person if we agree to this in writing.

### Parties to the agreement

This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

### Severability

If a court finds part of these terms and conditions illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### Delay

Even if we delay in enforcing these terms and conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breach of any of these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### Amendments

Any changes we may make to these terms and conditions in the future will be posted on this page and, where appropriate, notified to you. The new terms and conditions may be displayed on-screen and you may be required to read and accept them to continue your use of our website and/or your Buy Online Customer Account.

### Force Majeure

We will not be liable to you if we are unable to carry out any part of the agreement in supplying your new car for any reason beyond our control (e.g. Act of God, legislation, war, actions of third parties etc.)

### Jurisdiction and Law

These terms and conditions are governed by English law and you can bring legal proceedings in respect of these terms and conditions in the English courts.