Octopus Electric Vehicles Limited Customer Service Agreement

Our Service to you
Our company is called Octopus Electric Vehicles Limited (‘Octopus Electric Vehicles’, ‘we’, ‘us’, ‘our’). In relation to the services we will provide you, we are a credit broker not a lender. This means that while we arrange vehicle finance for you we do not provide finance or lease vehicles directly. Acting on your behalf in a broking capacity we work with a number of carefully selected contract hire funders and credit providers (‘the funders’) who may be able to offer you a hire arrangement (typically a long-term lease arrangement known as Personal Contract Hire – PCH) or a finance arrangement that is known as a Personal Contract Purchase arrangement (PCP).

By asking us for a quotation for finance arrangements, you are providing your informed agreement to the terms of this Service Agreement. We draw your particular attention to the sections headed ‘Background Checks and Affordability’ and ‘The Processing of your Personal Data’.

Financial Regulation
Octopus Electric Vehicles Limited is authorised and regulated by the Financial Conduct Authority for certain consumer credit related activities, Reference Number is 809736.

Information in relation to the financial service we will provide you
Our Fees
We will introduce you to our selected panel of finance providers who may then pay us a commission for the introduction. We will not charge you any fees for arranging finance.

Background Checks and Affordability
Once we have found a quote that meets your requirements, we will need to submit your application to a funder.

With your consent the funders may use public and personal data from a variety of sources including credit reference agencies and other organisations. This will include carrying out a credit search, so they may require additional financial information from you. We will let you know if this is the case. Please be aware that credit searches can impact your credit rating, as any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us. Vehicle leasing isn’t cheap and failure to make payments is likely to impact your credit rating. We will help you consider the affordability of any offer before you accept the terms.
The Processing of your Personal Data

In your dealings with us you will provide us with ‘personal data’, which we will process in line with the requirements of the General Data Protection Regulation and the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and certain financial information.

We will process your personal data to allow us to provide our services to you, to manage future communications between ourselves and, where it is in our mutual interests, to provide you with information about our wider products and services. You can opt out of receiving such communications by e-mailing hello@octopusev.com. We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm, our panel of contract hire funders and finance providers, and with other authorised third parties and service providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with certain Rights that allow you to gain an understanding of the data being processed. If you require further information on how we process your data, or you wish to exercise your rights, please see our Privacy Notice on our website or contact our Data Privacy Representative by email hello@octopusev.com or in writing at 1 Upper James Street, London, W1F 9DE. This is the address we trade from but our registered address is 33 Holburn, London, EC1N 2HT.

Information in relation to the vehicles

The Vehicles

Please note that any vehicle descriptions and technical information are provided by the manufacturers, and we cannot be held liable for any errors or discrepancies.

We will aim to identify vehicle specification requirements as accurately as possible, but due to the large number of models and options available you should check your chosen vehicle’s specification is in line with the details given on the quotation or order confirmation. We are happy to answer any questions you may have on this. A maintenance option is available for most vehicles, please ask your sales advisor for additional information regarding this product. However, where maintenance is not included it is your responsibility to ensure that the vehicle is maintained within the manufacturer’s guidelines.

Vehicle Prices

Any prices given on our website and literature are for information purposes only and do not constitute an offer. In order to fully understand your specific requirements, we will provide you with an individual quotation. Vehicle quotations provided by us or generated from our site are not an offer of finance and are only for guidance purposes until a written order has been accepted and agreed by you in writing.
Prices quoted for personal vehicle finance include VAT, at the prevailing rate. Prices for business vehicle finance exclude VAT.

Tailored quotes are valid for 14 days but can change due to factors outside of our control, such as manufacturer price changes, the vehicle becoming out of stock, change in VAT or residual value changes.

Unless otherwise stated your quotation includes:

- Delivery by the dealer to a mainland UK address. However, if any additional delivery costs are applicable on certain vehicle offers then these will be advised to you prior to the order being processed.
- Number plates
- Road fund license for the term of the contract
- Vehicle registration charge

Orders
Once your finance application has been accepted by the funder with a signed order form, the vehicle will either be sourced from stock or will be built to your specifications.

Due to changes beyond our control such as the vehicle you have ordered not being available, or the funder making a change to the price, then we will contact you to confirm whether you want to proceed with the order, find an alternative vehicle or cancel without any penalty.

Initial payments are sometimes required prior to delivery, or in some instances can be made during a period after delivery. We will advise which applies to your order, prior to you confirming you wish to proceed, Subsequent monthly payments will be taken monthly after this payment.

Any quoted delivery date is an estimate and circumstances can arise where vehicles are delayed during manufacture or delivery. In these cases, we will keep you informed of any changes to the estimated delivery date. We have no control over manufacturer delivery times and will not accept any responsibility for any losses caused by any delay to the delivery time.

Cancellation
We will not charge any cancellation fees if you wish to cancel your order at any stage. However, cancellation fees may be levied by the funder.

Depending on the type of finance you have opted for you may have a 14 day ‘cooling off’ period. You will be made aware of this prior to signing the finance documents. If you have any more questions about this please contact us.
Delivery/Registration
Upon receipt of any initial payment, if applicable, the vehicle will be registered and delivered to your chosen mainland UK address. Any mileage showing on the odometer of the vehicle will not count towards your contracted mileage allowance.

Prior to delivery we need to show proof of insurance for the vehicle to the funder. You must be covered by the policy to drive the vehicle.

On delivery of your vehicle we hope that everything is in order and as expected. If this is not the case, then please detail any issues on the delivery note and contact us immediately. If any damage is not detailed, then we cannot accept any liability.

Excess Mileage
Your contract will have an annual mileage limit which will apply across the full term of the contract. If the vehicle is returned with excessive mileage, above the total limit for your contract, this will result in additional charges as given in the finance agreement and explained to you at outset.

Where the vehicle is returned to the funder at the end of the contract, it should be in good condition allowing for ‘Fair Wear and Tear’. Please see the British Vehicle Rental and Leasing Association guidelines on fair wear and tear which will be provided by the funder of your vehicle.

Promotions
Periodically we may introduce 'Free Offers' or 'Special Offers'. These refer to a promotional gift or accessory that is offered at no extra cost to the customer when they fulfil an order with us. Terms and conditions for these promotions will be made available at your request.

How to complain
We are committed to great customer service. If you are dissatisfied with our service please contact us on 020 3870 3892 or email feedback@octopusev.com. We are committed to acknowledging your feedback within 3 working days of receipt and making all reasonable efforts to resolving it promptly. If we can’t resolve any issues immediately we will provide you with a timescale and keep you regularly updated with our progress. If we are unable to resolve the matter to your satisfaction you may be able to refer your complaint to the Financial Ombudsman Service (http://www.financialombudsman.org.uk/)

Your Rights
Nothing in these conditions shall affect your statutory rights. Octopus Electric Vehicles Limited is registered in England and Wales. Registered Number - 10754317.
Registered Office: 6th floor, 33 Holborn, London, EC1N 2HT.