

Listers Group Limited and Falcon of Hull & Lincolnshire Limited Status Disclosure

INTRODUCTION

The Financial Conduct Authority is the independent watchdog that regulates financial services.

All the finance and insurance products are optional.

Listers Group Limited prides itself on delivering a purchasing encounter that exceeds expectations within the automotive realm. We advise that you spend some time and thoroughly read this document, as it could facilitate your decision making process regarding the compatibility of our optional products and services with your vehicle purchase.

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REGULATED STATUS

Listers Group Limited is authorised and regulated by the Financial Conduct Authority for credit related regulated activities and insurance distribution activities. The FCA Register number is 311543. Falcon of Hull and Lincolnshire Limited, FCA Register Number 403914 is an Appointed Representative of the Listers Group Limited, who is authorised and regulated by the Financial Conduct Authority. You can check the above information on the FCA Register by visiting the FCA's website at <https://register.fca.org.uk> or by contacting the FCA contact centre on 0800 111678 (freephone) or 0300 500 8082.

FINANCE AGREEMENTS – FUNDING YOUR VEHICLE PURCHASE

Listers Group and its Appointed Representatives are Credit Brokers and not Credit Lenders. We are not independent as we have contractual relationships with a limited number of lenders. Our approach is to introduce you, in the first instance, to the relevant dealership manufacturer supporting finance company. If they are not able to make you a finance offer, where we are permitted to do so, we will submit a proposal to one of our independent finance providers. We do choose from a panel of lenders but do not conduct a market appraisal. Please contact us for a list of our finance providers.

In the event that none of our lenders are unable to provide credit, we will refer you to a broker to attempt to source credit for you. Note, however, the available terms from this broker may well be inferior to the two lenders we initially introduced to you.

We do not act on behalf of either the lender or the customer when making our introduction. We offer a non-advised service. We cannot advise or provide any recommendation. We will provide you with sufficient information on the lender's financial products, but it is for you to decide whether the finance product you choose is right for you. The decision as to whether to enter into any credit agreement on the terms offered is yours.

Volvo New Vehicle Sales

We do not act on behalf of the lender regarding new Volvo vehicle sales and we do not receive any commission.

Mercedes Benz New Vehicle Sales

When arranging funding for the purchase of your Mercedes Benz, we act as a credit intermediary of Mercedes-Benz Financial Services UK Limited. They are the sole finance providers for the respective brand partner. If they are unable to make you an offer of finance, we will not be able to offer an alternative introduction to another lender. In this event, please speak with our sales team to discuss alternative options available.

COMMISSION DISCLOSURE

Consumer Credit

We do not charge you a fee for any of the financial services we provide. We will receive a commission from the lenders we work with (either a fixed fee or a fixed percentage of the amount you borrow). The lenders we work with could pay commission at different rates. Some lenders may also provide preferential rates to us for the funding of our vehicle stock and also provide financial support for our training and marketing.

Commission arrangements with our lenders have been negotiated and agreed in advance and set by the Lender. We do not have any discretion to negotiate or adjust your interest rate, APR or any other item included in the total charge for credit. The interest rate and/or APR offered to you may vary according to the age of the vehicle you purchase and/or the amount you borrow.

Consumer Hire

All lenders set their own policies regarding commission arrangements and typically the amount will be capped at a percentage of the tax list price of the vehicle or maybe pre-set but can vary and may impact the amount you pay. The higher the amount of commission, the more you will pay to hire your vehicle.

Your Right to Request Commission Amount

If you are an individual, sole trader or small partnership and we are arranging a credit agreement or a consumer hire agreement for you which is regulated under the Consumer Credit Act 1974, you have a right to ask us to disclose the income or likely amount that we will receive for arranging finance for you in good time before entering into the agreement.

If you would like us to disclose any potential commission prior to you entering into the agreement, please make your request to commissiondisclosurerequests@listers.co.uk. We do not charge you a fee for any of the financial services we provide.

Furthermore, we are dedicated to full transparency in our financing process. Before you proceed with your selected credit or hire agreement, we will clearly disclose the commission amount associated with your finance arrangement. Your informed consent will be sought to ensure you understand and agree to these terms prior to finalising and signing your chosen agreement.

INSURANCE PRODUCTS

Listers Group Limited and Falcon of Hull and Lincolnshire Limited do not carry out insurance distribution activities for our customers. We will provide you with details for you to contact the provider only. You should discuss your needs and eligibility for the product directly with them.

- Free Drive Away Motor Insurance & Manufacturer Extended Warranty (*where available*) - we will provide details for you to contact the provider only. You should discuss your needs and eligibility for this product directly with them.

In the event you purchase an annual policy direct from the Insurer, they may pay us a commission (either a flat fee or a percentage of the annual insurance premium).

CUSTOMER SUPPORT

We know as a customer, you may require additional assistance during hard times, which could be due to illness, resilience, capabilities, or life events. This is why we've put measures in place at every dealership to ensure we meet each customer's specific needs.

In order for us to give you the right level of support throughout your vehicle purchase and credit application, please inform us if there anything we need to take into account that may affect your ability to fully understand the options available, your chosen credit agreement and your application.

You can find more information at www.listers.co.uk/finance/support or you can contact us on 01789 403858 or email us at customersupport@listers.co.uk

USE OF YOUR DATA

By making an application for credit you give permission to share your personal information with one or more lenders for the purpose of applying for credit on your behalf. The applications may be consecutive and will only take place if suitable terms cannot be achieved from previous applications. In applying you confirm that:

- The information supplied on the credit proposal is true and correct. You agree that in the event that any false information has been given or an untrue statement made which the finance company relied on, they have the right to terminate the agreement.
- You authorise the lenders to make a credit search with one or more credit reference agencies, which will be recorded by those agencies.
- The lender may carry out more than one search.
- You are aware that credit scoring may have been used in the decision making process.
- You agree that the lenders can, at any time, disclose details about the application, agreement and the conduct of the account to a licensed credit agency or introducing Dealer/Broker for the purposes of:
 - Fraud
 - Crime prevention
 - Tracing customers
 - any other legitimate purpose
- You acknowledge that the lenders may refuse to enter into an agreement without stating a reason.
- You acknowledge that if you take out a credit or hire product, the lender may also make periodic searches at CRAs to manage your account and will exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time.

Please note, should you choose not to take up the credit or hire agreement when your application is first submitted to the finance company, they will perform an additional credit search for any subsequent applications for finance thereafter. This will be necessary in the event the subsequent application(s) differ to the initial application (i.e. varying product details, finance term, etc.) and/ or where the initial application is being re- submitted 90 days (or more) later.

WHAT TO DO IF YOU HAVE A COMPLAINT AROUND OUR FINANCE & INSURANCE SERVICES?

At Listers we are committed to providing a first-class service. Even with the best of intentions, we know things can go wrong. So, if for any reason you are not entirely satisfied, please let us know as soon as possible. We'll investigate the situation and where necessary, set about putting things right as quickly as possible. We may also take steps to avoid similar problems happening in the future. Your views are important and your feedback is key to improving the products and services. In the first instance, please contact the Brand Manager at your dealership.

If unavailable then telephone 01789 403800 or email us at complaints@listers.co.uk or in writing to the Group Finance & Insurance Compliance Manager, Listers Group Limited, Othello House, Stratford Business & Technology Park, Banbury Road, Stratford-upon-Avon CV37 7GY.

To help us deal with your complaint as quickly as possible, it would be helpful if you could provide us with the registration number of your vehicle along with details of whether the vehicle is on finance and that you outline the details of your complaint to ensure that we have a thorough understanding of your concerns.

We will endeavour to resolve your complaint within 3 working days; if we are unable to achieve this to your satisfaction, we will notify you in writing and then follow our internal complaints procedure. In both instances, if you are not entirely satisfied with the decision, you may be entitled to refer it to the Financial Ombudsman Service (FOS). www.financial-ombudsman.org.uk.

The Financial Ombudsman will only consider your complaint if you have followed our complaints procedure. A full copy of our complaints procedure is available upon request.

Alternatively go to www.listers.co.uk/complaints-procedure.

CONSUMER CONTRACTS (Information, Cancellation and Additional Charges) REGULATIONS 2013

Who do these regulations apply to?

These regulations only apply to consumers; this includes sole traders/self-employed as long as the vehicle being purchased is solely or predominantly for personal use.

There are a number of ways you can buy a car from Listers: you may visit a showroom, make a telephone order or make an email order. The method of purchase you choose determines the type of contract that is formed between you and Listers. There are 3 types of contracts as defined by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations").

These regulations do not apply where the Goods are bespoke and were ordered to the consumer's specification. Returns in these circumstances are not accepted.

The acquiring of the Goods by the consumer will form one of the following types of contract:

- Where the consumer acquires the Goods, by completion of the Order, in person from a representative of the Seller at the Seller's business premises, the acquisition is referred to as an "On-Premises contract".
- Where the consumer is addressed in person by a representative of the Seller other than at the Seller's business premises, and acquires the Goods, by completion of the Order, other than at the Seller's business premises, the acquisition is referred to as an "Off-Premises contract".
- Where the consumer acquires the Goods without ever dealing in person with the Seller's representative, the acquisition is referred to as a "Distance contract".

The type of contract entered into has important implications for the right of the consumer. If the consumer has any doubt over which of the above contracts they are entering into, they should contact a member of the Seller's vehicle sales management team.

If the consumer acquires the Goods by way of an Off-Premises contract or Distance contract, and decides that the Goods are not suitable, the consumer has 14 days from receipt of the Goods to notify the Seller of their decision to cancel the Contract.

Notice of cancellation of the Contract must be in writing, either by letter sent by pre-paid post to the address stated on the Order or emailed to returns@listers.co.uk or such other address as notified in writing by the Seller to the consumer. Alternatively, a cancellation form is provided at point of order and is also available on the Seller's website. The consumer is not obliged to use this cancellation form, but the consumer must ensure that full details of the Order are provided in the written notice of cancellation. Upon notification, the consumer must immediately cease use of the Goods. The consumer must take reasonable care of the Goods and is responsible for any loss or damage from the time at which the Goods are delivered to the consumer until the Goods are returned to the Seller. In addition, the Goods must remain fully insured by the consumer until such time as they have been physically returned to, or collected by, the Seller.

Return of the Goods is the consumer's responsibility, unless the Goods were delivered to the consumer under an Off-Premises contract, or the Seller has offered to collect the Goods. The Seller may agree to provide a courier to collect the Goods, but this is at the Seller's discretion, and the consumer will be required to pay for the service in advance (unless agreed otherwise).

The Goods must be returned to the Seller within 14 days of the date of cancellation, to the address detailed in the Order, in order for the cancellation to be effective. Once the Goods have been returned to the Seller, within the specified period, the Seller will process the refund within 14 days, using the same payment method as the original transaction (unless agreed otherwise). If the consumer has handled the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods including driving more than 200 miles in the Goods, the Seller is entitled to make a charge for any resulting diminishment in value and/or make a deduction for excess usage at a rate of 25p per mile which will be deducted from the refund amount (unless agreed otherwise).

If the consumer enters into a Consumer Credit Agreement (CCA) on the Seller's business premises the consumer's rights as defined by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 are forfeited. The consumer may be entitled to withdraw from the CCA within 14 days beginning the day after the day on which the agreement is made. This right applies only to the CCA, not the Contract with the Seller, which means that the consumer remains liable to purchase the Goods and will have to find other ways to pay for the Goods. For full details, please refer to the terms and conditions within the CCA.

For the avoidance of doubt, this document simply confirms your rights under the Regulations and the intent of this document is simply to inform you of your rights under the Regulations and this document does not create any additional obligations upon Listers to those already contained in the Regulations.