

TERMS OF AGREEMENT

1. Loan and repayment

We will advance to you the Amount of Credit on the date of this agreement (which is the date this agreement is signed for and on behalf of us) by way of a payment to the Credit Intermediary (the Retailer) named overleaf, and by this means the credit will be drawn down. If you pay a Deposit to the Retailer then the Amount of Credit will be equal to the Total Cash Price less the Deposit.

2. Payment by you

- You must pay the Deposit shown overleaf (if any) when, or before, you sign this agreement.
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- You agree to pay to us the Total Amount Payable (less any Deposit paid) by the monthly payments and at the times shown.
- It is essential that you make all payments in full and on time. All monthly payments must be paid by direct debit from a bank or building society account and you must complete a direct debit instruction authorising your bank or building society to accept debits from ourselves for varying amounts to enable such monthly payments to be paid. If you pay by post, you will be responsible for any payment lost in the post.
- If there are two or more of you, each of you is liable for all obligations under this agreement, separately on your own and also with any joint customer named on the agreement, even if there is a disagreement between you. The terms of the agreement apply to everyone named on the agreement.

3. Failure to pay monthly payments

If (a) you fail to pay the arrangement fee or any monthly payment on its due date; (b) any information about you which you provided proves incomplete or inaccurate; (c) you die; (d) steps are taken for a bankruptcy order to be made against you; or (e) you take steps to enter into a debt management plan or voluntary arrangement with your creditors, we shall be entitled, after the expiry of proper notice, to demand immediate payment of all amounts you owe under this agreement.

4. Statement of future payments due

You have the right under section 77B of the Consumer Credit Act 1974 to receive, on request and free of charge, at any time throughout the duration of the agreement a statement of future payments due in the form of a table showing (a) the details of each monthly payment owing under the agreement; (b) the date on which each monthly payment is due and the amount and any conditions relating to the payment of the monthly payment; and (c) a breakdown of each monthly payment showing how much comprises: (i) capital repayment; (ii) interest payments; and (iii) if applicable, any other charges.

5. Default interest and other enforcement rights

- If you fail to pay us any amount you owe under this agreement by the date it is due, we may charge you interest on that amount until you pay it. We will charge interest for each day you still owe us the payment, at the rate shown on the preceding page. We can charge this interest even after we have received a county court judgement against you.
- You agree to pay us any charges or costs shown on the preceding page which may become payable by you, including our reasonable legal costs for enforcing this agreement. We may collect any interest, charges or costs mentioned in this clause by direct debit after giving you at least 7 days' notice of the amount to be debited.
- If we choose not to enforce our obligations, our rights under this agreement will not be affected. For instance, if we allow you more time to make a payment this will not affect our legal rights.
- The credit agreement, its formation, our dealings with you and any disputes or claims relating to our relationship with you and any non-contractual disputes or claims between us and you will be governed by English law. Disputes and claims may be referred to the English courts or the courts in the place where you have your address.

6. Assignment

We may transfer our rights and/or duties under this agreement to any other person without giving you prior notice but this will not affect any rights that you have under this agreement. You may not transfer any of your rights and duties without our prior written permission.

7. Use of your information

In considering whether to enter into this agreement we will search your record at credit reference agencies. They will add, to their record about you, details of our search and your application and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and those with whom you are financially linked.

We may use a credit scoring or other automated decision making system.

We will also add to your record with the credit reference agencies details of your agreement with us, any payments you make under it and any default or failure to keep to its terms. These records will be shared with other organisations and may be used and searched by us and them to:

- consider applications for credit and credit related services, such as insurance, for you and any associated person;
- trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your account(s).

We may disclose information relating to this agreement and the performance by you of your obligations under it, including any failure by you to keep to its terms, to the Credit Intermediary identified in this agreement.

It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded.

Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals or claims for you and members of your household.

- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
 - checking details on applications for credit and credit related or other facilities;
 - managing credit and credit related accounts or facilities;
 - recovering debt;
 - checking details on proposals and claims for all types of insurance; or
 - checking details of job applicants and employees.

Please contact us at : customerservices@v12finance.com or 02920 468900 or by writing to V12 Retail Finance, 20 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes. If we transfer, charge or assign your agreement to a third party or if we employ a third party to manage any aspect of your account, we will pass relevant information about you to them.

Please telephone or write to us at the telephone number/address stated overleaf if you want to have details of the credit reference agencies or any other agencies from whom we obtain, and to whom we pass, information about you including fraud prevention agencies. You have a legal right to these details. You have a right to receive a copy of the information we hold about you.

8. Use of associated records

Before entering into this agreement we may search records at credit reference agencies, which may be linked to your spouse/partner, or other persons with whom you are linked financially. For the purposes of any application or this agreement you may be treated as financially linked and you will be assessed with reference to "associated records".

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result an 'association' will be created which will link your financial records and your associate's information may be taken into account when a future search is made by us or another lender unless you file a "disassociation" at the credit reference agency.

9. Complaints

If you would like to make a complaint about the goods and/or services we are contracted to supply to you, in the first instance please call our customer services team on 02920 468900 who will try and resolve any problems. If you are dissatisfied with the result of that complaint, then please contact our Chief Executive Officer at the address shown overleaf. If the Chief Executive Officer is unable to assist or if you feel the complaint has not been satisfactorily resolved or it has not been dealt with satisfactorily within eight weeks, then, unless you are a business debtor, you may refer it to the Financial Ombudsman for further attention. If you are a business debtor you may have a right to complain to the Financial Ombudsman Service. The Financial Ombudsman can be contacted via their website www.financial-ombudsman.org.uk or on 0800 023 4567 or in writing at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by email at complaint.info@financial-ombudsman.org.uk. If you would like more information about complaints, please call our customer services team for written details of the Financial Ombudsman Service. Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS is the supervisory authority under the Consumer Credit Act 1974.


10. Regulator

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registration number 204550).

THE DIRECT DEBIT GUARANTEE



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
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- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

CUSTOMER	CREDIT INTERMEDIARY Name: Address: Order number:
FINANCIAL DETAILS	RIGHT TO WITHDRAW You have the right under section 66A of the Consumer Credit Act 1974 to withdraw from this agreement, without giving any reason, before the end of 14 days beginning with the day after the day on which we give you a copy of the executed agreement, that is the agreement which is signed both by you and us. If you wish to withdraw you must give us notice by one of the following methods. Oral notice must be given to us by telephoning us on 02920 468900. Alternatively, if you send notice by email it must be sent to customerservices@v12finance.com or you may post notice to or deliver notice by hand to V12 Retail Finance, 20 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ. If you do give us notice of withdrawal, you must repay to us the whole of the credit without delay and in any event by no later than 30 days after giving notice of withdrawal. You will also have to pay interest accrued from the date the agreement was made until the date you repay it. If you wish to pay by debit card please telephone us on 02920 468900. If you wish to pay by cheque please send it by first class post to us at V12 Retail Finance, 20 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ. A failure by you to repay all the monies due to us may result in our notifying credit reference agencies and our taking action against you to recover the amount due from you.
DURATION OF AGREEMENT	EARLY REPAYMENT You may make full or partial repayment at any time, by giving oral or written notice to us, in person, by telephone, by post or e-mail to 20 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ, on 02920 468900 or at customerservices@v12finance.com and by making the repayment. If you give us notice that you intend to make full early repayment, we will send you a statement setting out the amount that you should pay, taking into account the statutory rebate to which you are entitled. If you give notice that you intend to make a partial early repayment, you must make the early repayment before the end of the period of 28 days beginning with the day after you give the notice or on or before any later date that you specify when you give the notice. When we have received your partial early repayment we will calculate any statutory rebate to which you are entitled in respect of that repayment. The balance that you owe will be reduced by the amount of your partial early repayment and any statutory rebate. We will not reduce the duration of the agreement but will recalculate the remaining repayments.
INTEREST	LINKED CREDIT AGREEMENT You may have the right to sue the supplier, us or both if you have received unsatisfactory goods paid for under the agreement costing more than £100 and not more than £30,000.
REPAYMENTS	MISSING PAYMENTS Missing a payment can have severe consequences. You will incur extra charges, your credit record may be affected and you may find it harder to borrow again from us or another lender. We may also take legal action against you and may apply for a charging order over your home.
BEFORE YOU SIGN THIS AGREEMENT PLEASE READ THE WHOLE AGREEMENT CAREFULLY (including the Terms located on the second page of this document)	CHARGES Other charges will be payable under this agreement in the following events:
Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially. Please read "8. Use of associated records" before you sign. IMPORTANT: USE OF YOUR INFORMATION Please read "7. Use of your information" before you sign as by signing you are agreeing to this use and disclosure of your information. By signing this agreement you confirm that • you can afford the monthly instalments; • you have told us if you are aware of any future circumstances which could affect your ability to pay; • all information you have provided to us is true and correct; and • you have received an explanation of certain features of the agreement and have been given an opportunity to ask questions. • You confirm that, on your signing this agreement, you have received an exact copy of this form of agreement (including the Terms) to keep; and prior to signing the agreement, you received a copy of the "Pre-Contract Credit Information".	We will also charge you all reasonable costs incurred in the enforcement of our rights under this agreement, including fees payable to our tracing/collections/legal agents.
Instruction to your Bank or Building Society to pay by Direct Debit Bank Name: Bank Address: Name of Account Holder: Sort Code: Account Number: Originators Identification number: Originators Reference Number:	STBV12 - ESIGN 01042017 <div> Date of Signature (This will be the date of the agreement)</div> <div><div>Customer's signature:</div><div>Date of signature:</div></div>
By signing this agreement I agree to make payments by Direct Debit from the bank account shown in this section and confirm that I am authorised to do so.	