

## Key Facts about this Agreement

**This document provides an explanation of important features of the credit agreement you are considering entering into with the "creditor" Close Brothers Limited, trading as Close Brothers Motor Finance.**

### **What do I need to do?**

It is important that you read and consider the pre-contract explanation document and the agreement carefully before you sign your agreement. A pre-contract information (PCI) document must be disclosed to you in writing prior to the agreement being made, if you wish you may take the PCI away with you and come back at another time to sign the agreement. If there is anything that you do not understand or you require further information please refer to "Who do I contact if I have any questions?" below.

### **Is this Conditional Sale agreement suitable?**

The credit provided under this Conditional Sale agreement can only be used for the purchase of the goods set out in the agreement. Because the creditor will be paying the credit to the supplier of those goods it is not suitable for any other purpose.

### **How much are the monthly repayments?**

60 monthly repayments of £197.89 commencing one month after the date of this agreement.

Total amount payable £12,073.40

### **What should I consider?**

You should consider whether you can make all the monthly payments due under the agreement. If you know of future changes in your circumstances that will affect your ability to make the payments please let us know immediately.

### **When do the goods become mine?**

The agreement relating to the goods is a Conditional Sale agreement and you will only become the owner of the goods when you have paid all the amounts due to us under the agreement. If you wish to own the goods from the outset, this product may not be suitable for you.

Until you have paid the total amount payable Close Brothers Motor Finance will be the legal owner and you cannot sell the goods.

### **What other rights do I have?**

**Withdrawal:** You have a right beginning on the day after the day we give you an executed copy of the agreement and ending 14 days later to withdraw from the agreement without giving any reason. If you wish to exercise your right to withdraw from the agreement you must notify us either orally by telephone on 01302 344077 or in writing at Branch Services, Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ, by email to [branchservicesmf@closebrothers.com](mailto:branchservicesmf@closebrothers.com) or by fax to 01302 646505. If you exercise your right to withdraw you are withdrawing from the credit only and not the purchase of the goods.

You are required to repay the amount of credit together with the interest accrued, without delay and no later than 30 calendar days beginning the day after giving notice of withdrawal. The interest is accrued from the date the credit was provided to the date of repaying it. If you fail to pay we can take action to recover the sums due and/or the goods.

To repay the amount of credit and interest due please contact us using the contact details shown above. We will accept payment by credit or debit card (in the customer name only) and by bank transfer or cheque.

**Termination:** Under the terms and conditions of the agreement you have the right to terminate the agreement and return the vehicle to Close Brothers Motor Finance, providing you have paid at least half the total amount payable and the vehicle is in reasonable condition.

You have a right to repay the credit early at any time in full or partially. If you make a partial early repayment, your new monthly payment amount will be confirmed in writing. The duration of the agreement will remain unchanged.

### **What other features do I need to know?**

You will be required to pay charges on the occurrence of certain events set out in the agreement. These charges are compensation for breach of contract. The dealer will give you a verbal explanation of the exact figures. These charges may be varied at any time in the future as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice.

### **What will happen if I fail to make or miss a payment?**

Should you fail to maintain the scheduled repayments, you should be aware that the following actions may be taken:

- The creditor will serve a default notice where corrective action must be taken within 14 days.
- If the account is terminated or if something happens entitling the creditor to end the agreement then they may repossess the goods.

If the account has been terminated and you have paid more than one third of the total amount payable the creditor will require a court order or your consent to obtain the return of the goods.

The creditor will add to your credit record with credit reference agencies details of the agreement and any default or failure to keep to its terms. Missing payments may affect your credit rating and also make it more difficult to obtain credit in the future.

You may be charged late payment interest, additional fees and costs; full details of charges are in section 3 of the pre-contract information and shown on the agreement under the section marked charges. The dealer will give you a verbal explanation of the exact figures.

The creditor may bring legal proceedings and obtain a county court judgment against you and may also obtain a charging order which could entitle us to proceed from the sale of your home or obtain an order to repossess your home.

### **Who do I contact if I have any questions?**

If you have any questions, or would like further information you can telephone Close Brothers Motor Finance on 01733 371562.

Proposal Number: 4003033

Name: Mr Devante Huntley

Address: 22 Carpenter Gardens, London, N21 3HJ

**PRE-CONTRACT CREDIT INFORMATION**  
 (Standard European Consumer Credit Information)

**1. Contact Details**

Creditor. Address:	Close Brothers Limited, trading as Close Brothers Motor Finance 10 Crown Place London EC2A 4FT
Credit Intermediary: Address:	S K Motoring Group Ltd Unit 9 Stadium Ind Est Cradock Road Stadium Ind Est Cradock Road Luton LU4 0JF

**2. Key Features of the credit product**

The type of credit.	Conditional Sale Agreement
The total amount of credit.	£8,285.00
This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	
How and when credit would be provided.	When we sign the agreement we will pay the amount of credit to the supplier.
The duration of the credit agreement.	60 months
Repayments.	60 monthly repayments of £197.89 commencing one month after the date of this agreement
The total amount you will have to pay.	£12,073.40.
This means the amount you have borrowed plus interest and other costs.	This includes a deposit of £200.00
The proposed credit will be linked to the supply of specific goods or the provision of a service.	Conditional Sale Agreement
Description of goods / services / land (as applicable)	Vehicle Description: Bmw 318d (12-) (143bhp) Sport VIN: WBA3D12050F137112 Registration: LD12RPO Date First Reg: 26/03/2012 Cash Price: £8,485.00
Cash price.	

### 3. Costs of the credit

The rates of interest which apply to the credit agreement.	7.50% p.a. The interest rate is fixed and applies for the duration of the agreement
Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.	16.3% APR
Related costs	
Any other costs deriving from the credit agreement.	We may require you to pay the following fees (each time one of the following events occurs) Acceptance Fee - £340.00 Title Transfer Fee - £10.00 £20 if we agree to change your payment method, £20 if we agree to change your payment due date, £25 if we agree to change the vehicle registration number, £100 if we are willing to reschedule your payments, and up to a maximum of £24 per document may be charged if you request copy documentation. You must also pay us all our reasonable costs and expenses, including legal costs, incurred in enforcing our rights under this agreement if requested. You must insure and keep the Goods insured under a fully comprehensive policy at your expense to their full replacement value. You must maintain the Goods in good and reasonable order and condition at your expense. You are responsible for all loss of or damage to, the Goods, except for any due to fair wear and tear. Account service charges, and other charges are applicable in connection with the administration of this Agreement, you will be notified of these as and when the service is requested. A full schedule of charges will be supplied upon request. Title Transfer Fee relates to the costs incurred in both registering and deregistering the vehicle on the external security registers.
Conditions under which the above charges can be changed.	We may vary the fees shown at any time in the future as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice.
Costs in the case of late payments.	If any payment is not made on time, without prejudice to our other rights, we may charge you default interest at the interest rate shown. You must pay us the following compensation for breach of contract each time one of the following events occurs; £15 if we send you an arrears letter, £15 if we serve a default notice on you, £25 if we issue a termination notice on you, £25 if a cheque is unpaid or represented, £25 if a direct debit or standing order is unpaid, £20 if a direct debit is cancelled where we were not previously advised, our reasonable costs if we repossess the vehicle, or if we instruct an outside agent, £75 if we have our representative visit to discuss or collect arrears. These charges may be varied at any time in the future as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice.
Consequences of missing payments.	Missing payments may affect your credit rating and make it more difficult to obtain credit in the future; it may also lead to legal proceedings being brought against you which may include us obtaining a charging order entitling us to proceed from the sale of your home or us obtaining an order to repossess your home.

### 4. Other important legal aspects

Right of withdrawal.	You have a right to withdraw from the agreement without giving a reason. This right is available to you for 14 days beginning on the day after the day we give you an executed copy of the agreement and ends 14 days later.
Early repayment.	You have a right to repay the credit early at any time in full or partially.
Compensation payable in the case of early repayment.	We may have the right to compensation if the amount of a single payment in respect of early settlement exceeds £8,000 or the total of early settlements exceeds £8,000 in any 12 month period. The compensation must be fairly and objectively justified, and must not exceed the lower of - (i) 1% of the amount repaid early where the period from the date on which you make the payment to the date for the discharge of your indebtedness is more than one year, or 0.5% of the amount repaid early, where that period is equal to or less than one year, and (ii) the total amount of interest that would have been paid by you under the agreement in the period from the date on which you make the payment to the date fixed for the end of the period under the agreement
Consultation with a Credit Reference Agency.	If we decide not to proceed with the agreement on the basis of information from a credit reference agency we must, when informing you of the decision, inform you that it has been reached on the basis of information from a credit reference agency and of the particulars of that agency.
Right to a draft credit agreement.	You have a right, upon request, to obtain a copy of the draft agreement free of charge, unless we are unwilling at the time of your request to proceed to the conclusion of the agreement.



**S K Motoring Group Ltd  
Unit 9  
Stadium Ind Est Cradock Road  
Stadium Ind Est Cradock Road  
Luton  
LU4 0JF**

# Conditional Sale Agreement (Regulated)

Please find attached Agreement document for Proposal No : **04003033**

Prepared for : **Mr Devante Huntley**

**Your local branch address:** Close Brothers Motor Finance  
Peterborough Branch  
North Wing Park House  
Peterborough Business Park  
Peterborough  
Cambridgeshire  
PE2 6FZ  
Tel: 01733 371562  
Fax: 01733 391619

If any of these pages fail to reach you please telephone the Branch Office on **01733 371562**.

This document does not commit Close Brothers Limited or any of its associated companies to any course of action or legal responsibility. This document and the information it contains may be privileged and/or confidential. It is for the intended addressees only. The unauthorised use, disclosure or copying of this document, or any information it contains, is prohibited and could, in certain circumstances, be a criminal offence. If you are not an intended recipient, please notify us on **01733 371562** or [helpdeskmf@closebrothers.com](mailto:helpdeskmf@closebrothers.com) immediately.

**Close Brothers Motor Finance is a trading style of Close Brothers Limited ('CBL'), a subsidiary of Close Brothers Group plc. CBL is registered in England and Wales with company number 195626 and registered office at 10 Crown Place, London, EC2A 4FT. Close Brothers Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference number 124750 Switchboard: 01302 646464. E-mail salesmf@closebrothers.com**

**Conditional Sale Agreement regulated by the Consumer Credit Act 1974**

Between us, Close Brothers Limited, trading as Close Brothers Motor Finance (VAT Registration Number 245501386) of 10 Crown Place, London, EC2A 4FT and you, the Customer, whose name and address appears below, on the terms and conditions set out below and overleaf. **The Credit Intermediary is S K Motoring Group Ltd of Unit 9 Stadium Ind Est Cradock Road, Stadium Ind Est Cradock Road, Luton, LU4 0JF**

Name	Mr Devante Huntley of 22 Carpenter Gardens, London, N21 3HJ		
Description of Goods:	BMW 318D (12-) (143BHP) SPORT	Serial/Chassis No:	WBA3D12050F137112
Reg. No:	LD12RPO	Date 1st Reg:	26th Mar 2012
Colour:	WHITE	New/Used:	Used
Total Cash Price of Goods (inc VAT) (a)	£8,485.00	Duration of the Agreement (months):	60
Advance Payment	Cash £200.00 Trade-in £0.00 }	£200.00	The total amount payable to be repaid as per the schedule of repayments shown below
Amount of Credit	£8,285.00	Payments	Frequency
Interest Charges	£3,238.40	60	Monthly
Acceptance Fee	£340.00	£197.89	Commencement Date one month after the date of this agreement
Title Transfer Fee	£10.00		
Total Charge for Credit (b)	£3,588.40		
Total Amount Payable (a+b)	£12,073.40		
Interest rate 7.50% p.a. fixed for the duration of the agreement. Interest is calculated on the amount of credit on the date of the agreement for the duration of the agreement. APR: 16.3%. The APR assumes that the amount of credit will be paid out on the date of this agreement and that all the repayments will be made in accordance with this agreement.			

**Right of Withdrawal**

You have a right to withdraw from the agreement without giving a reason. This right is available to you for 14 days beginning on the day after the day we give you an executed copy of the agreement and ends 14 days later. If you wish to exercise your right to withdraw from the agreement you must notify us either orally by telephone on 01302 344077 or in writing at Branch Services, Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ, by email to branchservicesmf@closebrothers.com or by fax to 01302 646505. If you exercise your right to withdraw you are withdrawing from the credit only and not the purchase of the goods. You are then required to repay the total amount of credit and the accrued interest. Interest will accrue from the date the amount of credit was provided until the date the amount of credit is repaid. You must repay the amount owed without delay and no later than 30 calendar days beginning the day after giving your notice of withdrawal. The amount of interest will accrue at a daily rate of £1.70. To repay the amount of credit and interest due please contact us using the contact details shown above. We will accept payment by credit or debit card (in the customer name only) and by bank transfer or cheque.

**TERMINATION: YOUR RIGHTS**

You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to half the total amount payable under this agreement, that is £6,036.70. If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.

**REPOSSESSION: YOUR RIGHTS**

If you do not keep your side of the agreement but you have paid at least one third of the total amount payable under this agreement that is £4,024.47 we may not take back the goods against your wishes unless we get a court order. (In Scotland we may need to get a court order at any time). If we do take the goods without your consent or a court order, you have the right to get back any money that you have paid under this agreement.

**Charges:**

If any payment is not made on time we may charge you default interest at the interest rate shown above. We may require you to pay us the following amounts compensation for breach of contract each time one of the following events occurs; £15 if we send you an arrears letter, £15 if we serve a default notice on you, £25 if we issue a termination notice, £25 if a cheque is unpaid or represented, £25 if a direct debit or standing order is unpaid, £20 if a direct debit is cancelled where we were not previously advised, we will also charge our reasonable costs if we repossess the vehicle, or if we instruct an outside agent, £75 if we have our representative visit to discuss your account or collect arrears. See clause 8.1.3 for our entitlement to administration costs, expenses and other compensation for enforcing this agreement due to breach of contract. These charges may be varied at any time in the future as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice. See clauses 10.3 and 10.4 for other charges that may be payable.

**Missing Payment:**

Missing payments could have severe consequences and affect your credit rating making obtaining credit more difficult. It may also lead to legal proceedings being brought against you which could involve obtaining a charging order which could entitle us to proceed from the sale of your home or us obtaining an order to repossess your home.

**Customer Acceptance**

By signing this agreement, you confirm that:

1. You have provided us with all relevant information about you in relation to your application for credit including any information which may impact our decision to lend. The information given by you and shown in this agreement is correct.
2. You have been given a pre-contract credit information document.
3. You have been given a verbal explanation relating to certain aspects of the pre-contract credit information and the agreement, including the features that may make the credit unsuitable for particular types of use, the payment details, including a reminder to consider the affordability of the payments, the total amount payable, the features that may have an adverse effect on you, the consequences of default and right of withdrawal information. A written copy of the explanation document was given to you at the same time.
4. You can afford to make the payments required under this agreement and know of no reason why your ability to afford the payments would change throughout the duration of this agreement.
5. At the time of signature, pages setting out the terms and conditions relating to this agreement are attached.
6. You have read the information set out in the Privacy Notice of this agreement and by signing below you acknowledge the activities described.

This is a Conditional Sale Agreement regulated by the Consumer Credit Act 1974.  
Sign it only if you want to be legally bound by its terms.

Signature: Mr D Huntley Electronically signed by:  
Print Name: Devante Huntley  
Date: 10/12/2019 17:15:53

Signed on behalf of Close Brothers Limited, trading as Close Brothers Motor Finance

Electronically signed by:  
Eugene [redacted] Credit Risk Director  
Date 10/12/2019 17:16:20

Date \_\_\_\_\_ Which is the Date of this Agreement.

The goods will not become your property until you have made all the payments. You must not sell them before then.

## Terms and Conditions

### **1. Agreement and Parties**

1.1 This is a Conditional Sale Agreement made between us: Close Brothers Limited, trading as Close Brothers Motor Finance of 10 Crown Place, London, EC2A 4FT as creditor and you, the Customer named overleaf. The amount of credit will be paid to the supplier of the Goods / Services when both you and us have signed the Agreement. This Agreement only comes into effect on the date when we sign it, which is the Date of this Agreement.

### **2. Sale and Payment**

2.1 We agree to sell to you, and you agree to buy from us, the Goods described overleaf. When signing this Agreement you must have paid the Advance Payment (if any) shown overleaf selected by you.

2.2 You agree to make the repayments specified overleaf on the specified dates. The prompt payment of these sums on the due dates is essential, time is of the essence. You will bear the risk of any payments made by post.

2.3 Property and ownership in the Goods will pass to you only after you have paid to us all sums payable under this Agreement; until then the Goods will remain our property.

2.4 Risk in the Goods will pass to you immediately on the Date of this Agreement or upon you or your agent taking possession of the Goods, whichever is the earlier.

2.5 The Acceptance Fee and the Title Transfer Fee are spread across the term of this Agreement and will attract interest at the interest rate stated overleaf. These charges are incorporated in the Total Charge for Credit overleaf.

2.6 If any repayment or any other sum due under this Agreement is not made on the due date for payment, then interest will be charged on that amount from its due date of payment, until receipt of payment, at the interest rate shown overleaf. Such interest will accrue after as well as before any County Court Judgment subject to it being awarded.

### **3. Insurance**

3.1 You indemnify us against any loss or damage to the Goods and for any loss, damage or injury caused by the Goods (except for any caused by our own negligence) insofar as it is not covered by insurance of the Goods.

3.2 You must insure and keep the Goods insured at all times under a fully comprehensive policy at your expense to their full replacement value. The insurance must include cover against the risk of loss or damage by fire, theft, accident and other risks, including third party risks, as are normally insured against in the case of goods of the type to which this Agreement relates.

3.3 You must have our interest in the Goods noted on the insurance policy.

3.4 You irrevocably authorise us to negotiate with the Insurers to settle any insurance claim and to receive the insurance monies.

3.5 We shall apply the insurance monies to your liability under this Agreement and in compensating us for any loss or damage that we may suffer or incur under this Agreement, you agree to pay us any shortfall on demand.

3.6 You must notify us promptly and no later than 14 days, of any loss of, or any damage to, the Goods and hold any insurance monies received by you in trust for us.

3.7 Any loss of, or damage to, the Goods shall not affect your liability to pay the Total Amount Payable or any other sums due under this Agreement.

3.8 You must exhibit to us within 48 hours a copy of the comprehensive policy of insurance if we call upon you to do so.

### **4. Repair and Maintenance**

4.1 You must maintain the Goods in good and reasonable order and condition at your expense. You are responsible for all loss of or damage to, the Goods, except for any due to fair wear and tear.

### **5. Restrictions on Use**

5.1 You may not use the Goods (or permit them to be used) for any purpose for which they are not designed.

5.2 Where the Goods comprise a motor vehicle they may not be used for the carriage of passengers for reward or hire or as a taxi.

5.3 You may not abandon, sell, gift or transfer the Goods to a third party and you must keep the Goods in your possession or control.

5.4 Except where the Goods comprise a motor vehicle, you must keep the Goods at your address stated overleaf and detached from the premises where they are situated. Where the Goods comprise a motor vehicle you may not remove them from the United Kingdom without our prior consent.

5.5 You may not sell or dispose of the Goods. You may not pledge our credit, permit any lien to arise over the Goods or use them as security for any of your obligation.

### **6. Exclusion of Liability**

6.1 We do not sell the goods subject to any condition, warranty or representation, express or implied, except for any which cannot be excluded.

### **7. Default**

7.1 The following will each be an Event of Default upon which we will be entitled to terminate the agreement after following the statutory requirements:

7.1.1 if you fail to pay any of the repayments specified overleaf within 7 days of their due date in accordance with clauses 2.2 and 2.6 or breach any of clauses 3.2, 3.6, 4 or 5 of this Agreement;

7.1.2 if any information which you have given to us in connection with the making of this Agreement and we have relied upon is false or misleading material information;

7.1.3 if a bankruptcy petition is presented against you or if you petition for your own bankruptcy or make a formal composition or scheme with your creditors or call a meeting of your creditors;

7.1.4 if a judicial factor or trustee or nominee or receiver or administrator shall be appointed over you or your estate or any part of it, or a petition for the appointment of a receiver or administrator over you is presented;

7.1.5 if in Scotland, you become insolvent or suffer sequestration or a receiver, judicial factor or trustee to be appointed over any of your estate or effects or suffer an arrestment, charge, poinding or diligence to be issued or levied on any of your estate or effects or suffer any exercise or threatened exercise of a landlord's hypothec;

7.1.6 if you cease to trade or threaten to cease to trade or if, being a partnership, the partnership is dissolved;

7.1.7 if the Goods are destroyed or treated by the insurer as a total loss in response to a claim;

7.1.8 if you repudiate this Agreement. Without prejudice to the generality of this clause it will be assumed that you have repudiated this Agreement if you fail to remedy any breach within the time specified for this in a Default Notice served on you.

7.1.9 if you allow any distraint or seizure of the Goods or part with possession of the Goods

7.1.10 if any of your Associates breach any agreement between them and us or any of our Associates (including but not limited to a breach of any guarantee given to us or any of our Associates by your Associate);

7.1.11 if you or any of your Associates breach any hire purchase, conditional or credit sale, leasing, hire, loan, guarantee or similar agreement between you or your Associates and a third party.

In this clause, "Associate" shall mean any of your subsidiaries or your holding company, or subsidiaries of your holding company (as such terms are defined in s 1159 of the Companies Act 2006), any person who has granted a guarantee of such first person in favour of us or a shareholder or other person having ultimate Control of such first person, where "Control" has the meaning given to such term in sections 450 and 451 of the Corporation Tax Act 2010.

7.2 Upon the happening of an Event of Default we may, in addition to our other rights and subject to giving you a Default Notice, terminate this Agreement and exercise our rights under clause 8.

### **8. Termination**

8.1 On termination of this Agreement:

8.1.1 your right to possession of the Goods immediately terminates, you will no longer have possession of the Goods with our consent and we may, subject to "Repossession: Your Rights" overleaf, retake possession of the Goods;

8.1.2 You must return the Goods to such address as we may specify, together with any registration document, tax disc, MOT certificate and any other documents of title.

8.1.3 you must pay to us forthwith:

- a. all repayments which are in arrears and all other sums which have accrued; and
- b. damages for any breach of obligation by you prior to termination of this Agreement relating to maintaining the Goods in good and reasonable repair and condition; and
- c. by way of compensation for loss and/or liquidated damages for breach of this Agreement, the outstanding balance of the Total Amount Payable plus all expenses incurred by us in respect of the storage, insurance, tracing and recovery of the Goods, less (i) the net proceeds of sale if the Goods are reposessed and sold, within three months of the date of termination or if reposessed but not sold, their value at the expiration of the said period of three months as determined by a dealer appointed by us who deals in similar goods on the basis of a sale to traders of the Goods and (ii) on payment, any rebate of charges to which you are entitled under the Consumer Credit Act 1974 plus our reasonable legal costs.

### **9. Your Entitlement to End The Agreement**

9.1 You may end this Agreement by taking the steps set out in the notice "Termination: Your Rights" above your signature. You must then (at your own expense) return the Goods to us and in the case of a motor vehicle, together with the registration document, tax disc, MOT test certificate and any other documents of title. You must also pay us any further amount stated in the notice.

**10. Miscellaneous**

- 10.1 Where more than one person signed this Agreement as the Customer, you shall be jointly and severally liable for the Customer's obligations and liability under this Agreement and references to "you" throughout the agreement shall be taken to mean "either of you". This means that each of you can be made fully liable for the Customer's indebtedness to us under this Agreement.
- 10.2 We may at any time assign, charge or otherwise deal with our interest in this Agreement and/or the Goods (provided that this does not adversely affect your rights under this Agreement) but you may not do so.
- 10.3 You must pay the following amounts (each time one of the following events occurs): £20 if we agree to change your payment method, £20 if we agree to change your payment due date, £25 if we agree to change the vehicle registration number, £100 if we are willing to reschedule your payments, and up to a maximum of £24 per document will be charged if you request copy documentation. You must also pay us all our reasonable costs and expenses, including legal costs, incurred in enforcing our rights under this Agreement.
- 10.4 Title Transfer Fee relates to the costs incurred in both registering and deregistering the vehicle on the external security register.
- 10.5 The fees shown in charges overleaf and in clauses 10.3 and 10.4 may be varied at any time in the future as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice.
- 10.6 All notices, demands and statements may be posted or delivered to you at your present or last known address and if sent by pre-paid first class post shall be assumed to have been received 48 hours after posting.
- 10.7 You must immediately notify us of any change to your contact details and of the address at which the Goods are normally kept.
- 10.8 If at any time we do not insist on our strict rights under this Agreement or allow any time or show any indulgence, this will not prevent us from doing so on another occasion.
- 10.9 We may vary the terms of this Agreement if a variation is required as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice, otherwise no variation of the terms of this Agreement shall be binding on you unless written and signed on your behalf.
- 10.10 English law will apply to this Agreement unless your address is in Scotland, in which case, Scottish law will apply or your address is in Northern Ireland, in which case the law of Northern Ireland will apply. The non-exclusive jurisdiction of the English or Scottish courts or the courts of Northern Ireland (as appropriate) will apply.
- 10.11 Any complaints in relation to this Agreement should be made to us in writing at Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ or by fax to 01302 646555, email to infomf@closebrothers.com or orally by telephone on 01302 646464.

**11. Ombudsman Scheme**

- 11.1 If you are not a business debtor you have a right to complain to the Financial Ombudsman Service. You have a right to complain to the Ombudsman if we are unable to resolve your complaint within 8 weeks of receipt of the complaint or after we have issued a final response. If you are a business debtor you may have the right to complain to the Financial Ombudsman Scheme. The Ombudsman can be contacted by telephone on 0800 023 4567 or by writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR or by email to complaint.info@financial-ombudsman.org.uk or via their website at www.financial-ombudsman.org.uk.

**12. Supervisory Authority**

- 12.1 The Financial Conduct Authority at 12 Endeavour Square, London E20 1JN is our supervisory authority under The Consumer Credit Act 1974.

**13. Early Repayment**

- 13.1 You have a right to settle this Agreement early either in full or in part. If you wish to make a full or partial settlement please contact us orally by telephone on 01733 371562 or in writing at Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ. You will need to inform us of your wish to early settle, the amount you wish to pay and when you wish to make the payment.
- 13.2 We may have the right to compensation if the amount of a single payment in respect of early settlement exceeds £8,000 or the total of early settlements exceeds £8,000 in any 12 month period. The compensation must be fairly and objectively justified, and must not exceed the lower of -
- 13.2.1 1% of the amount repaid early where the period from the date on which you make the payment to the date for the discharge of your indebtedness is more than one year, or 0.5% of the amount repaid early, where that period is equal to or less than one year, and
- 13.2.2 The total amount of interest that would have been paid by you under the Agreement in the period from the date on which you make the payment to the date fixed for the end of the period under the Agreement.
- 13.3 If you make a partial early repayment, we will confirm your new monthly payment amount in writing. The duration of the agreement will remain unchanged.

**14. Statement of Account**

- 14.1 You have a right to receive, on request and free of charge at any time throughout the duration of the agreement a statement in the form of a table showing; a) amount, date due and details of each instalment b) conditions relating to the payment of the instalment c) breakdown of each instalment showing; capital, interest paid and any other charges.

**Privacy Notice**

"We", "our" or "us" means Close Brothers Limited, 10 Crown Place, London, EC2A 4FT and its subsidiaries, affiliates and their respective parent and subsidiary companies ("Close Brothers Group"). For the purposes of data protection law, we are a data controller in respect of your personal data. We collect and use your personal data and where applicable this may include information related to your spouse/partner, directors, partners and owners (your "representatives"). Close Brothers is responsible for ensuring that it uses your personal data in compliance with data protection law.

If you have any questions about this notice, about how we process personal data or about your rights over your personal data, our Data Protection Officer can be contacted at dpo@closebrothers.com or DPO, Close Brothers, 10 Crown Place, London, EC2A 4FT.

This notice applies to any personal data we receive from you, create or obtain from other sources and explains how it will be used by us. It is important that you take the time to read this notice so that you understand how we will use your personal data and your rights in relation to your personal data.

**Personal data that we collect about you**

We will collect and use the following personal data about you and your representatives:

**Information you give us**

- This is information about you and your representatives that you give us by filling in forms or by corresponding with us by telephone, e-mail or otherwise. The information you give us may include your and your representatives' name, address, e-mail address and telephone number, financial and credit card information, employment history, health information, credit history, identification records, qualifications and vehicle or asset details.
- You must ensure that in respect of any information you provide us with, which does not relate to you (for example, information about your representatives), you have obtained the necessary consent in order to disclose such information and provided the individual to whom the information relates with a copy of this notice.

**Information we collect or generate about you and your representatives**

- Website Usage Information - Our website uses Google Analytics to automatically gather certain statistical information such as the number and frequency of visitors and their IP addresses. This information is used as aggregated statistical information about users, providing usage by IP address. This information helps us to measure how individuals use the website and our services, so that we can continually improve them.
- We sometimes record telephone conversations to resolve complaints, improve our service and for training and quality assurance purposes.
- We generate data for statistical analysis.

**Use of Cookies**

**For full details on what cookies are, what they do, and which cookies are used by us, please see our Cookie Policy on our website.**

To enable you to sign in and personalise your online experience we use "cookies". A cookie is a small text file that is placed on your hard disk by a web page server. Cookies contain information that can later be read by a web server in the domain that issued the cookie to you. Cookies cannot be used to run programs or deliver viruses to your computer. We use cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalised content and appropriate advertising on your later visits to our website.

**Information we receive from other sources**

- Financial/ Credit Information - We will use information provided by credit reference agencies when assessing your application for finance and to verify your or, if applicable, your representatives identity. Such information may include some details about other credit you have taken out, any credit arrangements you have met or failed to meet, and any court judgments made against you.
- Fraud Prevention Agencies - When verifying your identity as part of our application process, we may access information recorded by fraud prevention agencies within and outside the UK. This may include information about any criminal convictions and any allegations regarding criminal activity that relate to you.
- Intermediaries - We will receive information from dealers, brokers and introducers including your personal details, contact details and relevant asset or policy details for the purposes of entering in to and administering your agreement.
- Social Media Profile - Where you have clicked through one of our promotions or event notices posted on a third party social media website such as LinkedIn, we will receive your contact information provided as part of your user profile such as your name, e-mail address and telephone number and any other relevant business information such as your organisation's name, address and your industry. Some of this information may be prepopulated based on your social media profile; other parts may be completed by you, as and

when requested.

- Public databases - we may obtain information about individuals from public databases. We use reputable sources including but not limited to the electoral register and Companies House. We employ appropriate measures to assure the quality of information which we collect.

#### **How we use your personal data**

Your personal data may be used by us in the following ways:

#### **Credit Scoring & Crime Prevention**

- to verify your identity as part of the account opening process for new customers;
- for making a credit check on you. We may carry out a search with a credit reference agency who will keep a record of our enquiry against your name and which may be linked to your representatives ("associated records"). For the purposes of any application for products or services from us, you may be assessed with reference to "associated records". Where any search or application is completed or agreement entered into involving joint parties, we may record details at credit reference agencies, as a result an "association" will be created that will link your financial records. Details of which credit reference agency we have used are available on request. We may also add to your or, if applicable, your business's, 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 remain on the credit reference agencies' files for 6 years after our agreement with you is settled or terminated whether settled by you or, if applicable, your business or by way of default. These credit reference agencies may create, or add to, their own record about you, or, if applicable, your business, details of our search and your application. This and other information about you or, if applicable, your business and those with whom you are linked financially may be used to make credit decisions about you or your business;
- You can find further information about how credit reference agencies (CallCredit, Equifax and Experian) may process your personal data at [www.experian.co.uk/crain](http://www.experian.co.uk/crain) or you can contact us to obtain a paper copy of this information;
- we may use credit scoring techniques and automated decision making systems to either fully or partially assess your information. These credit scoring techniques and automated decision making systems may take into account any previous applications for finance, defaults or existing debt. The results of this decision may decide whether we provide you with our services or not. If you disagree with the results of an automated decision, you can request a review of your application;
- to allow us to detect and prevent fraudulent activity including sharing personal data with fraud prevention agencies; and
- to allow us to detect and prevent money laundering activity or terrorist financing.

#### **Products & Services**

- to provide you with information, products or services that you may request from us;
- to carry out our obligations arising from any agreements you enter into with us;
- to make payments;
- to recover monies;
- where we are permitted to do so, to send promotional information about our products and services via methods such as e-mail, post, telephone, etc.; and
- to contact you via post, e-mail or telephone in relation to the administration of your account or to carry out quality control research.

#### **Statistical Analysis**

- as part of our legal and regulatory obligations, to conduct statistical analysis in order to improve our credit risk profile, tackle fraud, and improve our credit decisions. This may include statistical analysis on your personal data even if your application is declined by us or you decide not to complete your application with us; and
- in order to identify and offer you tailored products and services that are suitable for you and improve our service.

#### **Legal basis for processing your personal data**

We process your personal data pursuant to the following legal bases:

- your consent to share your personal data with third party affiliates who may wish to offer you products and services which may be of interest to you;
- taking steps (at your request) prior to entering into an agreement with you, and subsequently for the administration and performance of our agreement with you;
- to comply with our legal and regulatory obligations;
- to establish, exercise or defend our legal rights and / or for the purpose of (or in connection with) legal proceedings; and
- the use of your personal data as described is necessary for our legitimate business interests which are:
  - enforcing the terms and conditions of any agreement we have with you;
  - the recovery of outstanding debts existing under an agreement with you;
  - for statistical analysis to improve our products and services; or
- to contact you about products and services that may be of interest to you. You may object to this at any time by contacting us at [customer.enquiries@closebrothers.com](mailto:customer.enquiries@closebrothers.com) or by calling 0333 321 6060 or by mail addressed to Close Brothers Motor Finance at Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ.

#### **Sharing your personal data**

We may disclose your personal data within the Close Brothers Group and to third party service providers in the circumstances described below:

- to ensure the delivery or maintenance of products or services you have taken out with us;
- to ensure the safety and security of our data; and
- as part of our internal research and statistical analysis activity.

We will take steps to ensure that the personal data is accessed only by personnel that have a need to do so for the purposes described in this notice.

We may also share your personal data outside of the Close Brothers Group:

- to our professional advisers in order to enforce or apply the terms of use and other agreements you have with us;
- to an insurer or insurers for administration;
- to claims handlers and fraud prevention agencies;
- to any guarantor;
- to any funder in order to enable funders to assess the value of our assets;
- to any broker or introducer of an agreement with us;
- to tracing and repossession agents;
- if we sell any of our business or assets, in which case we may disclose your personal data to the prospective buyer for due diligence purposes;
- if we are acquired by a third party, in which case personal data held by us about you will be disclosed to the third party buyer;
- to third party agents or contractors (for example, the providers of our electronic data storage services or call centres) for the purposes of providing services to us; and
- with your consent, to third party affiliates who may wish to offer you products and services which may be of interest to you.

These third parties will be subject to confidentiality requirements and they will only use your personal data as described in this privacy notice.

We may also share your personal data outside of the Close Brothers Group to the extent required by law, for example if we are under a duty to disclose your personal data in order to comply with any legal obligation including but not limited to disclosures made to:

- Credit agencies;
- Companies House

and to establish, exercise or defend our legal rights.

#### **Transfer of personal data outside the European Economic Area**

The information you provide to us will be transferred to and stored on our secure servers in the European Economic Area ("EEA"). However, from time to time, your personal data may be transferred to, stored in, or accessed from a destination outside the EEA. It may also be processed by staff operating outside of the EEA who work for a company in the Close Brothers Group or for one of our suppliers.

Where we transfer your personal data outside the EEA, we will ensure that it is protected in a manner that is consistent with how your personal data will be protected by us in the EEA. This can be done in a number of ways, for instance:

- the country that we send the data to might be approved by the European Commission or a relevant data protection authority;
- the recipient might have signed up to a contract based on "model contractual clauses" approved by the European Commission, obliging them to protect your personal data; or
- where the recipient is located in the US, it might be a certified member of the EU-US Privacy Shield scheme.

In other circumstances the law may permit us to otherwise transfer your personal data outside the EEA. In all cases, however, we will ensure that any transfer of your personal data is compliant with data protection law.

You can obtain more details of the protection given to your personal data when it is transferred outside the EEA (including a copy of the standard data protection clauses which we have entered into with recipients of your personal data) by contacting us in accordance with the "Contact us" section below.

#### **How long we keep your personal data**

#### **Terms and Conditions (continued from previous page)**

How long we hold your personal data for will vary. The retention period will be determined by various criteria including:

- the purpose for which we are using it - we will need to keep the data for as long as is necessary for that purpose; and
- legal obligations - laws or regulation may set a minimum period for which we have to store your personal data.

If you are a customer we will retain your personal data for 7 years following the end of our relationship with you, unless we are required by law to keep it for a longer period of time (in which case, we will keep it until the expiry of the period required by law).

#### **Your rights**

You have a number of rights in relation to the personal data that we hold about you. These rights include:

- the right to object to our processing of your personal data where we process your personal data pursuant to our legitimate business interests. Please note that there may be circumstances where you object to our processing of your personal data but may be legally entitled to refuse that request;
- the right to obtain information regarding the processing of your personal data and access to the personal data which we hold about you;
- the right to withdraw your consent to our processing of your personal data at any time. Please note, however, that we may still be entitled to process your personal data if we have another legitimate reason (other than consent) for doing so;
- in some circumstances, the right to receive some personal data in a structured, commonly used and machine-readable format and/or request that we transmit those data to a third party where this is technically feasible. Please note that this right only applies to personal data which you have provided to us;
- the right to request that we rectify your personal data if it is inaccurate or incomplete;
- the right to request that we erase your personal data in certain circumstances. Please note that there may be circumstances where you ask us to erase your personal data but we are legally entitled to retain it;
- the right to request that we restrict our processing of your personal data in certain circumstances. Please note that there may be circumstances where you ask us to restrict our processing of your personal data but we are legally entitled to refuse that request;
- the right to object to any automated decision making (including profiling) which we conduct based on your personal data, which significantly affects you. Please note that there may be circumstances where you object to us conducting automated decision making but we are legally entitled to refuse that request;
- the right to object to the processing of your personal data for direct marketing purposes; and
- the right to lodge a complaint with the data protection regulator (details of which are provided below) if you think that any of your rights have been infringed by us.

You can exercise your rights by contacting us using the details set out in the "Contacting us" section below.

You can find out more information about your rights by contacting the data protection regulator, the Information Commissioner, or by searching their website at <https://ico.org.uk/>.

#### **Changes to our privacy policy**

We keep our privacy policy under regular review. Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

#### **Contact us**

We are registered in the UK and our registered address is at 10 Crown Place, London, EC2A 4FT and our company registration number is 195626.

Please contact us if you have any questions about our privacy policy or personal data we hold about you:

Write to us at our address: Close Brothers Motor Finance at Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ;

By telephone: 0333 321 6060; or

By e-mail: [customer.enquiries@closebrothers.com](mailto:customer.enquiries@closebrothers.com)

**Conditional Sale Agreement regulated by the Consumer Credit Act 1974**

Between us, Close Brothers Limited, trading as Close Brothers Motor Finance (VAT Registration Number 245501386) of 10 Crown Place, London, EC2A 4FT and you, the Customer, whose name and address appears below, on the terms and conditions set out below and overleaf. **The Credit Intermediary is S K Motoring Group Ltd of Unit 9 Stadium Ind Est Cradock Road, Stadium Ind Est Cradock Road, Luton, LU4 0JF**

Name	Mr Devante Huntley of 22 Carpenter Gardens, London, N21 3HJ		
Description of Goods:	BMW 318D (12-) (143BHP) SPORT	Serial/Chassis No:	WBA3D12050F137112
Reg. No:	LD12RPO	Date 1st Reg:	26th Mar 2012
Colour:	WHITE	New/Used:	Used
Total Cash Price of Goods (inc VAT) (a)	£8,485.00	Duration of the Agreement (months):	60
Advance Payment	Cash £200.00 Trade-in £0.00 }	£200.00	The total amount payable to be repaid as per the schedule of repayments shown below
Amount of Credit	£8,285.00	Payments	Frequency
Interest Charges	£3,238.40	60	Monthly
Acceptance Fee	£340.00	£197.89	Commencement Date one month after the date of this agreement
Title Transfer Fee	£10.00		
Total Charge for Credit (b)	£3,588.40		
Total Amount Payable (a+b)	£12,073.40		
Interest rate 7.50% p.a. fixed for the duration of the agreement. Interest is calculated on the amount of credit on the date of the agreement for the duration of the agreement. APR: 16.3%. The APR assumes that the amount of credit will be paid out on the date of this agreement and that all the repayments will be made in accordance with this agreement.			

**Right of Withdrawal**

You have a right to withdraw from the agreement without giving a reason. This right is available to you for 14 days beginning on the day after the day we give you an executed copy of the agreement and ends 14 days later. If you wish to exercise your right to withdraw from the agreement you must notify us either orally by telephone on 01302 344077 or in writing at Branch Services, Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ, by email to branchservicesmf@closebrothers.com or by fax to 01302 646505. If you exercise your right to withdraw you are withdrawing from the credit only and not the purchase of the goods. You are then required to repay the total amount of credit and the accrued interest. Interest will accrue from the date the amount of credit was provided until the date the amount of credit is repaid. You must repay the amount owed without delay and no later than 30 calendar days beginning the day after giving your notice of withdrawal. The amount of interest will accrue at a daily rate of £1.70. To repay the amount of credit and interest due please contact us using the contact details shown above. We will accept payment by credit or debit card (in the customer name only) and by bank transfer or cheque.

**TERMINATION: YOUR RIGHTS**

You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to half the total amount payable under this agreement, that is £6,036.70. If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.

**REPOSSESSION: YOUR RIGHTS**

If you do not keep your side of the agreement but you have paid at least one third of the total amount payable under this agreement that is £4,024.47 we may not take back the goods against your wishes unless we get a court order. (In Scotland we may need to get a court order at any time). If we do take the goods without your consent or a court order, you have the right to get back any money that you have paid under this agreement.

**Charges:**

If any payment is not made on time we may charge you default interest at the interest rate shown above. We may require you to pay us the following amounts compensation for breach of contract each time one of the following events occurs; £15 if we send you an arrears letter, £15 if we serve a default notice on you, £25 if we issue a termination notice, £25 if a cheque is unpaid or represented, £25 if a direct debit or standing order is unpaid, £20 if a direct debit is cancelled where we were not previously advised, we will also charge our reasonable costs if we repossess the vehicle, or if we instruct an outside agent, £75 if we have our representative visit to discuss your account or collect arrears. See clause 8.1.3 for our entitlement to administration costs, expenses and other compensation for enforcing this agreement due to breach of contract. These charges may be varied at any time in the future as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice. See clauses 10.3 and 10.4 for other charges that may be payable.

**Missing Payment:**

Missing payments could have severe consequences and affect your credit rating making obtaining credit more difficult. It may also lead to legal proceedings being brought against you which could involve obtaining a charging order which could entitle us to proceed from the sale of your home or us obtaining an order to repossess your home.

**Customer Acceptance**

By signing this agreement, you confirm that:

1. You have provided us with all relevant information about you in relation to your application for credit including any information which may impact our decision to lend. The information given by you and shown in this agreement is correct.
2. You have been given a pre-contract credit information document.
3. You have been given a verbal explanation relating to certain aspects of the pre-contract credit information and the agreement, including the features that may make the credit unsuitable for particular types of use, the payment details, including a reminder to consider the affordability of the payments, the total amount payable, the features that may have an adverse effect on you, the consequences of default and right of withdrawal information. A written copy of the explanation document was given to you at the same time.
4. You can afford to make the payments required under this agreement and know of no reason why your ability to afford the payments would change throughout the duration of this agreement.
5. At the time of signature, pages setting out the terms and conditions relating to this agreement are attached.
6. You have read the information set out in the Privacy Notice of this agreement and by signing below you acknowledge the activities described.

This is a Conditional Sale Agreement regulated by the Consumer Credit Act 1974.  
Sign it only if you want to be legally bound by its terms.

Signature: Mr D Huntley Electronically signed by:  
Print Name: Devante Huntley  
Date: 10/12/2019 17:15:53

Signed on behalf of Close Brothers Limited, trading as Close Brothers Motor Finance

Electronically signed by:  
Eugene [redacted] Credit Risk Director  
Date 10/12/2019 17:16:20

Date \_\_\_\_\_ Which is the Date of this Agreement.

The goods will not become your property until you have made all the payments. You must not sell them before then.

## Terms and Conditions

### **1. Agreement and Parties**

1.1 This is a Conditional Sale Agreement made between us: Close Brothers Limited, trading as Close Brothers Motor Finance of 10 Crown Place, London, EC2A 4FT as creditor and you, the Customer named overleaf. The amount of credit will be paid to the supplier of the Goods / Services when both you and us have signed the Agreement. This Agreement only comes into effect on the date when we sign it, which is the Date of this Agreement.

### **2. Sale and Payment**

2.1 We agree to sell to you, and you agree to buy from us, the Goods described overleaf. When signing this Agreement you must have paid the Advance Payment (if any) shown overleaf selected by you.

2.2 You agree to make the repayments specified overleaf on the specified dates. The prompt payment of these sums on the due dates is essential, time is of the essence. You will bear the risk of any payments made by post.

2.3 Property and ownership in the Goods will pass to you only after you have paid to us all sums payable under this Agreement; until then the Goods will remain our property.

2.4 Risk in the Goods will pass to you immediately on the Date of this Agreement or upon you or your agent taking possession of the Goods, whichever is the earlier.

2.5 The Acceptance Fee and the Title Transfer Fee are spread across the term of this Agreement and will attract interest at the interest rate stated overleaf. These charges are incorporated in the Total Charge for Credit overleaf.

2.6 If any repayment or any other sum due under this Agreement is not made on the due date for payment, then interest will be charged on that amount from its due date of payment, until receipt of payment, at the interest rate shown overleaf. Such interest will accrue after as well as before any County Court Judgment subject to it being awarded.

### **3. Insurance**

3.1 You indemnify us against any loss or damage to the Goods and for any loss, damage or injury caused by the Goods (except for any caused by our own negligence) insofar as it is not covered by insurance of the Goods.

3.2 You must insure and keep the Goods insured at all times under a fully comprehensive policy at your expense to their full replacement value. The insurance must include cover against the risk of loss or damage by fire, theft, accident and other risks, including third party risks, as are normally insured against in the case of goods of the type to which this Agreement relates.

3.3 You must have our interest in the Goods noted on the insurance policy.

3.4 You irrevocably authorise us to negotiate with the Insurers to settle any insurance claim and to receive the insurance monies.

3.5 We shall apply the insurance monies to your liability under this Agreement and in compensating us for any loss or damage that we may suffer or incur under this Agreement, you agree to pay us any shortfall on demand.

3.6 You must notify us promptly and no later than 14 days, of any loss of, or any damage to, the Goods and hold any insurance monies received by you in trust for us.

3.7 Any loss of, or damage to, the Goods shall not affect your liability to pay the Total Amount Payable or any other sums due under this Agreement.

3.8 You must exhibit to us within 48 hours a copy of the comprehensive policy of insurance if we call upon you to do so.

### **4. Repair and Maintenance**

4.1 You must maintain the Goods in good and reasonable order and condition at your expense. You are responsible for all loss of or damage to, the Goods, except for any due to fair wear and tear.

### **5. Restrictions on Use**

5.1 You may not use the Goods (or permit them to be used) for any purpose for which they are not designed.

5.2 Where the Goods comprise a motor vehicle they may not be used for the carriage of passengers for reward or hire or as a taxi.

5.3 You may not abandon, sell, gift or transfer the Goods to a third party and you must keep the Goods in your possession or control.

5.4 Except where the Goods comprise a motor vehicle, you must keep the Goods at your address stated overleaf and detached from the premises where they are situated. Where the Goods comprise a motor vehicle you may not remove them from the United Kingdom without our prior consent.

5.5 You may not sell or dispose of the Goods. You may not pledge our credit, permit any lien to arise over the Goods or use them as security for any of your obligation.

### **6. Exclusion of Liability**

6.1 We do not sell the goods subject to any condition, warranty or representation, express or implied, except for any which cannot be excluded.

### **7. Default**

7.1 The following will each be an Event of Default upon which we will be entitled to terminate the agreement after following the statutory requirements:

7.1.1 if you fail to pay any of the repayments specified overleaf within 7 days of their due date in accordance with clauses 2.2 and 2.6 or breach any of clauses 3.2, 3.6, 4 or 5 of this Agreement;

7.1.2 if any information which you have given to us in connection with the making of this Agreement and we have relied upon is false or misleading material information;

7.1.3 if a bankruptcy petition is presented against you or if you petition for your own bankruptcy or make a formal composition or scheme with your creditors or call a meeting of your creditors;

7.1.4 if a judicial factor or trustee or nominee or receiver or administrator shall be appointed over you or your estate or any part of it, or a petition for the appointment of a receiver or administrator over you is presented;

7.1.5 if in Scotland, you become insolvent or suffer sequestration or a receiver, judicial factor or trustee to be appointed over any of your estate or effects or suffer an arrestment, charge, poinding or diligence to be issued or levied on any of your estate or effects or suffer any exercise or threatened exercise of a landlord's hypothec;

7.1.6 if you cease to trade or threaten to cease to trade or if, being a partnership, the partnership is dissolved;

7.1.7 if the Goods are destroyed or treated by the insurer as a total loss in response to a claim;

7.1.8 if you repudiate this Agreement. Without prejudice to the generality of this clause it will be assumed that you have repudiated this Agreement if you fail to remedy any breach within the time specified for this in a Default Notice served on you.

7.1.9 if you allow any distraint or seizure of the Goods or part with possession of the Goods

7.1.10 if any of your Associates breach any agreement between them and us or any of our Associates (including but not limited to a breach of any guarantee given to us or any of our Associates by your Associate);

7.1.11 if you or any of your Associates breach any hire purchase, conditional or credit sale, leasing, hire, loan, guarantee or similar agreement between you or your Associates and a third party.

In this clause, "Associate" shall mean any of your subsidiaries or your holding company, or subsidiaries of your holding company (as such terms are defined in s 1159 of the Companies Act 2006), any person who has granted a guarantee of such first person in favour of us or a shareholder or other person having ultimate Control of such first person, where "Control" has the meaning given to such term in sections 450 and 451 of the Corporation Tax Act 2010.

7.2 Upon the happening of an Event of Default we may, in addition to our other rights and subject to giving you a Default Notice, terminate this Agreement and exercise our rights under clause 8.

### **8. Termination**

8.1 On termination of this Agreement:

8.1.1 your right to possession of the Goods immediately terminates, you will no longer have possession of the Goods with our consent and we may, subject to "Repossession: Your Rights" overleaf, retake possession of the Goods;

8.1.2 You must return the Goods to such address as we may specify, together with any registration document, tax disc, MOT certificate and any other documents of title.

8.1.3 you must pay to us forthwith:

- a. all repayments which are in arrears and all other sums which have accrued; and
- b. damages for any breach of obligation by you prior to termination of this Agreement relating to maintaining the Goods in good and reasonable repair and condition; and
- c. by way of compensation for loss and/or liquidated damages for breach of this Agreement, the outstanding balance of the Total Amount Payable plus all expenses incurred by us in respect of the storage, insurance, tracing and recovery of the Goods, less (i) the net proceeds of sale if the Goods are reposessed and sold, within three months of the date of termination or if reposessed but not sold, their value at the expiration of the said period of three months as determined by a dealer appointed by us who deals in similar goods on the basis of a sale to traders of the Goods and (ii) on payment, any rebate of charges to which you are entitled under the Consumer Credit Act 1974 plus our reasonable legal costs.

### **9. Your Entitlement to End The Agreement**

9.1 You may end this Agreement by taking the steps set out in the notice "Termination: Your Rights" above your signature. You must then (at your own expense) return the Goods to us and in the case of a motor vehicle, together with the registration document, tax disc, MOT test certificate and any other documents of title. You must also pay us any further amount stated in the notice.

**10. Miscellaneous**

- 10.1 Where more than one person signed this Agreement as the Customer, you shall be jointly and severally liable for the Customer's obligations and liability under this Agreement and references to "you" throughout the agreement shall be taken to mean "either of you". This means that each of you can be made fully liable for the Customer's indebtedness to us under this Agreement.
- 10.2 We may at any time assign, charge or otherwise deal with our interest in this Agreement and/or the Goods (provided that this does not adversely affect your rights under this Agreement) but you may not do so.
- 10.3 You must pay the following amounts (each time one of the following events occurs): £20 if we agree to change your payment method, £20 if we agree to change your payment due date, £25 if we agree to change the vehicle registration number, £100 if we are willing to reschedule your payments, and up to a maximum of £24 per document will be charged if you request copy documentation. You must also pay us all our reasonable costs and expenses, including legal costs, incurred in enforcing our rights under this Agreement.
- 10.4 Title Transfer Fee relates to the costs incurred in both registering and deregistering the vehicle on the external security register.
- 10.5 The fees shown in charges overleaf and in clauses 10.3 and 10.4 may be varied at any time in the future as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice.
- 10.6 All notices, demands and statements may be posted or delivered to you at your present or last known address and if sent by pre-paid first class post shall be assumed to have been received 48 hours after posting.
- 10.7 You must immediately notify us of any change to your contact details and of the address at which the Goods are normally kept.
- 10.8 If at any time we do not insist on our strict rights under this Agreement or allow any time or show any indulgence, this will not prevent us from doing so on another occasion.
- 10.9 We may vary the terms of this Agreement if a variation is required as a result of economic conditions beyond our control, legislative or regulatory requirements, any necessary changes to our systems or procedures or any other valid reason by giving you 14 days prior written notice, otherwise no variation of the terms of this Agreement shall be binding on you unless written and signed on your behalf.
- 10.10 English law will apply to this Agreement unless your address is in Scotland, in which case, Scottish law will apply or your address is in Northern Ireland, in which case the law of Northern Ireland will apply. The non-exclusive jurisdiction of the English or Scottish courts or the courts of Northern Ireland (as appropriate) will apply.
- 10.11 Any complaints in relation to this Agreement should be made to us in writing at Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ or by fax to 01302 646555, email to infomf@closebrothers.com or orally by telephone on 01302 646464.

**11. Ombudsman Scheme**

- 11.1 If you are not a business debtor you have a right to complain to the Financial Ombudsman Service. You have a right to complain to the Ombudsman if we are unable to resolve your complaint within 8 weeks of receipt of the complaint or after we have issued a final response. If you are a business debtor you may have the right to complain to the Financial Ombudsman Scheme. The Ombudsman can be contacted by telephone on 0800 023 4567 or by writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR or by email to complaint.info@financial-ombudsman.org.uk or via their website at www.financial-ombudsman.org.uk.

**12. Supervisory Authority**

- 12.1 The Financial Conduct Authority at 12 Endeavour Square, London E20 1JN is our supervisory authority under The Consumer Credit Act 1974.

**13. Early Repayment**

- 13.1 You have a right to settle this Agreement early either in full or in part. If you wish to make a full or partial settlement please contact us orally by telephone on 01733 371562 or in writing at Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ. You will need to inform us of your wish to early settle, the amount you wish to pay and when you wish to make the payment.
- 13.2 We may have the right to compensation if the amount of a single payment in respect of early settlement exceeds £8,000 or the total of early settlements exceeds £8,000 in any 12 month period. The compensation must be fairly and objectively justified, and must not exceed the lower of -
- 13.2.1 1% of the amount repaid early where the period from the date on which you make the payment to the date for the discharge of your indebtedness is more than one year, or 0.5% of the amount repaid early, where that period is equal to or less than one year, and
- 13.2.2 The total amount of interest that would have been paid by you under the Agreement in the period from the date on which you make the payment to the date fixed for the end of the period under the Agreement.
- 13.3 If you make a partial early repayment, we will confirm your new monthly payment amount in writing. The duration of the agreement will remain unchanged.

**14. Statement of Account**

- 14.1 You have a right to receive, on request and free of charge at any time throughout the duration of the agreement a statement in the form of a table showing; a) amount, date due and details of each instalment b) conditions relating to the payment of the instalment c) breakdown of each instalment showing; capital, interest paid and any other charges.

**Privacy Notice**

"We", "our" or "us" means Close Brothers Limited, 10 Crown Place, London, EC2A 4FT and its subsidiaries, affiliates and their respective parent and subsidiary companies ("Close Brothers Group"). For the purposes of data protection law, we are a data controller in respect of your personal data. We collect and use your personal data and where applicable this may include information related to your spouse/partner, directors, partners and owners (your "representatives"). Close Brothers is responsible for ensuring that it uses your personal data in compliance with data protection law.

If you have any questions about this notice, about how we process personal data or about your rights over your personal data, our Data Protection Officer can be contacted at dpo@closebrothers.com or DPO, Close Brothers, 10 Crown Place, London, EC2A 4FT.

This notice applies to any personal data we receive from you, create or obtain from other sources and explains how it will be used by us. It is important that you take the time to read this notice so that you understand how we will use your personal data and your rights in relation to your personal data.

**Personal data that we collect about you**

We will collect and use the following personal data about you and your representatives:

**Information you give us**

- This is information about you and your representatives that you give us by filling in forms or by corresponding with us by telephone, e-mail or otherwise. The information you give us may include your and your representatives' name, address, e-mail address and telephone number, financial and credit card information, employment history, health information, credit history, identification records, qualifications and vehicle or asset details.
- You must ensure that in respect of any information you provide us with, which does not relate to you (for example, information about your representatives), you have obtained the necessary consent in order to disclose such information and provided the individual to whom the information relates with a copy of this notice.

**Information we collect or generate about you and your representatives**

- Website Usage Information - Our website uses Google Analytics to automatically gather certain statistical information such as the number and frequency of visitors and their IP addresses. This information is used as aggregated statistical information about users, providing usage by IP address. This information helps us to measure how individuals use the website and our services, so that we can continually improve them.
- We sometimes record telephone conversations to resolve complaints, improve our service and for training and quality assurance purposes.
- We generate data for statistical analysis.

**Use of Cookies**

**For full details on what cookies are, what they do, and which cookies are used by us, please see our Cookie Policy on our website.**

To enable you to sign in and personalise your online experience we use "cookies". A cookie is a small text file that is placed on your hard disk by a web page server. Cookies contain information that can later be read by a web server in the domain that issued the cookie to you. Cookies cannot be used to run programs or deliver viruses to your computer. We use cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalised content and appropriate advertising on your later visits to our website.

**Information we receive from other sources**

- Financial/ Credit Information - We will use information provided by credit reference agencies when assessing your application for finance and to verify your or, if applicable, your representatives identity. Such information may include some details about other credit you have taken out, any credit arrangements you have met or failed to meet, and any court judgments made against you.
- Fraud Prevention Agencies - When verifying your identity as part of our application process, we may access information recorded by fraud prevention agencies within and outside the UK. This may include information about any criminal convictions and any allegations regarding criminal activity that relate to you.
- Intermediaries - We will receive information from dealers, brokers and introducers including your personal details, contact details and relevant asset or policy details for the purposes of entering in to and administering your agreement.
- Social Media Profile - Where you have clicked through one of our promotions or event notices posted on a third party social media website such as LinkedIn, we will receive your contact information provided as part of your user profile such as your name, e-mail address and telephone number and any other relevant business information such as your organisation's name, address and your industry. Some of this information may be prepopulated based on your social media profile; other parts may be completed by you, as and

when requested.

- Public databases - we may obtain information about individuals from public databases. We use reputable sources including but not limited to the electoral register and Companies House. We employ appropriate measures to assure the quality of information which we collect.

#### **How we use your personal data**

Your personal data may be used by us in the following ways:

#### **Credit Scoring & Crime Prevention**

- to verify your identity as part of the account opening process for new customers;
- for making a credit check on you. We may carry out a search with a credit reference agency who will keep a record of our enquiry against your name and which may be linked to your representatives ("associated records"). For the purposes of any application for products or services from us, you may be assessed with reference to "associated records". Where any search or application is completed or agreement entered into involving joint parties, we may record details at credit reference agencies, as a result an "association" will be created that will link your financial records. Details of which credit reference agency we have used are available on request. We may also add to your or, if applicable, your business's, 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 remain on the credit reference agencies' files for 6 years after our agreement with you is settled or terminated whether settled by you or, if applicable, your business or by way of default. These credit reference agencies may create, or add to, their own record about you, or, if applicable, your business, details of our search and your application. This and other information about you or, if applicable, your business and those with whom you are linked financially may be used to make credit decisions about you or your business;
- You can find further information about how credit reference agencies (CallCredit, Equifax and Experian) may process your personal data at [www.experian.co.uk/crain](http://www.experian.co.uk/crain) or you can contact us to obtain a paper copy of this information;
- we may use credit scoring techniques and automated decision making systems to either fully or partially assess your information. These credit scoring techniques and automated decision making systems may take into account any previous applications for finance, defaults or existing debt. The results of this decision may decide whether we provide you with our services or not. If you disagree with the results of an automated decision, you can request a review of your application;
- to allow us to detect and prevent fraudulent activity including sharing personal data with fraud prevention agencies; and
- to allow us to detect and prevent money laundering activity or terrorist financing.

#### **Products & Services**

- to provide you with information, products or services that you may request from us;
- to carry out our obligations arising from any agreements you enter into with us;
- to make payments;
- to recover monies;
- where we are permitted to do so, to send promotional information about our products and services via methods such as e-mail, post, telephone, etc.; and
- to contact you via post, e-mail or telephone in relation to the administration of your account or to carry out quality control research.

#### **Statistical Analysis**

- as part of our legal and regulatory obligations, to conduct statistical analysis in order to improve our credit risk profile, tackle fraud, and improve our credit decisions. This may include statistical analysis on your personal data even if your application is declined by us or you decide not to complete your application with us; and
- in order to identify and offer you tailored products and services that are suitable for you and improve our service.

#### **Legal basis for processing your personal data**

We process your personal data pursuant to the following legal bases:

- your consent to share your personal data with third party affiliates who may wish to offer you products and services which may be of interest to you;
- taking steps (at your request) prior to entering into an agreement with you, and subsequently for the administration and performance of our agreement with you;
- to comply with our legal and regulatory obligations;
- to establish, exercise or defend our legal rights and / or for the purpose of (or in connection with) legal proceedings; and
- the use of your personal data as described is necessary for our legitimate business interests which are:
  - enforcing the terms and conditions of any agreement we have with you;
  - the recovery of outstanding debts existing under an agreement with you;
  - for statistical analysis to improve our products and services; or
- to contact you about products and services that may be of interest to you. You may object to this at any time by contacting us at [customer.enquiries@closebrothers.com](mailto:customer.enquiries@closebrothers.com) or by calling 0333 321 6060 or by mail addressed to Close Brothers Motor Finance at Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ.

#### **Sharing your personal data**

We may disclose your personal data within the Close Brothers Group and to third party service providers in the circumstances described below:

- to ensure the delivery or maintenance of products or services you have taken out with us;
- to ensure the safety and security of our data; and
- as part of our internal research and statistical analysis activity.

We will take steps to ensure that the personal data is accessed only by personnel that have a need to do so for the purposes described in this notice.

We may also share your personal data outside of the Close Brothers Group:

- to our professional advisers in order to enforce or apply the terms of use and other agreements you have with us;
- to an insurer or insurers for administration;
- to claims handlers and fraud prevention agencies;
- to any guarantor;
- to any funder in order to enable funders to assess the value of our assets;
- to any broker or introducer of an agreement with us;
- to tracing and repossession agents;
- if we sell any of our business or assets, in which case we may disclose your personal data to the prospective buyer for due diligence purposes;
- if we are acquired by a third party, in which case personal data held by us about you will be disclosed to the third party buyer;
- to third party agents or contractors (for example, the providers of our electronic data storage services or call centres) for the purposes of providing services to us; and
- with your consent, to third party affiliates who may wish to offer you products and services which may be of interest to you.

These third parties will be subject to confidentiality requirements and they will only use your personal data as described in this privacy notice.

We may also share your personal data outside of the Close Brothers Group to the extent required by law, for example if we are under a duty to disclose your personal data in order to comply with any legal obligation including but not limited to disclosures made to:

- Credit agencies;
- Companies House

and to establish, exercise or defend our legal rights.

#### **Transfer of personal data outside the European Economic Area**

The information you provide to us will be transferred to and stored on our secure servers in the European Economic Area ("EEA"). However, from time to time, your personal data may be transferred to, stored in, or accessed from a destination outside the EEA. It may also be processed by staff operating outside of the EEA who work for a company in the Close Brothers Group or for one of our suppliers.

Where we transfer your personal data outside the EEA, we will ensure that it is protected in a manner that is consistent with how your personal data will be protected by us in the EEA. This can be done in a number of ways, for instance:

- the country that we send the data to might be approved by the European Commission or a relevant data protection authority;
- the recipient might have signed up to a contract based on "model contractual clauses" approved by the European Commission, obliging them to protect your personal data; or
- where the recipient is located in the US, it might be a certified member of the EU-US Privacy Shield scheme.

In other circumstances the law may permit us to otherwise transfer your personal data outside the EEA. In all cases, however, we will ensure that any transfer of your personal data is compliant with data protection law.

You can obtain more details of the protection given to your personal data when it is transferred outside the EEA (including a copy of the standard data protection clauses which we have entered into with recipients of your personal data) by contacting us in accordance with the "Contact us" section below.

#### **How long we keep your personal data**

#### **Terms and Conditions (continued from previous page)**

How long we hold your personal data for will vary. The retention period will be determined by various criteria including:

- the purpose for which we are using it - we will need to keep the data for as long as is necessary for that purpose; and
- legal obligations - laws or regulation may set a minimum period for which we have to store your personal data.

If you are a customer we will retain your personal data for 7 years following the end of our relationship with you, unless we are required by law to keep it for a longer period of time (in which case, we will keep it until the expiry of the period required by law).

#### **Your rights**

You have a number of rights in relation to the personal data that we hold about you. These rights include:

- the right to object to our processing of your personal data where we process your personal data pursuant to our legitimate business interests. Please note that there may be circumstances where you object to our processing of your personal data but may be legally entitled to refuse that request;
- the right to obtain information regarding the processing of your personal data and access to the personal data which we hold about you;
- the right to withdraw your consent to our processing of your personal data at any time. Please note, however, that we may still be entitled to process your personal data if we have another legitimate reason (other than consent) for doing so;
- in some circumstances, the right to receive some personal data in a structured, commonly used and machine-readable format and/or request that we transmit those data to a third party where this is technically feasible. Please note that this right only applies to personal data which you have provided to us;
- the right to request that we rectify your personal data if it is inaccurate or incomplete;
- the right to request that we erase your personal data in certain circumstances. Please note that there may be circumstances where you ask us to erase your personal data but we are legally entitled to retain it;
- the right to request that we restrict our processing of your personal data in certain circumstances. Please note that there may be circumstances where you ask us to restrict our processing of your personal data but we are legally entitled to refuse that request;
- the right to object to any automated decision making (including profiling) which we conduct based on your personal data, which significantly affects you. Please note that there may be circumstances where you object to us conducting automated decision making but we are legally entitled to refuse that request;
- the right to object to the processing of your personal data for direct marketing purposes; and
- the right to lodge a complaint with the data protection regulator (details of which are provided below) if you think that any of your rights have been infringed by us.

You can exercise your rights by contacting us using the details set out in the "Contacting us" section below.

You can find out more information about your rights by contacting the data protection regulator, the Information Commissioner, or by searching their website at <https://ico.org.uk/>.

#### **Changes to our privacy policy**

We keep our privacy policy under regular review. Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

#### **Contact us**

We are registered in the UK and our registered address is at 10 Crown Place, London, EC2A 4FT and our company registration number is 195626.

Please contact us if you have any questions about our privacy policy or personal data we hold about you:

Write to us at our address: Close Brothers Motor Finance at Roman House, Roman Road, Doncaster, South Yorkshire, DN4 5EZ;

By telephone: 0333 321 6060; or

By e-mail: [customer.enquiries@closebrothers.com](mailto:customer.enquiries@closebrothers.com)

## Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form and send to:

Close Brothers Motor Finance, North Wing Park House, Peterborough Business Park, Peterborough, Cambridgeshire, PE2 6FZ

**Name and full postal address of your Bank or Building Society**

To : The Manager	BARCLAYS BANK UK PLC
Leicester Leicestershire LE872BB	

**Service User Number**

6	7	4	3	9	7
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**Reference Number**

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**Name(s) of Account Holder(s)**

Mr Devante Huntley
--------------------

**Bank/Building Society account number**

--

**Branch Sort Code**

--

**Signature(s)**

Electronically signed by:  
Devante Huntley  
10/12/2019 17:15:53



**Date**

**Banks and Building Societies may not accept Direct Debit Instructions for some types of account**

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Close Brothers Motor Finance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Close Brothers Motor Finance to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Close Brothers Motor Finance or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society. If you receive a refund you are not entitled to, you must pay it back when Close Brothers Motor Finance asks you to.
- 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.

**IDENTITY CHECK**

Driving Licence seen and number checked:

All originals seen and signed on behalf of Supplier:

**INSURANCE DETAILS (Comprehensive Mandatory)**

Company \_\_\_\_\_

Broker \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Telephone Number \_\_\_\_\_

Policy/Cover No \_\_\_\_\_

Date of Expiry \_\_\_\_\_

**SUPPLIER'S DECLARATION TO CLOSE BROTHERS MOTOR FINANCE**

1. We the supplier identified below, request you Close Brothers Limited, trading as Close Brothers Motor Finance do purchase from us the goods as described in the attached agreement at the cash price stated on the invoice (the sales contract), to enable you to enter into the agreement with the customer named in the agreement.
2. We make to you the following representation and warranties and declare that:
- 2.1 We have: (i) complied with all the data protection and money laundering checks as required by you, the Financial Conduct Authority and any applicable legislation; (ii) had sight of original identity documents and scrutinized them for authenticity; (iii) compared the customer signature on the agreement to the signature on the identity document; (iv) checked a photographic identity document for reasonable likeness of the customer; (v) taken a copy of the original identity documents and certified them as a fair and true likeness of the individual and a true copy of the original in the case of any photographic identification, or a true copy of the original in the case of non-photo I.D. documents; and submitted these copies to you; (vi) confirmed that no address inconsistencies exist between the identity/address proofs supplied/obtained; and (vii) completed the identity check box accordingly;
- 2.2 every statement made by us to you or the customer with regard to the sales contract, the goods and/or the agreement is true and accurate;
- 2.3 the cash element of the advance payment shown in the agreement has been paid as stated by the customer to us and any allowance for a vehicle taken in part exchange is reasonable in relation to their value;
- 2.4 we have shown the advance payment split between cash and part exchange as appropriate and you have been informed of the details of any part exchange vehicle that has been used towards the advance payment;
- 2.5 we are the owners of the goods and have good title to them;
- 2.6 the goods have not been the subject of any previous transaction with the customer or any ongoing transaction with any third party and are free from any charges, liens or other encumbrances, are in good and reasonable working order and condition and comply with all legal requirements, all express and implied terms, with their description in the agreement and with any representation made about them by our employees or agents to the customer, and that the goods are both a safe product and of satisfactory quality within the meaning of the Consumer Rights Act 2015 (as amended from time to time) and fit for all purposes for which goods of the kind in question are commonly supplied again in accordance with the Consumer Rights Act 2015;
- 2.7 in the event that the goods are a vehicle, the mileage recorded below is an accurate statement of the true mileage of the vehicle at the time this declaration is signed by us;
- 2.8 all representations about the goods made by our employees or agents to the customer shall be deemed to have been made to you also;
- 2.9 the details of the customer, the goods, financial information and other information set out in the agreement are fully completed and correct in every respect apart from the signature and dates when presented to the customer for signature, that the customer signed the agreement in our presence and a copy of the unexecuted agreement was handed to the customer immediately after the customer signed the original;
- 2.10 the agreement when it commences according to the terms will be fully valid and binding on the customer, we will withhold delivery of the goods until you have intimated your acceptance of the agreement to us in writing and until insurance in accordance with your requirements has been arranged and evidenced to us by the customer;
- 2.11 all the requirements of the Consumer Credit Act 1974 (as amended) together with the Financial Conduct Authority Handbook have been complied with including meeting our obligations in respect of assessing customer vulnerability, creditworthiness, affordability and sustainability of repayments;
- 2.12 we requested the customer to consider the affordability of the repayments under the agreement and any changes in circumstances that might affect the ability to make the repayments;
- 2.13 anything contained in any other invoice or document issued by us in respect of the goods which is inconsistent with any statement or promise made by us in this document shall be of no effect and that the rights conferred upon you by this declaration are in addition to and not in substitution for any terms, conditions or warranties implied in favour of a purchaser of the goods under the Sale Of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994 and as from time to time further amended (and in particular as amended by the Consumer Rights Act 2015);
- 2.14 we hold a valid authorisation from the Financial Conduct Authority;
- 2.15 the customer has not paid any amount including any fee or charge to us other than any advance payment as set out in the agreement;
- 2.16 the customer has been given sufficient time to consider the agreement before signing it;
- 2.17 prior to entering the agreement the customer was handed a copy of the pre-contract credit information and was given the opportunity to consider the information or take it away if so required (as applicable);
- 2.18 the customer has been provided with a written or oral pre-contract adequate explanation as required and in accordance with the Consumer Credit Act 1974 (as amended) together with the Financial Conduct Authority Handbook which included an explanation of the features that may make the agreement unsuitable for particular types of use, the repayment details, the adverse features of the agreement, the default features, right of withdrawal information and the customer has also been given the opportunity to ask further questions and has confirmed they understand the information provided to them; and
- 2.19 we confirm that we have witnessed the customer sign the agreement.
- 2.20 We have (i) presented the customer with the Close Brothers Motor Finance (CBMF) privacy notice whilst completing the Finance proposal and answered any questions from the customer relating to the notice OR (ii) if the customer was not present with us/me whilst submitting the proposal we have highlighted the key elements of the CBMF privacy notice including that a credit search will be performed against the personal details they provided. We also confirm that we have made them aware that the full privacy notice is included in the Terms and Conditions of the Finance agreement and also available on the CBMF website(s).
3. We agree that:
- 3.1 if any of the statements contained above are untrue (whether to our knowledge or not), you shall be entitled to rescind the sale of the goods to you and require repayment as in clause 3.2 below, or to be indemnified by us against all loss (including any loss and any balance due to you under the terms of the agreement) sustained by you by reason of such false statements;
- 3.2 we shall indemnify you against all loss, damage and costs you may sustain under or as a result of entering into the agreement, whether or not such loss or damage results from the commission of any breach by the customer and whether or not you have a legal right to claim or have availed yourself of any right to claim against the customer for such loss or damage, and for the purpose your loss shall be computed as the balance of the total amount payable in the terms of the agreement (however this may be expressed) together with interest and other sums payable together with all consequential loss, damages and costs incurred under the sales agreement between us and the agreement as a result of our breach; and
- 3.3 our request to you to purchase the goods shall be deemed to have been accepted by your execution of the agreement and in consequence of that the property and title in the goods shall pass to you and we will supply the goods on your behalf to the customer in accordance with your instructions.

Supplier's Rubber Stamp:

**S K Motoring Group Ltd****Unit 9, Stadium Ind Est Cradock Road, Stadium Ind Est  
Cradock Road, Luton, LU4 0JF**

Supplier declaration.

I confirm that clauses 1 - 3 have been complied with

Signature  Electronically signed by:

Name in Capitals 10/12/2019 17:16:16

Address \_\_\_\_\_

Cash Price (incl. VAT at 0 % of £ 0 ) £ 8485.00 Mileage of the vehicle : 69621

Address Unit 9, Stadium Ind Est Cradock Road, Stadium Ind Est Cradock Road, Luton, LU4 0JF

If the transaction is one in respect of which Value Added Tax is to be added please quote the VAT registration number of the supplier in the adjacent box.

VAT Reg. No. 0 . If a supplier prefers to submit his own invoice with the agreement, he may do so, but he is reminded that he must sign the above declaration, give all necessary information including his VAT Registration number and must complete the IDENTITY CHECK.