### **Missing Payments**

Missing payments could have severe consequences, including legal proceedings, the possibility that your house may be repossessed and the possibility that missing payments may make it more difficult to obtain credit.

# Right of Withdrawal

You are entitled, under section 66A of the Act, to withdraw from this agreement without giving any reason before the end of 14 days beginning with the day after the day on which the agreement was made or, if later, the day after the day on which you received a copy of the executed agreement, that is a copy of the agreement signed by you and us. If you wish to withdraw you must give us notice by one of the following methods a) notify us in writing or orally to the address given for us in this agreement of your intention to withdraw from it; b) Oral notification should be made by telephone to us on 01472 233200. If you withdraw from this agreement you must repay, without delay and no later than 30 calendar days beginning with the day after the day you gave us notice of withdrawal, the Amount of Credit shown above together with interest at the Rate of Interest, from the date the credit was provided until the date of repayment. Interest accrues at £2.33 per day. The repayment of the above sums must be made directly to us at the address given for us in this agreement, or by bank transfer to our bank account. Our bank details can be obtained by calling 01472 233200.

# Early Repayment

You have the right to settle this agreement early, in whole or in part, under section 94 of the Act, by notice in writing or by telephoning us at our address stated in this agreement and by making payment before the end of the period of 28 days beginning with the day following that on which such notice was received by us or on or before any later date specified in the notice.

# **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 £5165.84 . 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 to your side of the agreement but you have paid at least one third of the total amount payable under this agreement that is £3443.89 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.

#### **Ombudsman Scheme**

If you are not a business debtor you have the right to complain to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). You can contact the Ombudsman by post at the Financial Ombudsman Service, Exchange Tower, London, E14 9SR, by telephone on 0800 023 4567 or by email to complaint.info@financial-ombudsman.org.uk. If you are a business then you may have a right to complain to the Financial Ombudsman Service. Please contact us if you are in any doubt as to your rights.

#### **Supervisory Authority**

The Financial Conduct Authority is the supervisory authority for consumer credit agreements. Their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

This is a hire purchase agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Your Signature(s)

Date of Signature(s)

The Goods will not become your property until you have made all the payments due under this agreement. You must not sell them before then.

## **Customer Declaration**

By signing this agreement you acknowledge and agree that:

- 1. You can afford and sustain the monthly payments set out above
- 2. You have (i) received the pre-contract information document (SECCI) and a pre-contract explanation document and (ii) read both documents and the agreement itself before you signed this agreement.
- 3. The agreement was fully completed and the information is correct and accurate when it was presented to you for signature.
- 4. You have read this agreement including the terms and conditions which form pages 3-4 of this agreement and you agree to be bound by these terms.
- 5. You confirm the details above are accurate. In considering whether or not to enter into this agreement you acknowledge that we have relied upon the truth of the information you have supplied. All information supplied by you and contained in this agreement or provided in connection with it is true and correct.
- 6. You have obtained all warranties and guarantees in relation to the quality and fitness for purpose of the Goods from the supplier or manufacturer and will have no claim against us should the Goods be unsatisfactory or unfit for purpose save as is implied by law.
- 7. In accordance with clause 10(f) of the agreement terms and conditions, you authorise us to ask DVLA for your driver record information as and when we require, at a frequency we shall determine.
- 8. You understand how we may use information which we collect from you and about you (and what information we collect), have read both the 'Use of Your Information" notice below.

Signature on behalf of Advantage Finance Limited

Date of Signature (this is the date of this agreement):

Oignature on behalf of Advantage I marice Elimited

### IMPORTANT INFORMATION - USE OF YOUR INFORMATION - Please read this notice before signing this agreement

It is important that you provide us with accurate information and notify us if any information about you changes.

The personal information we have collected from you will be shared with fraud prevention and credit reference agencies and used to prevent fraud and money laundering and in support of responsible lending via credit checks and the fair and proportionate collection of debt and to verify your identity. If fraud is detected, you could be refused certain services, finance and employment. Your information may also be used for producing and analysing statistics about credit and fraud.

Your information will be shared with fraud prevention and credit reference agencies at the time of your application and ongoing with these agencies who may retain a record of any such checks and details of your account (including the repayments you make or any late or missed payments). Joint application data or that of a financial associate of yours may also be used in both this application and in consideration of future applications by others if a financial association is created by applying for a joint account. Some details will and some may be shared with other organisations, including debt collection agencies, to assess further applications by you, for debt tracing, debt collection and fraud prevention.

For further details about how your information will be used by us, the fraud prevention and credit reference agencies, and information about your data protection rights, please refer to our 'Use of Your Information' guide which is

available at <a href="www.advantage-finance.co.uk/yourinfo">www.advantage-finance.co.uk/yourinfo</a> or you can write to us at Customer Services, Unit 7, Acorn Business Park, Moss Road, Grimsby, DN32 0LW. You will have received a copy of this information document when you made your application. We recommend that you read the credit reference agencies' privacy information (called the Credit Reference Agency Information Notice or CRAIN) by visiting the following links: Experian:

www.experian.co.uk/crain/index.html

Callcredit: <a href="www.experian.co.uk/crain/index.html">www.experian.co.uk/crain/index.html</a>

Callcredit: <a href="www.experian.co.uk/crain/index.html">www.experian.co.uk/crain/index.html</a>

Equifax:

We will send marketing information (by post, email or text message) to you about contract renewals and/or our similar products and services that we think will be of interest to you. If you would prefer not to be contacted with this information you may opt out by writing to us at the above address or email enquiries@advantage-finance.co.uk or use the unsubscribe option included within each message. Withdrawing your consent does not affect the lawfulness of processing before withdrawal.

You have rights in relation to your personal information, which apply in certain circumstances. These rights include the right to: access the information that we hold about you, withdraw your consent (including to stop contacting you for marketing purposes), object to our use of your information, ask us to erase your information and rights in relation to automated decisions made about you. Please contact us at the above address if you wish to exercise any of these rights.