

MI Vehicle Finance

Hire Purchase Agreement regulated by the Consumer Credit Act 1974
(Personal Contract Purchase)

Name and address of the customer(s) ('you')	Mr. Hamza Jadoon 35 Waterloo Road, London, LONDON, E10 7HR	
Name and address of the creditor ('we' or 'us')	MI Vehicle Finance Limited Reading International Business Park, Reading, RG2 6AA	
Names and addresses of credit intermediaries	Creditas Financial Solutions Ltd of 72 Otley Road, LEEDS, LS20 8BH	
	The supplying dealer: Creditas Financial Solutions Ltd ('the dealer') 72 Otley Road, LEEDS, LS20 8BH	
Description of goods financed under this agreement ('the Vehicle')	Model: MERCEDES-BENZ A CLASS DIESEL HATCHBACK A180d Sport Executive 5dr	
	Serial or chassis number: WDD1760122J550844	Registration number: LP17UAH
Agreement number	M148870	Mileage on delivery: 23617

Financial information

Term	Description	Details
Duration of this agreement	The period of hire.	48 months
Cash price	The total price payable to the dealer for the purchase of the Vehicle (including any VAT).	£ 14,750.00
Advance payment	Any up-front payment or deposit you need to make towards the Cash price before we enter into this agreement. This can be in the form of a cash payment and/or a part-exchange allowance from the dealer.	£ 500.00
Amount of credit	The amount you are borrowing, which is the Cash price, less any Advance payment. Once this agreement has been signed by you, we will provide you with the credit by paying to obtain title to the Vehicle.	£ 14,250.00
Interest rate	The amount of interest (as a percentage) that we charge for providing the Amount of credit. This is a flat rate of interest, which means that the amount of interest you must pay is worked out as a percentage of the original credit amount. Interest has been applied in advance on the Amount of credit using the flat rate shown here. The flat rate applies for the Duration of this agreement, starting when the Amount of credit is provided. Interest and the fixed charges detailed below are then added to the Amount of credit to work out the payments to be made by you.	5.13 % per year (fixed)
Total charge for credit	The charges we make for providing the Amount of credit.	Credit arrangement fee £ 0.00
	The credit arrangement fee is payable as part of your First repayment.	Option to purchase fee £ 1.00
	If you wish to purchase the Vehicle at the end of the agreement, we will collect the option to purchase fee as part of your Optional final payment.	Interest £ 4,014.03
		Total charge for credit £ 4,015.03
Total amount payable	The Total amount payable by you under this agreement in order to become the owner of the Vehicle, which includes any Advance payment, the Amount of credit and the Total charge for credit. If you choose to return the Vehicle at the end of this agreement you will not have to make the Optional final payment. Please note that other charges may be payable as listed in the Charges section below.	£ 18,765.03
APR	The APR is designed to help you compare the cost of different types of credit. It is calculated on the assumption that all payments under the agreement will be made in full and on time.	9.90 %
First repayment	You will pay the Total amount payable shown above by making regular repayments. Your First repayment is due one month after the date of this agreement. This includes any credit arrangement fee stated in the Total charge for credit section above.	£ 249.99
Monthly repayments	We will collect repayments on the same date in each subsequent calendar month as the date on which we collect the First repayment, or on the next working day if the due date does not fall on a working day. In February, payments due on the 29th, 30th or 31st will be collected on the 28th.	46 Monthly repayments of £ 249.99
Optional final payment	If you wish to purchase the Vehicle at the end of this agreement, you will need to make this final payment one month after the date your last Monthly repayment falls due. This includes the option to purchase fee.	£ 6,515.50
Annual mileage allowance and Excess mileage charge	For the Duration of this agreement, you must not at any time exceed the allowed annual mileage stated here.	
	If you do so, and the Vehicle is returned to us (whether at the end of the agreement or earlier) you will have to compensate us for the resulting reduction in value of the Vehicle by paying a charge at the rate stated for each excess mile.	10000 miles per year 18 pence (inc VAT) per excess mile
	If the Vehicle is returned early, the Annual mileage allowance will be reduced proportionately for any part year for which the Vehicle has been in your possession.	

Statement of account

At any time during this agreement you can ask us for a free statement under s.77B Consumer Credit Act 1974. The statement will be in the form of a table, showing the details of each repayment owing under this agreement, including the date the repayment is due, the amount of the repayment, any conditions relating to the repayment and a breakdown of the repayment showing how much of it is made up of capital repayment, interest and other charges.

Charges

The following charges are payable under this agreement:

- (a) A credit arrangement fee: £ 0.00 payable as part of your First repayment.
- (b) An option to purchase fee of £ 1.00 , payable as part of the Optional final payment if you wish to purchase the Vehicle at the end of the agreement.
- (c) If you exceed the Annual mileage allowance, you will be charged for the resulting reduction in value of the Vehicle by paying an Excess mileage charge of 18 p per excess mile.
- (d) You will be required to comprehensively insure the Vehicle at your own cost and pay any excess if the Vehicle is damaged (see clause 4 of the terms and conditions for more details).
- (e) You will have to pay any reasonable costs we incur if you breach the agreement and we have to take steps to repossess the Vehicle or enforce the agreement (including legal costs, court fees and costs incurred in locating and recovering, storing, insuring and selling the Vehicle, as set out in clause 10.1 of the terms and conditions).
- (f) You will have to pay a charge of £ 10.00 if you change address without telling us and we have to locate you.
- (g) A collection charge of £120 will be payable if the Vehicle is to be returned to us and we agree to collect the Vehicle from you, as set out in clause 8.1 of the terms and conditions of this agreement. If you do not keep to agreed collection arrangements you will have to pay the collection charge for each failed collection appointment.
- (h) You may have to pay us compensation, as set out in clause 8.2 of the terms and conditions, if the Vehicle is returned to us (whether at the end of the agreement or earlier termination) and is not in good repair and condition (allowing for fair wear and tear). The amount charged will be the cost of repair or other work needed to return the Vehicle to a good condition or the amount by which the Vehicle's value has reduced as a result of your failure to take care of it.
- (i) If you make any alterations to the Vehicle without our prior consent, and the alterations reduce the value of the Vehicle, we may ask you to return the Vehicle to its original unaltered state or charge you for the cost of restoring the Vehicle ourselves.
- (j) There will be a charge of £ 25.00 if we need to replace a missing registration document and an administration fee of £ 10.00 . If we have to replace any other item relating to the Vehicle, you must compensate us for the cost of doing so.
- (k) If you fail to pay any licence fee, fine, congestion or other charge, insurance premium or other amount in respect of the Vehicle, as set out in clauses 3.7 and 4.1 of the terms and conditions, we can pay it on your behalf and require that you reimburse us plus an administration fee of £ 10.00 .
- (l) An administration fee of £ 10.00 may be payable with the cost of returning any personal items left in the Vehicle on its return.

Interest and charges for late payment

If payment of any sum due under this agreement is not made on the due date for payment, then interest will be charged on that amount from the due date until the date of actual payment, both before and after any judgment we obtain against you, at the interest rate shown above.

The following charges will also apply:

- (a) If you fail to pay any amount due under this agreement by the due date and we write to notify you or to seek payment of the overdue amount, there will be a charge of £ 10.00 to cover our administrative costs for each letter we send you.
- (b) If any repayment you make by Direct Debit is returned unpaid or a cheque you send us fails to clear on presentation, there will be a charge of £ 15.00 to cover our administrative costs and bank charges.

Changes to charges

We may vary our charges or add new charges to reflect changes in our overhead costs or direct costs we have to pay to others, or to take account of inflation, or to meet regulatory requirements or reflect changes in the law. We will write to give you advance notice of any changes.

Missing payments

It is important that payments due under this agreement are made in full and on time. Missing payments could have severe consequences. For example, we may terminate this agreement, report your default to credit reference agencies and bring legal proceedings against you. If we do so and we obtain a court judgment against you, we may obtain a charging order over your property in order to secure the amounts you owe us and there is a possibility your home may be repossessed (although this action would only be taken as a last resort). It may also make it more difficult for you to obtain credit in the future.

Your right to withdraw

You can withdraw from this agreement without giving any reason within 14 days beginning on the day after the day on which you sign this agreement. You can withdraw from this agreement by calling or writing to us using the details shown in the 'Our contact information' section below. If you decide to withdraw from this agreement, you will have to repay the credit amount in full without delay and no later than 30 days after the date on which you tell us you want to withdraw. In addition, within the same 30 day period, you will have to pay us interest on the Amount of credit from the date of this agreement to the date of repayment at the interest rate, which gives a daily amount of £ 2.00 . You can make payment by sending a cheque payable to MI Vehicle Finance Limited to our address shown in the 'Our contact information' section below. We will also accept payment by debit or credit card. If you wish to pay by bank transfer, please telephone us on the number shown in the 'Our contact information' section and we will provide you with our bank account details.

Your right to repay early

You can repay some or all of the amount you owe under this agreement early. You must tell us if you decide to do this by calling or writing to us using the details shown in the 'Our contact information' section below. If you repay early, you will be entitled to a rebate of interest. If you wish to repay in full, we will tell you how much you need to pay.

Your right to terminate

You can terminate this agreement at any time before the Final Payment falls due by writing to us using the details shown in the 'Our contact information' section below. We will then be entitled to the return of the Vehicle and to half the Total amount payable under this agreement. If you have already paid more than half of the Total amount payable, you will need to pay any repayments or other amounts which are overdue. We will also be entitled to compensation if you have failed to take reasonable care of the Vehicle; this may include an Excess mileage charge if you have driven the Vehicle in excess of the Annual mileage allowance. Full details of this allowance and the excess charge are set out in the agreement in the Financial information section above and in clause 8.2 of the terms and conditions.

Ombudsman Scheme

If you have a complaint about this agreement or our service, please complain to us first using the details shown in the 'Our contact information' section below. We will acknowledge your complaint and write to you within 8 weeks either confirming our final position or explaining why we are unable to do so. A copy of our complaints procedure is available upon request. If you are dissatisfied with how we deal with your complaint, you have the right to refer your complaint to the Financial Ombudsman Service by writing to Exchange Tower, London, E14 9SR, by calling 0800 023 4567 or by emailing complaint.info@financial-ombudsman.org or by visiting their website at www.financial-ombudsman.org.uk. Businesses may have a right to complain to the Financial Ombudsman Service. The Ombudsman can tell you whether or not he can deal with your complaint.

Supervisory authority

Our consumer credit business is supervised by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS, which is the supervisory authority under the Consumer Credit Act 1974.

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 £ 9,382.52 . 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 this agreement but you have paid at least one-third of the Total amount payable under this agreement, that is £ 6,255.01 , the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does 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.

Terms and conditions

Our standard terms and conditions numbered PCPB2017.1 form part of this agreement.

Signing this agreement means you:

- have had the opportunity to read and ask questions about the pre-contract credit information provided to you before entering into this agreement (if you have not received this, you should ask for it before signing this agreement);
- have had the opportunity to read and ask questions about the 'Your agreement explained' sheet (if you have not received it, you should ask for it before signing this agreement);
- appreciate that you are entering into a legally binding agreement and that you must keep to your obligations set out above and in the 'Terms and conditions of your agreement' (which you should read carefully before signing);
- agree that the date of this agreement is the date you sign it (or the latest date of signature if there is more than one of you);
- authorise us to collect repayments using the details shown in your bank or building society Direct Debit instruction; and
- understand that we will process your personal information in the ways set out in the 'Use of your Personal Information' section of this agreement (which you should read carefully before signing).

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.	Signed for and on behalf of MI Vehicle Finance Limited <i>MI Vehicle Finance</i>
Signature(s) of customer(s)	
Date(s) of signature(s)	12/09/2020
The Vehicle will not become your property until you have made all the payments. You must not sell the Vehicle before then.	

Our contact information

Telephone: 0330 123 0332 Fax: 0844 335 8230

Postal and registered office address: MI Vehicle Finance Limited, Reading International Business Park, Reading, RG2 6AA.

The Investec Group may contact you periodically by telephone and/or post to provide information regarding events, products, services and content that may be of interest to you, unless you advise us that you do not wish to receive marketing or market research from us.

Please confirm if you are happy to receive marketing or market research from us by email or other electronic means by ticking the box below:

☐

I consent to receive marketing by email or other electronic means

If you wish to stop receiving marketing or market research from the Investec Group please contact us via customerservices@mivf.co.uk.

Terms and conditions of your agreement

These are our standard terms and conditions numbered PCPB2017.1

1 Hiring and ownership of the Vehicle

- 1.1 We agree to hire the Vehicle to you and you agree to hire the Vehicle from us on the terms set out in this agreement. The period of hire starts on the date of this agreement and ends on the date when the Optional final payment falls due or upon the earlier termination or settlement of, or your withdrawal from, this agreement. In this agreement, all references to 'Vehicle' include a reference to all items of equipment associated with the Vehicle, together with all keys, remote devices, codes, alarm devices, spare and replacement parts, additions, modifications, accessories and all handbooks, service records, V5 forms, logbooks and other documentation associated with the Vehicle.
- 1.2 Before you sign this agreement you must pay any deposit to the dealer, your credit intermediary or us.
- 1.3 After this agreement has been signed by you, we will advance the credit to you by paying to obtain title to the Vehicle.
- 1.4 You will take delivery of the Vehicle from the dealer and agree that you will inspect it as soon as you have the opportunity to do so to ensure you are satisfied that it conforms with all your expectations; in particular that you are happy with the quality, with its fitness for your purposes, and that it matches the description set out in this agreement. If you are not satisfied with it, this may be a breach of your consumer rights and you must inform us immediately so that we may take the matter up with the dealer. We will assume that you are satisfied with the Vehicle unless you tell us to the contrary within a reasonable period, being not more than 14 days after delivery.
- 1.5 When you have made all of the payments (except the Optional final payment) and paid any interest and other sums you owe us under this agreement, you can become the owner of the Vehicle by paying the Optional final payment shown on page 1 on or before the due date. Once you have paid the Optional final payment and all other amounts due under this agreement, we will transfer title to the Vehicle to you. Until this time, we will remain the owner of the Vehicle (even though it is in your possession) and will register our interest in the Vehicle on the Hire Purchase Information (HPI) register. We reserve the right to fit a tracker to the Vehicle prior to delivery.
- 1.6 Until you become the owner of the Vehicle as described above, you must not tell anyone that you own the Vehicle, try to sell it, give it away, rent out the Vehicle, use it as security or otherwise allow any third party to obtain rights over it. If you do not purchase the Vehicle, you must return it to us at the end of this agreement in accordance with clause 8.

2 Your repayments

- 2.1 You must pay us the repayments shown on page 1 of this agreement in full and on time. Failure to do so will be a serious breach of this agreement.
- 2.2 We will use any payments you make firstly to pay any overdue sums and any charges and fees before we pay any current repayment due.
- 2.3 Your First repayment date is one month after the date of this agreement. Once your First repayment has been made, you can change your repayment date free of charge provided the new payment date falls within the same month. Strictly, this will not alter the date on which your payment falls due; however, as long as the payment is in fact made by you on or before the new payment date, we will treat it as having been made on the contractual date. You may only change your payment date in this way once in any 12 month period.
- 2.4 Payments must be made by Direct Debit unless we agree a different payment method with you.
- 2.5 You must keep up your repayments even if you are unable to use the Vehicle for any period of time.
- 2.6 If you are worried about being able to pay any amount due under this agreement, please contact us as we may be able to help.

3 Caring for the Vehicle

- 3.1 You must keep the Vehicle in your possession or under your control at all times. You must tell us immediately if you change your address and tell us where the Vehicle is when we ask you.
- 3.2 You must ensure the Vehicle has a valid Ministry of Transport (MOT) test certificate (if this applies).
- 3.3 You must not use or allow anyone else to use the Vehicle unlawfully, for any purpose not permitted by your policy of insurance, to carry passengers for hire, race or engage in any sporting event or provide driving tuition without our prior written consent. You must not allow any other person to be a regular user or registered keeper of the Vehicle or allow any person with a provisional driving licence to drive the Vehicle without our prior written consent.
- 3.4 You must take care of the Vehicle and keep it in good repair and condition (allowing for fair wear and tear), which will include:
 - (a) Keeping within the Annual mileage allowance specified in the 'Financial information table' section on page 1 of this agreement.
 - (b) Making sure the Vehicle is regularly serviced (and, if any damage occurs, repaired) by properly trained and qualified personnel in line with the manufacturer's recommendations and any warranty, and the service record kept up to date and in your possession.
 - (c) Not making any alterations to the Vehicle without our prior written consent. We will own any additions or replacement parts used in or on the Vehicle and this agreement will apply to those also. We may ask you to return the Vehicle to its original unaltered state or charge you for the cost of restoring the Vehicle ourselves if alterations are made without our consent, and the alterations reduce the value of the Vehicle.
 - (d) Not interfering (or allowing anyone else to interfere) with any registration plate or other identification mark on the Vehicle without our prior written consent. If changes are made and the Vehicle is returned to us for any reason, you must restore the identification mark to its original condition (and pay any costs involved) before returning the Vehicle.If you do not take reasonable care of the Vehicle, you may have to pay us compensation as set out in clause 8.2.
- 3.5 You must inform us immediately of any damage to the Vehicle or if the Vehicle has been stolen, seized or lost, and about anything else which may affect our ownership of the Vehicle.
- 3.6 You must allow us or any person authorised by us to inspect the Vehicle at any time and provide access to the Vehicle for that purpose. We do not have a duty to inspect the Vehicle and we are not responsible for anything an inspection reveals or should have revealed.
- 3.7 You must pay on time all licence fees, duties, taxes, fines, congestion charges and any other charges or amounts in connection with the Vehicle or its use or any premises on which the Vehicle may for the time being be sited and must not allow the Vehicle to be held or become liable for seizure for non-payment. If you fail to pay any such sum promptly, we may (but are not obliged to) pay on your behalf and you must reimburse us on demand.

- 3.8 You must not take or send the Vehicle outside the United Kingdom without our prior written consent except where this will be for private use only within another EU country for no more than one 28-day period in any one year and you have AA five star insurance cover or the equivalent.
- 4 Insurance**
- 4.1 You must keep the Vehicle comprehensively insured with a reputable insurer against all risks for its full replacement value. You must tell the insurer that we own the Vehicle and ensure our interest is noted on the policy. You must show us evidence of the insurance and the premiums you have paid when we ask. If we ask you to, you must make any necessary claim under the insurance policy and must not agree settlement of any claim without first getting our permission in writing. If we wish, you must let us deal with the insurer on your behalf to make and agree settlement of any claim.
- 4.2 If you fail to arrange insurance then we may (but are not obliged to) arrange insurance of the Vehicle and you must reimburse us on demand.
- 4.3 If the Vehicle is damaged and the insurer thinks the damage can be repaired, you must use any money you receive from the insurer to repair the damage and pay any relevant excess.
- 4.4 If the Vehicle is lost, stolen or destroyed or it is damaged and the insurer tells you it is not capable of economic repair (it is a 'total loss') you must tell us immediately. By this agreement you transfer all your rights to any insurance money payable in those circumstances to us and agree that the insurer must pay the money to us. You must arrange to pay any money you receive from the insurer to us as soon as you receive it.
- 4.5 If the insurer agrees to pay out on a 'total loss' basis, this agreement will terminate and the full balance outstanding under this agreement (calculated in accordance with clause 7.2) will become immediately due and payable and you must pay the relevant sum to us on demand. We will use the insurance money to reduce the amount you owe us. Unless/until this happens, you must continue to make the payments under this agreement as they fall due; failure to do so will be a breach of this agreement under clause 6.1.
- 4.6 If the insurance money we receive is less than the total you owe under this agreement, you must pay us on demand the difference; if it exceeds the total you owe, we will pay you the excess.
- 5 Termination of this agreement by you**
- If you terminate this agreement early as described in the 'Your right to terminate' and 'Termination: your rights' sections above:
- 5.1 You must immediately return the Vehicle to us.
- 5.2 You must pay us:
- (a) Any repayments, interest or other amounts which are overdue under this agreement;
 - (b) Any further sum which is required to bring the total you have paid up to half the Total amount payable under this agreement; and
 - (c) Any compensation which is due to us in accordance with clause 8.2 as a result of your failure to take reasonable care of the Vehicle.
- 6 Our right to terminate**
- 6.1 If any of the events listed below occurs, it will be a serious breach of this agreement by you, entitling us to take the steps set out in clause 6.2:
- (a) You fail to pay any sum due to us under this agreement within 5 business days of the due date.
 - (b) You fail to meet your other responsibilities under this agreement.
 - (c) You become bankrupt or (in Scotland) allow your estate to be sequestrated, or you make other arrangements with your creditors because you cannot repay your debts, or (if you are a partnership) any partner is in such a position or the partnership is dissolved.
 - (d) You are convicted of an offence involving dishonesty or you have provided incorrect information when applying for this agreement.
- 6.2 If a serious breach occurs and you fail to comply with any request we make that you put this right, we will send you a default notice requiring you to remedy your default (if it is capable of remedy) by the date specified in the default notice. If you do not remedy your default by the specified date (or if it is incapable of remedy), we will then be entitled to terminate this agreement and take the steps set out in clause 7 below.
- 7 Termination of this agreement by us**
- If we terminate this agreement in accordance with clause 6:
- 7.1 You will no longer be in possession of the Vehicle with our consent and must immediately return the Vehicle to us in accordance with clause 8. If you fail to return the Vehicle, we will be entitled to take possession of the Vehicle without notice to you. If you have paid more than one-third of the total amount you owe under this agreement, we must apply for a court order to take possession of the Vehicle from you against your wishes as detailed in the 'Repossession: your rights' section above.
- 7.2 You must immediately pay to us:
- (a) All arrears of Monthly repayments, interest and other amounts payable under this agreement up to the date of termination; PLUS
 - (b) By way of compensation for your serious breach of this agreement, a sum equal to the total of all of the repayments which would have fallen due for payment under this agreement but for the termination of this agreement (including the Optional final payment), less a rebate equivalent to that to which you would have been entitled in law had you notified us on the date of termination that you wished to settle the agreement in full.
- 7.3 If we subsequently recover and sell the Vehicle, then the amount payable under clause 7.2 above will be reduced by the net proceeds of sale after deducting any costs we incur in connection with the Vehicle's repossession, repair, insurance, storage and sale, including any compensation due in accordance with clause 8.2.
- 8 Return of the Vehicle**
- If we are entitled to the return of the Vehicle under the terms of this agreement or you choose to return the Vehicle at the end of the period of hire as set out in clause 9.1.
- 8.1 You will be responsible for returning the Vehicle to us and must do so at your own cost and will be liable for any damage to it prior to the date on which it is either returned to us or it is collected by us. We will notify you of the address to which you should deliver the Vehicle. Alternatively, if you require us to do so, we may agree to collect the Vehicle from you provided that you agree to pay the collection charge shown in the 'Charges' section on [page 2] of this agreement, which we may ask you to pay prior to collection.
- 8.2 The Vehicle must be returned to us in a good condition and with all associated items and documents (as set out in clause 1.1). If you or we terminate this agreement, the Vehicle will be appraised by us or a person authorised by us on its return. If the Vehicle is not in that condition or you have failed to comply with your obligations to take care of the Vehicle in clause 3.4 and the value of the Vehicle has been reduced as a result, we may require you to compensate us by making payment of the following:
- (a) A charge for any missing document or item as shown in the 'Charges' section;
 - (b) The Excess mileage charge shown in the 'Financial information' section for every mile driven in excess of the Annual mileage allowance shown in the same section (which will be proportionately reduced for the purposes of calculating excess mileage where the Vehicle has been in your possession for part of a year);
 - (c) A charge for any amount by which the aggregate of the actual proceeds we receive on sale of the Vehicle and any Excess mileage charges payable by you under clause 8.2(b) is less than the market value that the Vehicle would have had if it had been returned in good repair and condition (allowing for fair wear and tear), having not exceeded the Annual mileage allowance. For these purposes, such market value will be the CAP Clean value of a Vehicle sold in such condition and having such mileage on the date we dispose of the Vehicle, as published by CAP Automotive Limited (or any equivalent market valuation as may hereafter replace CAP Clean).
- 8.3 You must ensure that no personal belongings are left in the Vehicle. If personal items are left in the Vehicle, you should contact us using the information set out in the 'Our contact information' section above to arrange their collection. If this happens, we will do our best to help you recover your items undamaged, but will not be responsible if you are unable to do so or for any safekeeping of your items if recovered.
- 8.4 If the Vehicle is returned to us with cherished (personalised) registration plates and you have not (at your cost) successfully applied to the DVLA for retention of the registration number, then we may sell the Vehicle with the cherished registration plates (or we may decide to sell the registration plates separately).
- 9 Options at the end of the period of hire**
- 9.1 Provided you have made all of the repayments (except the Optional final payment) and paid any interest and other sums you owe us and otherwise complied with all of your obligations under this agreement, you will be able to choose between the following options at the end of the period of hire:
- (a) You can purchase the Vehicle by paying to us the Optional final payment, which we will collect by Direct Debit one month after the date on which your final Monthly repayment falls due. Once you have paid the Optional final payment, the Vehicle is yours to keep and we will transfer title to the Vehicle to you.
 - (b) Alternatively you can decide not to keep the Vehicle and you must return the Vehicle to us in accordance with clause 8 and no later than 30 days after the date on which your final Monthly repayment falls due.
- 9.2 At least one month before the end of the period of hire, you must tell us which of the options set out in clause 9.1 you want to choose. You can write to us or call us using the details shown in the 'Our contact information' section above. If you do not do so, we will be entitled to assume that you wish to make the Optional final payment and will debit your bank account accordingly on the due date.

10 Compensation

You will be liable to compensate us for:

- 10.1 All legal costs or other expenses we have to pay in connection with taking action to recover any amounts you owe us, enforcing any term of this agreement, locating the Vehicle or taking possession of the Vehicle from you or any other person.
- 10.2 All loss, damage or expense incurred by us in relation to any damage to, loss, loss in value, theft or destruction of the Vehicle or any part of it.
- 10.3 All loss, damage or expense incurred by us as a result of a claim brought by someone else due to the state or condition of the Vehicle or how the Vehicle is used.

11 Limiting our liability

- 11.1 If you are entering into this agreement in the course of a business or have held yourself out as doing so, there is no express or implied term or condition of this agreement as to the vehicle's quality or fitness for any particular purpose.

12 Other important information

- 12.1 If we cannot enforce any part of this agreement this will not prevent us from enforcing the other parts.
- 12.2 If at any time we do not insist on our strict rights under this agreement, for example if we do not demand a payment when it is overdue, this will not prevent us from doing so on another occasion. If we agree to vary the terms of this agreement on one occasion, this does not mean that we must agree to vary the terms on another occasion.
- 12.3 We may transfer our rights and responsibilities under this agreement at any time to any other person, including to Investec Bank plc. This means another company would take over managing your credit and collecting your repayments, although the terms of your agreement would remain the same. We do not need your permission to transfer our rights and responsibilities under this agreement. This agreement is personal to you and you do not have the right to transfer or assign any of your rights or obligations under this agreement.
- 12.4 If more than one person enters into this agreement as customer, you are both fully liable for all obligations set out. This means each of you is liable, both individually and together, for all sums payable under this agreement.
- 12.5 We will send all notices, information and statements to your address shown in this agreement or your last known address. Some notifications may also be sent to you by e-mail or SMS or may be delivered by telephone.
- 12.6 This agreement is governed by English law.
- 12.7 This agreement may be signed by you and us by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.

IMPORTANT – Use of your Personal Information

MI Vehicle Finance Limited (“we”, “us”, “our”) is committed to processing your personal data in accordance with EU data protection laws. This Data Protection Notice aims to give you information on how your personal data (i.e., information which directly or indirectly identifies you) are processed by us. For the purposes of EU data protection laws, we are a data controller.

This notice is supplemental to the data protection processing notice provided before your proposal for finance was submitted to us. Some aspects of the processing set out in this notice were covered by that earlier notice, but others are only relevant now that your application for finance has been approved in principle and we intend to enter into an agreement with you. Further details of how we will manage your data can be found at www.investec.com/en_gb/legal/UK/data-protection.html

Data That May Be Collected. We may collect certain personal data with respect to you as a customer, including, without limitation your name, address, date of birth, contact details, credit reference data, financial and employment details, banking and credit card details, and details of your business. We collect some of this data from third parties, for example credit reference agencies.

Where a corporate entity is entering into this contract we will collect personal data about the individuals who are directors and shareholders of the business from credit reference agencies where this data is held publicly, such as at Companies House. This notice also applies to the processing of such personal data and use of the word ‘you’ in this notice will encompass such individuals.

We may process sensitive personal data (including, for example, information revealing an individual’s physical or mental health). Where sensitive personal data are processed we will obtain your explicit consent for the processing.

Use of Personal Data. We will use your personal data for: provision of products and services, credit and AML risk assessment, assessing ongoing credit performance, recoveries, collections, insurance administration, profiling for marketing purposes, market research and product development, statistical analysis, marketing, fraud prevention and detection and otherwise as necessary to comply with applicable laws, regulations and/or codes of practice. The processing of personal data may be necessary for the performance of a contractual relationship, compliance with a legal obligation, or where it is in the legitimate interests of the Investec Group.

Disclosure to Certain Third Parties. We may disclose certain personal data: (i) within the Asset Finance Group of Investec and to other affiliates in the Investec Group; (ii) to our brokers and dealers / suppliers, professional advisors and service providers (including, information technology systems providers and recovery agents); (iii) to courts, governmental and non-governmental regulators and ombudsmen; (iv) to fraud prevention agencies and law enforcement agencies; (v) to any third party that acquires, or is interested in acquiring, all or part of Investec’s assets or shares, or that succeeds Investec in carrying on all or a part of its business, whether by merger, acquisition, reorganization or otherwise; and (vi) as otherwise required or permitted by law.

We may also pass your Personal Data on to other Investec Group Companies and/or any relevant third party and both we and/or they may use it for any purpose linked to any sale of and/or granting of security over the agreement we have with you. In such circumstances, such third parties may also use and/or disclose your Personal Data to any third party that they ask to assist them with the preparation for and/or completion of any such sale and/or granting of security; they may also, once such sale and/or granting of security is completed, use and/or disclose your Personal Data to third parties for any of the other purposes which we have outlined in this notice in the same way as if they had entered into the agreement with you instead of us.

The personal information we have collected will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights can be found on the Investec website at https://www.investec.com/en_gb/legal/UK/fraud-prevention-notice.html.

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies (“CRAs”). To do this, we will supply your personal information to CRAs and they will give us information about you, even if your application does not proceed or is unsuccessful. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- Assess your creditworthiness;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at each of the three CRA websites – clicking on any of these three links or entering the address into your web browser will take you to the same Credit Reference Agency Information Notice (“CRAIN”) document:

Callcredit: <http://www.callcredit.co.uk/crain>;

Equifax: <https://www.equifax.co.uk/crain>;

Experian: <http://www.experian.co.uk/crain>.

Transfer of Personal Data Outside the European Economic Area (“EEA”). We may transfer your personal data to recipients (including affiliates in the Investec Group) located in countries outside the EEA, including in South Africa, which may not have data privacy laws equivalent to those in the EEA. In those instances, we will take all necessary steps to protect your personal data in accordance with applicable data privacy laws.

Your rights. Under applicable EU data privacy laws, you may have a right to: (i) request access to and rectification or erasure of your personal data; (ii) obtain restriction of processing or to object to processing of your personal data; and (iii) data portability (i.e. to request the transfer of personal data from one data controller to another in certain circumstances). If you wish to exercise any of these rights you should contact the Data Privacy Officer as described below. You also have the right to lodge a complaint about the processing of your personal data with your local data protection authority.

We rely on automated credit assessment based on the personal data you provide to us and data which we obtain from our credit reference agency or similar sources about your credit profile or history. The outcome of this process can result in an automated decline of your application where it does not meet our acceptance criteria. We review this acceptance criteria regularly to ensure fairness in the decisions made. You have a right to ask us to manually review any decision taken in this manner.

In addition we may use automated profiling to identify whether other products or services may be of use to you when we consider marketing campaigns. You have a right to object to this automated profiling. This is separate to the right you have to object to receive marketing.

Security. We will take steps to protect your personal data against loss or theft, as well as from unauthorized access, disclosure, copying, use or modification, regardless of the format in which it is held.

Retention. We will normally retain your personal data for a period of 7 years from the latest date on which we have a financial arrangement in place with you. Under certain circumstances this period may vary if we consider it necessary for good operational or commercial reasons, or in order to meet other legal obligations.

Enquiries, Requests of Concerns. All enquiries, requests or concerns regarding this Notice or relating to the processing of Personal Data, should be sent to the Data Privacy Officer using the following contact details AFGDataPrivacy@investec.co.uk.

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 MI Vehicle Finance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request MI Vehicle 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 MI Vehicle 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 MI Vehicle 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.

Direct Debit Mandate



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

Please fill in the whole form and send it to: MI VEHICLE FINANCE LIMITED

Reading International Business Park, Reading, RG2 6AA.

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

Bank or Building Society **BARCLAYS BANK PLC**

Address **Leicester, Leicestershire**

Post code **LE87 2BB**

Name(s) of account holder(s) **Hamza Jadoon**

Account number

6	3	0	0	9	2	6	2								
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Sort code

2	0	5	3	0	0
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Bacs Service User Number

2	9	4	6	9	0
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MI Vehicle Finance Limited reference number

0	P	M	1	4	8	8	7	0								
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Instructions to your Bank or Building Society

Please pay MI Vehicle Finance Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with MI Vehicle Finance Limited and, if so, details will be passed electronically to my Bank/Building Society. Banks/Building Societies may not accept Direct Debit Instructions for some types of accounts, please refer to the Direct Debit Guarantee shown above.

Signature(s)

Date

Finance sale checklist

Regulated personal contract purchase (credit under £60,260)

Salesperson's name	
Dealer or broker's name	Creditas Financial Solutions Ltd
Customer's name and address	Mr. Hamza Jadoon 35 Waterloo Road, London, LONDON, E10 7HR
Agreement number	M148870

I am signing this checklist to confirm that when the sale of finance took place:

- The customer was told that we were acting as an independent credit broker. If applicable, the customer was told that we will earn commission and (if requested by the customer) the amount or likely amount of the commission.
- Reasonable steps were taken to ensure the agreement was not unsuitable for the customer's needs and financial circumstances.
- Either (i) there was no reason to believe that the customer is a vulnerable individual (for example, someone who may need further assistance in understanding the agreement or its consequences) or (ii) there was reason to believe the customer is a vulnerable individual and extra care was taken to ensure the customer understood the agreement and its consequences.

For a face-to-face transaction

- The salesperson provided the customer with a copy of the pre-contract credit information (SECCI) and the agreement, and gave the customer time to read them and/or take them away for further consideration (if he/she wished). The salesperson took the customer through the financial details specific to the agreement and believes the customer understood the terms explained to him/her.
- The salesperson provided the customer with a copy of the sheet headed 'Your agreement explained' and explained the agreement to the customer by going through the 'Your agreement explained' sheet with the customer, paying regard to the customer's particular needs and circumstances. The customer was advised to consider the information in the 'Your agreement explained' sheet and that the information could be taken away. The customer was also told that he/she could ask questions or request further information or explanation. The salesperson provided the customer with all of the information he/she requested in connection with the agreement and answered any questions based on the information provided in the agreement and believes the customer understood all of the answers provided.

For distance marketing

- The customer was sent copies of the SECCI and the agreement by post or e-mail in good time before signing the agreement.
- The customer was sent a copy of the sheet headed 'Your agreement explained' by post or e-mail before signing the agreement and it was made clear to the customer that he/she could contact us to ask questions or seek further information or explanation and the customer was provided with a local rate telephone number for this purpose. The customer was asked to and did sign and return a further copy of the sheet to confirm his/her receipt and understanding of the information and explanation provided.

Signature of salesperson	
Date	