

P1 SECCI 09/2016 v5.1		
Agreement no.	2400143528.S00	

PRE-CONTRACT CREDIT INFORMATION

(Standard European Consumer Credit Information)

1. Contact details

Creditor:	RCI Financial Services Limited		
Address:	Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS		
Credit intermediary:	Renault Orpington		
Address:	1 Crofton Road Orpington Kent BR6 8AB		

2. Key features of the credit product

The type of credit:	Hire Purchase Agreement regulated by the Consumer Credit Act 1974
The total amount of credit: This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	£8,499.00
How and when credit would be provided:	We will pay the Amount of Credit to the credit intermediary on the later of (1) the day the credit agreement is made and (2) the day the Goods are made available to you to take delivery.
The duration of the credit agreement:	49 months
Repayments:	Goods
	You will make 1 repayment(s) of £162.75 on 15 February 2020 (first repayment date) which is made up of the first instalment of £162.75 and any finance facility fee which is payable. You must then pay 46 monthly repayment(s) of £162.75 commencing one month after the first repayment date, followed by 1 monthly repayment(s) of £162.90, followed by 1 Final Repayment of £2967.08 payable 1 month thereafter. The requirement to pay the Final Repayment is subject to the "Final repayment - Customer Option" in paragraph 11 of the terms to this Agreement.
The total amount you will have to pay.	£11,679.23
This means the amount you have borrowed plus interest and other costs	

The proposed credit will be granted in the Form of a deferred payment for goods or Service.	
Description of goods/services/land (as applicable)	Goods
	Model: DACIA SANDERO STEPWAY HATCHBACK 0.9 TCe Essential 5dr Registration Number: LV69NXR Vehicle identification no: UU1B5220X63976098 Starting mileage: 10 Annual mileage: 15000
	Goods: £ 9,399.00
Cash price	Total: £ 9,399.00

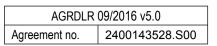
3. Costs of the credit

The rates of interest which apply to the credit agreement	9.9% per annum fixed	
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	9.9% APR	
Related costs		
Charge for using a specific payment method. Any other costs deriving from the credit agreement.	The following administration fees may apply to payments you make which are not made by direct debit: (i) credit card – 0% of the amount paid; (ii) debit card - £0.00; and	
	(ii) desit = 20.00, and (iii) cheque - £5.00.	
	In certain situations, you may have to pay the following:	
	 (i) £0.00; - Finance Facility Fee (ii) £0.00; - Option to Purchase Fee (inc VAT) (iii) £25.00 (inc VAT) if you wish to change the registration number of the Goods; (iv) the cost of any repairs necessary to put the Goods in good repair and condition if you have failed to keep the goods properly maintained and in good repair and condition (subject to reasonable fair wear and tear); (v) an Excess Mileage Charge of £0.08 per mile (inc VAT) where you exceed any applicable Annual Mileage Allowance; (vi) a collection fee of £100.00 (inc VAT) if you are unable to return the Goods to us. 	
	The following charges will be applied for missing items:	
	 (i) £50.00 - MOT certificate (ii) £75.00 - V5 registration document (iii) £30.00 - Service book (iv) £210.00 for each missed service (v) The actual cost of replacement of the spare wheel, tools, master key, key remote fob, and all accessories as originally supplied. 	
Conditions under which the above charges can be changed.	We may vary the charges above if our costs in providing the services to which they relate increase. If they do, we will notify you on the giving of at least 30 days' notice.	
	You may also be required to pay our reasonable costs that we incur, including the costs that we pay to a third party for enforcement of our rights under the credit	

	agreement, for the repayment of the money you owe us, including, without limitation, legal costs and expenses (including court action), auction fees/storage fees/insurance fees and agent's fees for tracing you, the Goods and/or collecting the Goods.
Consequences of missing payments.	Missing payments could have severe consequences. Including our taking legal action against you which may include a claim to repossess the goods and/or the obtaining of a charging order against your home. It may make it more difficult for you to obtain credit in the future due to entries on your record held at the credit reference agencies.

4. Other important legal aspects

Right of withdrawal.	You have a right to withdraw from this Agreement without having to give us a reason. The right to withdraw starts on the day this Agreement is made and ends on the expiry of 14 days beginning with the date after that day.	
Early repayment.	You have the right to repay the credit early at any time in full or partially.	
Consultation with a Credit Reference Agency.	If we decide not to proceed with a prospective regulated consumer credit 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 the particulars of that agency.	
Right to a draft credit agreement.	You have the right, upon request, to obtain a copy of the draft credit agreement free of charge, unless we are unwilling at the time of the request to proceed to the conclusion of the credit agreement	
The period of time during which the Creditor is bound by the pre-contractual information.	This information is valid from 10 January 2020 until 8 February 2020	





SALES PROCESS - DEALER CONFIRMATION

Dealer	Renault Orpington	of	1 Crofton Road Orpington Kent BR6 8AB	
Sales Advisor	Mr Rob Allum			
Customer	Mr Terry Kent of 12 Stanley Road Gillingham ME7 1JP			
Vehicle	DACIA SANDERO STEPWAY HATCHBACK 0.9 TCe Essential 5dr - LV69NXR			

Sign below to confirm the following actions have been completed.

- A copy of the Privacy Notice was provided or the contents read to the customer
- A copy of the Pre-Contract Credit Information ("SECCI") was provided to the customer prior to the signature of the credit Agreement and that the customer was given sufficient time to consider the content and to ask questions
- You have directed the customer to read carefully and consider all of the information in the Customer Written Summary prior to signing.
- You have directed the customer to read carefully the Credit Agreement prior to signing. A copy of the signed Credit Agreement has been provided to the customer. No representations have been made to the customer which would be inconsistent with the terms and conditions of the Credit Agreement.
- The original driving license or passport has been seen and the photograph is a true likeness of the customer named above.
- The information you have submitted is true, accurate and complete. You have complied with all your legal obligations, laws and regulations, including, without limitation, your obligation to provide adequate explanations to the customer and the disclosure of commission if requested by the customer.
- The **signature** of the customer on the Credit Agreement matches that of the ID provided
- If not using EDISON, the documents provided by the customer have been verified using a UV light
- For **Electric Vehicle** customers, where applicable, an explanation of the Battery Hire Agreement has been given. The customer has signed a Battery Hire Agreement.

You have explained the servicing options to the customer and that the customer has selected the relevant servicing package. You have also provided the customer with the service documentation.

You acknowledge and agree that the latest version of the **Dealer Terms & Conditions of Business** ("Terms") of RCI Financial Services Limited ("RCI") provided to you from time to time by RCI are the terms and conditions under which RCI accepts applications for finance from you and that by signing this Dealer Confirmation and by submitting applications to RCI you agree to be bound by the Terms.

SIGNED FO	OR AND ON BEHALF OF Renault Orpington
Signature:	
Print Name:	Rob Allum_
Date::	



AGRCUST 09/2016 v5.1		
Agreement no.	2400143528.S00	

CUSTOMER WRITTEN SUMMARY

Customer	Mr Terry Kent	of	12 Stanley Road Gillingham ME7 1JP		
Dealer	Renault Orpington	of 1 Crofton Road Orpington Kent BR6 8AB			
Sales Advisor	Mr Rob Allum	Mr Rob Allum			
Vehicle	DACIA SANDERO STEPWAY H	DACIA SANDERO STEPWAY HATCHBACK 0.9 TCe Essential 5dr - LV69NXR			

We, RCI Financial Services Limited ("RCIFS") have asked the Dealer to explain the features of your credit agreement. This Summary is intended to be a written record of the information that the Dealer has explained to you. You have also been given a document entitled "Pre-Contract Credit Information", (which we have referred to as your "SECCI" in this Summary) and you can take both of these documents away with you. You should consider all of this information carefully. The Dealer is independent from us and we may pay the Dealer commission if you enter into this agreement. If you have any questions, please ask the Dealer before you sign the credit agreement.

Please sign to confirm that you have read and considered the information below.

- How much I will have to pay: Details of my monthly payments and the total amount I will pay are set out in section 2 of the SECCI. Any extra fees that I have to pay (for example any finance facility fee or option to purchase fee) are set out in section 3 of the SECCI. All of this information is also set out on the front page of my credit agreement.
- 2. I will not own the vehicle: I will not own the vehicle unless I pay the "option to purchase fee" shown in section 3 of the SECCI (if applicable) and I have made all the payments due under the credit agreement and I am not in breach of the credit agreement. Until then, RCIFS will own the vehicle.
 - If I have a Personal Contract Purchase agreement ("PCP") and don't want to purchase the vehicle, I can return it to RCIFS, provided I make the necessary arrangements at least 30 days before the final payment is due. I can only do this if all sums due have been paid under the agreement, apart from the final payment and I am not in breach of the agreement. There is no guaranteed future value of the vehicle unless expressly stated and the vehicle will depreciate in value during the term of the agreement.
- 3. **Early Termination:** If I end the credit agreement early, RCIFS will be entitled to the return of the vehicle and to half the total amount payable under the credit agreement. If I have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, I will not have to pay any more.
 - If I have a PCP agreement or a Lease Purchase agreement, and decide to terminate my agreement early, I may have to pay RCIFS excess mileage charges on a pro-rata basis and also pay for any damage which is not considered to be fair wear and tear.
- 4. Repossession: RCIFS can repossess the vehicle if I don't pay them on time. RCIFS can do this without a court order unless I have already paid a third or more of the total amount payable due under the agreement.
- 5. Missed or late payments: RCIFS will charge the default charges set out in section 3 of the SECCI, plus interest on any overdue payment until I pay it, at the rate applicable in the credit agreement. Missing payments may lead to an adverse credit rating (which may make it more difficult or expensive to obtain credit in the future), legal proceedings (which may include obtaining a charging order over my home), bankruptcy proceedings and an increase in my overall debt.
- 6. Changing my mind: I can withdraw from the credit agreement before the end of the 14 day period beginning with the day after the day on which the agreement is made. However, I cannot withdraw from my agreement to purchase the vehicle, so I will have to find alternative means to pay for the vehicle. I must repay the credit within 30 days, beginning with the day after the day on which notice is given. If my credit agreement includes a Finance Deposit Contribution, I will need to increase my own deposit accordingly to cover this. If I want to withdraw from the credit agreement I will have to let RCIFS know (by telephone or in writing) and will have to repay the amount of credit with interest within 30 days together with any deposit allowance or other allowance paid by RCIFS. I will NOT be entitled to return the vehicle.
- 7. **Electric Vehicles ("EV"):** If my credit agreement on an EV includes a separate Battery Hire agreement, RCIFS will always own the battery. Failure to comply with the Battery Hire agreement may mean the battery is deactivated.
- Privacy Notice: This explains how the information collected about me will be used. I have received a copy of this or it was read to me.

9. Service Plan: You have selected the Service Plan option for the period stated in the Agreement. If your vehicle reaches a service requirement prior to the interval stated in the Agreement, you will be required to pay for the service and we will no longer be bound by the servicing arrangements

Confirmation: I confirm I have been provided with an oral explanation of the matters outlined above and have received this Summary. I have been given sufficient time to read the information provided and the opportunity to ask questions. I confirm that the credit product is suitable for my requirements, that it is affordable relative to my financial means and that I am not aware of any likely changes to my circumstances that might affect my ability to make the repayments. If you have any questions please contact the RCI Financial Services Customer Services team on 0333 009 0232.

Signature:	
Print Name: Mr Terry Kent	
Date::	



P1M AGRMAIN 05/2019 v5.2			
Agreement no.	2400143528.S00		

Hire Purchase Agreement regulated by the Consumer Credit Act 1974

In this Agreement, "we" are RCI Financial Services Limited trading as Dacia Finance of Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS and "you" are the Customer named below

Name of Customer	Mr Terry Kent							
Address of Customer	12 Stanley Road Gillingham ME	=7 1JP						
Length of time at this addre	ess 5 years 10 months		Residential s	Residential status Tenant				
Telephone: Home	0123456789		Email	myado	lress@	mydoma	iin.com	
Mobile	0123456789		address					
Employer Name	Mabey Hire		Employer tel	l. numbe	r	012345	6789	
Employment Description	27 Transport, Logistics							
Credit Intermediary is	Renault Orpington	1 Crofton Road Orpington Kent BR6 8AB						
Description of Goods DACIA SANDERO STEPWAY HATCHBACK 0.9 TCe Essential 5dr			Vehicle Ident	ification	Numb	er	UU1B5220X63976098	
			Starting Milea	age			10	
Registration Number	LV69NXR						I	
Date of first registration	30 September 2019		1					

		Goods				
Cash price	£	9,399.00				
Less cash deposit and/or part-exchange (total Advance	£	900.00				
Payments) (C)						
Amount of Credit (A)	£	8,499.00				
Total Charge for Credit (B)						
Interest charges	£	2,280.23				
Finance Facility Fee	£	0.00				
Option to Purchase Fee	£	0.00				
Total	£	2,280.23				
Total Amount Payable (A+B+C)	£	11,679.23				
Duration of this Agreement		months				
Interest Rate (per annum) fixed		9.90 %				
APR	9.9	9.90 %				

All amounts provided are shown inclusive of VAT, where applicable. VAT is charged in accordance with clause 2.4.

Goods - Your repayments

You will make 1 repayment(s) of £162.75 on 15 February 2020 (first repayment date) which is made up of the first instalment of £162.75 and any finance facility fee which is payable. You must then pay 46 monthly repayment(s) of £162.75 commencing one month after the first repayment date, followed by 1 monthly repayment(s) of £162.90, followed by 1 Final Repayment of £2967.08 payable 1 month thereafter. The requirement to pay the Final Repayment is subject to the "Final repayment - Customer Option" in paragraph 11 of the terms to this Agreement.

You have selected the following Optional Service:

2Y Servicing (2 DAC Services + 2 Cabin Filters).

You will make 1 repayment of £0.00 on the first repayment date.

You agree to your Optional Service fee being collected by us in addition to and at the same time as the monthly repayments due under this Agreement. You can cancel the Optional Service at any time by contacting us, in which case it will terminate at the end of the month in which you have contacted us and your last monthly fee will be at the end of that month. If the Optional Service is stated as Single Premium, no monthly payments will be payable following the first repayment.

You must make payments to us by direct debit. If, after the date of this Agreement, you request a change to this payment method, we shall be entitled to charge you an additional fee for each payment as set out in the Administration Charges section below.

The interest charged is calculated at the outset of this Agreement on the Amount of Credit at the interest rate stated and is applied to the Amount of Credit at the outset. In calculating the APR it has been assumed that this Agreement will last for the duration agreed and that we shall each fulfil our obligations under the terms and by the dates specified.

We will pay the Amount of Credit to the Credit Intermediary on the later of (1) the day the Agreement is signed by you and (2) the day the Goods are made available to you to take delivery.

Statement of Account

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

Charges

Administration Charges

The following administration fees apply to payments you make under this Agreement which are not paid by direct debit: (i) credit card 0% of the amount paid, (ii) debit card £0.00, and (iii) cheque £5.00.

If the Goods are returned the following charges will be applied for missing items: (i) £50.00 for an MOT certificate, (ii) £75.00 for a V5 registration document, (iii) £30.00 for a service book, (iv) £210.00 for each missed service, and (v) the actual cost of replacement of the spare wheel, tools, master key, key remote fob and all accessories as originally supplied.

If you wish to change the registration number of the Goods, there is a charge, currently £25.00.

If for any reason, following your termination of the contract or following maturity of the contract where you exercise your right to return the vehicle, you are unable to return the Goods to us, we will charge a collection fee of £100.00 as set out in paragraph 13 in order to carry out the inspection and collect the Goods from your home.

Default Charges

If you fail to make a payment on its due date, you must pay to us interest on the overdue payment until you do pay it, at the contractual interest rate shown above. You will pay us for reasonable costs that we incur, including costs that we pay to a third party, for enforcement of our rights under this Agreement for the repayment of the money you owe us including without limitation, legal costs and expenses (including court action), auction fees/storage fees/insurance fees and agent's fees for tracing you, the Goods and/or collecting the Goods. In addition you must pay our current default charges as follows: (i) £12.00 for each letter chasing payment of arrears; (ii) £10.00 for each telephone call we make chasing payment; (iii) £10.00 for each rejected direct debit / returned unpaid or represented cheque.

Excess Mileage Charges

Annual Mileage Allowance: 15000 miles Excess Mileage Charge: £0.08 per mile (inc VAT)

You must not exceed the Annual Mileage Allowance. If you exercise the Customer Option (as set out in paragraph 11 of the terms to this Agreement), or should you exercise your statutory right to terminate the Agreement (in accordance with paragraph 12), for each mile driven in excess of the Annual Mileage Allowance you will be required to pay the Excess Mileage Charge calculated on a pro-rata basis as applicable. This will be payable on expiry, or the earlier ending of this Agreement or where you have requested to exercise your Customer Option in paragraph 11 or your right to voluntary terminate under paragraph 12 of the terms to this Agreement.

In the event that the Goods are returned to us for any reason and you have failed to comply with your obligation to keep the Goods properly maintained and in good repair and condition (subject to reasonable fair wear and tear), you will be responsible for the cost of any repairs necessary to put the Goods in good repair and condition.

We may vary any of the charges listed above if our costs in providing the services to which they relate increase. If they do, we will notify you by writing to you at least 30 days before the change takes effect.

Warning

Missing payments could have severe consequences, including our taking legal action against you, which may include a claim to repossess the Goods and/or the obtaining of a charging order against your home. It may make it more difficult for you to obtain credit in the future due to entries on your record held at the credit reference agencies.

Your Rights

Right of Withdrawal

You have a right to withdraw from this Agreement without having to give a reason. The right to withdraw starts on the date of this Agreement and ends on the expiry of 14 days beginning with the date after that day. To withdraw you must notify us by writing to us using the address shown at the top of this Agreement marked for the attention of Customer Services Department or by telephoning us on 0333 009 0232. If you withdraw you must repay the Amount of Credit shown above together with interest at the interest rate shown above accrued from the date of this Agreement to the date of repayment without delay and no later than 30 calendar days beginning from the day after the day on which giving the notice to withdraw was given. Payment must be made to us at the address shown at the top of this Agreement marked for the attention of Customer Services Department. The amount of interest payable per day is £2.20.

Early Repayment

You have a right to repay early sums owing under this Agreement in full or in part. To do so you must notify us by writing to us using the address shown at the top of this Agreement marked for the attention of Customer Services Department or by telephoning us on 0333 009 0232. Payment

must be made before the end of the period of 28 days beginning with the day following that on which notice was received by us or on or before any later date specified by you in the notice.

Partial Repayment: If you make a partial repayment of any amount which is not sufficient to discharge the total debt then due under the Agreement, then unless you tell us otherwise, we will apply your repayment towards the sums due in respect of the Goods.

Early Settlement in Full: If you make full repayment of the amounts you owe under the Agreement, then the amount you have to repay may be reduced by a rebate of charges. If you wish to make early repayment of the full amount under this Agreement, you may ask us for a statement showing the amount to be paid after any rebate of charges has been allowed. (See paragraph 2.5 of the terms about part payment).

Termination by you

You have a right to terminate this Agreement at any time before the final payment falls due in accordance with the notice below.

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 £5,839.62. 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 £3,893.08 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.

CUSTOMER NOTICE / ACKNOWLEDGEMENT

When you sign, please ensure that: (a) all the information required on page 1 has been fully completed and is accurate; and (b) the terms relating to this Agreement are attached. It is important that you read and understand the terms of this Agreement before you sign. In particular, you are required to keep the Goods comprehensively insured and under your day to day control. Please ask if there is any term you do not understand.

By signing this Agreement, I acknowledge that I have received a verbal explanation about certain features of this Agreement, that a written summary of this explanation has been provided to me for me to take away and that I have received the Standard European Consumer Credit Information.

If you are not a business debtor, you have the right to refer complaints to the Financial Ombudsman Service. If you are a business debtor, you may have the right to refer complaints to the Financial Ombudsman Service. See www.financial-ombudsman.org.uk for further information.

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

CUSTOMER SIGNATURE

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

Signature of Customer:

Date of Signature:

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

DATA PROTECTION

It is important to us that you understand how we process your personal data and so before signing this Agreement, please read our Customer Privacy Notice (a copy of which should be given to you along with this Agreement) to find out about the purposes for which we use your personal data and also to provide us with your preferences about how we should contact you to promote our products and services. By signing this Agreement you agree that we may process and use your personal data in accordance with the Customer Privacy Notice. If you have not been shown the RCIFS Customer Privacy Notice or would like to see a copy of this again in the future, please contact us on customerservices@rcibanque.com

Signed for and on behalf of RCI Financial Services Limited accepting this Agreement

The date of this Agreement will be the date of the Customer's signature. If undated, this Agreement shall be deemed as dated the day the Goods are made available to you to take delivery.

Terms & Conditions

1. Introduction

The terms and conditions set out below and the financial and other information make up the agreement between us and you (the "Agreement") upon which we are willing to enter into arrangements relating to the hire of goods set out on page 1 ("Goods"). This Agreement becomes legally binding when you sign the Agreement.

2. Payment

- **2.1** You agree to make each of the repayments shown under "Your repayments" on page 1 (for the avoidance of doubt this includes the Final Repayment) ("Payments") and any other sums due from you to us under this Agreement by the relevant due date. There can be no change in the frequency of the payments unless we agree in writing. Each Monthly Repayment will be applied to sums due in respect of the Goods.
- 2.2 Unless we agree otherwise, payment of all Payments and other sums due under this Agreement must be made by direct debit from a bank account in your name without demand and without any deduction. If you change your address or bank details, you should write to us as soon as reasonably possible and in any event no later than 7 days after the change. If you change your bank account details it may take up to 30 days for us to amend your direct debit arrangement to reflect the new details.
- **2.3** Any finance facility fee is charged for our provision of the credit facility and is payable by you with the first repayment.
- **2.4** Any option to purchase fee, collection fee, and any excess mileage charges shown on pages 1 and 2 includes VAT at the rate which is current at the date of this Agreement. If the rate of VAT has changed at the time the fee or charge becomes payable, the fee or charge will be increased or decreased to reflect such change.
- 2.5 If you make a partial repayment of any amount which is not sufficient to discharge the total debt then due under the Agreement, then we will apply your repayment towards the sums due in respect of the Goods as we shall determine. We shall then recalculate your repayments over the remaining term of this Agreement. We will write to you informing you of any changes to your repayments.
- 2.6 If you exercise your right to withdraw from this Agreement and you choose to repay the Amount of Credit and the interest by means of a credit card, we may charge you a credit card fee of 0% of the total amount to be repaid or such higher rate as we may incur from time to time. If you use a debit card, we will charge £0 or such a higher fee as we may incur from time to time.

3. Failure to Pay

- 3.1 Punctual payment by you of all Payments and other sums due under this Agreement is of the essence and is an essential condition of this Agreement. If you are late making any payment due under this Agreement, we shall treat this as a serious breach of this Agreement and we will be entitled to send you a default notice asking you to pay the arrears. If you do not comply with the terms of the default notice, we will regard such failure as an indication by you that you have repudiated this Agreement. This means that you will have indicated that you no longer consider yourself bound by the terms of this Agreement. If this happens, we will write to you to confirm that this Agreement is at an end and you will be required to pay us the sums described in paragraph 9 below and return the Goods to us or make them available for collection
- 3.2 If any payment due to us under this Agreement is not paid on time for any reason, you will pay us interest on that sum until it is paid. Please see page 2 for further details.

4. Ownership of the Goods

- **4.1** You will have an option to purchase the Goods by paying the option to purchase fee shown on page 1. You can only do this if you have made all the Payments and other sums due and payable under this Agreement and are not in breach of this Agreement. Until all Payments and other sums due to us from you are made and you have paid the option to purchase fee, we will continue to own the Goods.
- **4.2** If the option to purchase fee is shown as £0.00, you will be regarded as having exercised your option to purchase the Goods when you have made the Final Payment and, subject to all other payments having been made, we will transfer ownership to you at this time.
- **4.3** If you wish to purchase the Goods before the end of this Agreement, you may do so by exercising your right to repay early in full as described in the "Early Repayment" information on page 2 of this Agreement. In order to purchase the Goods, you will be required to pay us the balance of the Total Amount Payable (as shown on page 1) and the option to purchase fee after deducting all payments you have made to us. The amount repayable under this Agreement may then be reduced by a rebate of charges.
- **4.4** The word "Goods" includes all component parts, any accessories and any additions, renewals or replacements of component parts made whilst this Agreement continues. The Goods, where compromising electric vehicle, shall include, without limitation, the battery supplied with the Goods whether or not a separate battery hire agreement exists.

Insuring the Goods

5.

- **5.1** You are responsible for the Goods from the time you take delivery. You must insure the Goods, in your name, with a reputable insurer under a fully comprehensive policy against all usual risks (including third party liability, fire, theft and accident) and for the full replacement value of the Goods without any unusual excess or restriction. You must keep the Goods so insured throughout the duration of this Agreement or otherwise whilst the Goods are in your possession or under your control.
- **5.2** You must notify your insurer that we own the Goods and that you are hiring them from us under this Agreement. You must show us the insurance policy and current certificate of insurance on request together with evidence of payment of the premiums. You must pay all insurance premiums on time and comply, in all respects, with the terms of your policy.
- **5.3** You must continue to make the Payments under this Agreement if the Goods become unusable for any reason (subject to your statutory protections set out in this Agreement)
- **5.4** In the event that the Goods are damaged and do not amount to a Total Loss, you must use any insurance monies paid to you by your insurer in respect of the damage to repair the Goods if they can be repaired. You must advise us if the Goods are damaged and we will have the right to arrange for its repair ourselves (subject to our consultation with your insurers). In the event that the Goods are damaged you shall, at our request and your expense, assign to us all your rights, benefits and claims under any relevant insurance policy.
- **5.5** If the Goods are a "**Total Loss**" because the Goods are, in our reasonable opinion or the opinion of your insurers, damaged beyond repair, lost, stolen, destroyed, seized or confiscated (whether or not this is your fault), you shall:
- (a) inform us immediately, in writing, of what has happened, specifying the date, nature and circumstances of the damage/loss;
- (b) authorise and arrange for your insurer to make prompt payment of any insurance proceeds direct to us;
- (c) immediately upon request, pay to us the following termination sum (**Total Loss Sum**):
 - (i) all arrears of Payments and other sums which have already fallen due under this Agreement but which have not been paid, together with interest accrued thereon; and
 - (ii) the Total Amount Payable (as shown on page 1) less:
 - (A) all Payments you have made and the arrears (as claimed under paragraph 5.5(c)(i));
 - (B) any option to purchase fee; and
 - (C) any rebate of charges you may be entitled to by law.
- (d) irrevocably authorise us, if we wish, to conduct negotiations with the insurer for any material claim in respect of the Goods and to settle any material claim on reasonable terms. You agree to be bound by any settlement or arrangement made with the insurers by us. We will not be

- liable to you for any loss or damage arising from dealings with the insurer except where loss or damage is caused as a direct result of our negligence; and
- (e) ensure that any sum paid by the insurer in accordance with this paragraph 5.5 shall be paid by the insurers to us upon request. If you receive any money direct from your insurer, you will pay that money to us immediately upon request. Until you make payment, you will hold such money on trust for us.
- **5.6** If the Goods are a Total Loss, the hiring of the Goods under this Agreement shall immediately come to an end (after we have sent you any notice which we are required to send you by law) and we will apply any sums received from your insurer against the sums due to us under paragraph 5.5 and any other sums due to us under this Agreement. For the avoidance of doubt, you will be responsible for the payment of any shortfall between any amount paid by your insurer and the Total Loss Sum, which shall be payable immediately upon request.

6. Inspection, care and use of the Goods

- **6.1** You shall be responsible for arranging for the delivery of the Goods from the supplier. You shall inspect the Goods on delivery and not take delivery of the Goods if the Goods are defective in any way. You must inform us within 5 days if you do not take delivery of the Goods because they are defective or for any other reason.
- 6.2 You must take reasonable care of the Goods. This includes ensuring that they are properly maintained and kept in good repair and condition at all times and are serviced in accordance with the recommendations of, and at the service intervals specified by, the manufacturer (Manufacturer Recommendations) the manufacturer (being recommendations as supplied to you at the time the Goods are supplied). You must not use or allow the Goods to be used for any purpose: (i) not permitted by the insurance relating to the Goods; (ii) which the Goods are not designed or reasonably suited; (iii) other than normal domestic purposes or such purposes notified to us when you entered into this Agreement which could affect the value of the Goods; (iv) which is unlawful; (v) which would result in the Goods becoming seized, impounded or otherwise no longer in your possession. This would include, without limitation, use of the Goods for motor sports, off-road driving, taxi driving or any other purposes not notified to us at the time of entering into this Agreement and which we have not agreed to in writing.
- **6.3** You are responsible for any loss or damage to the Goods (excluding any fair wear and tear), whether or not such loss or damage is your fault.
- **6.4** Where you have arranged for added extras to the Goods (including but not limited to spoilers, exhaust pipes, audio equipment and alloy wheels), these shall be considered as integrated into the Goods. If you return the Goods, you shall not remove such added extras to the Goods without our prior written consent. If we provide such consent and you remove such items, you shall make good any damage caused to the Goods by their removal and ensure that the Goods are delivered up to us in good repair and condition (excluding any fair wear and tear). If you return the Goods, you must remove

any sign writing applied to the Goods without damaging the Goods. If you fail to return the Goods in the condition required by this clause, we may remedy your breach and you will be responsible for reimbursing in full for all reasonable costs we incur.

6.5 You must allow us and/or our authorised agents to inspect the Goods at any time on reasonable notice.

- **6.6** As we own the Goods, until such time as we may transfer ownership to you, you must not (without our prior written consent) claim ownership, assign, mortgage, pledge, offer for sale or otherwise deal with the Goods or any interest in them or this Agreement nor try to sell them, nor sub-hire them nor otherwise allow any other person to obtain any rights over them. You also must not deal with the Goods in a manner which would be inconsistent with our ownership of the Goods and/or permanently remove the Goods from the United Kingdom or deprive us of our rights and interests in the Goods, including without limitation, represent yourself to be the owner of the Goods, try to sell them, give them away, abandon them, let them become subject to a lien or use them as security.
- **6.7** You must keep the Goods in your possession and under your day to day control. Only you and any other adequately insured person, with your consent, may drive or use the Goods. You must not use the Goods nor allow the Goods to be used in a manner or for any purpose which is illegal or when unsafe or otherwise unfit to drive or use or in a manner which is inconsistent with your insurance policy.
- **6.8** You must not use the Goods as a taxi or for hire or reward or for use in a driving school or otherwise modify the Goods.
- **6.9** You must not allow the Goods to be taken outside the United Kingdom without our prior written consent except that you may take them to any country within the European Union for periods not exceeding: (a) 30 days each; and (b) a total of 60 days in each calendar year. Whenever the Goods are taken outside the United Kingdom you must ensure your insurance policy provides fully comprehensive cover for the Goods against all usual risks (including fire, theft and accident) for their full replacement value, including repatriation expenses for each country you visit.
- **6.10** You must advise us in writing if you wish to change the registration number of any vehicle comprised within the Goods ("Vehicle") from that shown on page 1. We may charge you an administration fee for processing your request (the amount of which is shown on page 2).
- **6.11** You must promptly comply with the manufacturer's recall of the Goods.
- **6.12** You shall comply with all statutory and other obligations in relation to the Goods and the use of them and at your own expense add to or install any safety or other equipment required by any applicable law or regulation.
- **6.13** You must pay all fees, fines and other sums and meet all liabilities arising from your possession or use of the Goods. If

you do not pay or do anything required of you, we may do it and charge you.

6.14 Service Plan offer covers cars for chosen term and mileage, whichever comes first. Services must be carried out in line with the manufacturers minimum maintenance programme requirements and servicing intervals, and can only be carried out at Renault Approved outlet.

If you have selected servicing under the Agreement, then normal services will be provided for the intervals and mileage stated in the Agreement and the manufacturer's minimum maintenance programme requirements and servicing intervals.

If you fail to pay for the services, we will no longer be liable to provide the services and you will be required to service and maintain the vehicle at your expense.

You agree that you have selected the servicing option which is appropriate for the intervals and mileage for your vehicle. If the intervals and/or mileage per annum are reached earlier than stated under the Agreement, we will not be liable to pay for the servicing and our servicing obligations will terminate. You will then be required to ensure that the vehicle is services and maintained in accordance with the manufactures' instructions at your cost.

If you wish to cancel servicing under the Agreement, you must provide us with 1 months' notice and the servicing will then terminate under the Agreement. You will then be liable to ensure that the vehicle is serviced and maintained in accordance with this Agreement. We will then no longer provide servicing under this agreement

7. Liability

- **7.1** Nothing in this Agreement shall exclude or in any way limit either parties liability for death or personal injury caused by its own negligence or its employees.
- **7.2** We shall not be liable for any loss or damage which arises from, or as a result of, any defect in the Goods unless caused as a result of our negligence or our breach of this Agreement. However, we shall pass on to you (to the extent we are entitled to do so) the benefit of all express warranties relating to the Goods, which have been given to us by the supplier or the manufacturer of the Goods or any third party.
- **7.3** You are responsible for choosing the Goods and making sure that they are fit and suitable for your purposes.
- **7.4** Nothing in this paragraph 7 shall affect the statutory rights of a consumer.

8. Our right to end this Agreement

8.1 We may terminate this Agreement after giving you any written notice required by law if:

- (a) you fail to make any Payment or other sum owing to us under this Agreement in accordance with paragraph 3.1; or
- (b) the Vehicle is not registered in your name, as registered keeper; or
- (c) you are in material breach of any of the other terms of this Agreement and where capable of remedy you fail to rectify the breach; or
- (d) you have given us any information, in connection with this Agreement or any other agreement we may have with you, which we have reasonable grounds to believe is false or misleading in a material respect; or
- (e) a petition for your bankruptcy is presented, a bankruptcy order is made against you, or you enter into any voluntary arrangement with your creditors or a meeting of your creditors is called: or
- (f) you are a partnership, the partnership is for any reason dissolved or an administrator is appointed over some or all of the partnership assets; or
- (g) a landlord or any other person threatens or takes any step to seize the Goods for a debt or for any other lawful reason; or
- (h) we have reasonable grounds for believing that our interest in the Goods is at risk or any step which prejudices our ownership or rights in respect of the Goods is attempted or taken; or
- (i) you abandon the Goods; or
- (j) the Goods are lawfully seized or detained or made the subject of a court order; or
- (k) you are unable to pay your debts as they fall due;
- (I) you are in breach of this Agreement or any other agreement with us, including, without limitation, any battery hire agreement in respect of an electric vehicle.

9. What you must do if we end this Agreement

- 9.1 You must pay to us immediately on demand:
- (a) all arrears of Payments and other sums which have already fallen due under this Agreement but which have not been paid, together with interest accrued thereon; and
- (b) our costs of repairing the Goods and restoring them to good condition; and
- (c) any costs and expenses incurred by us as a result of your breach of this Agreement (as shown on page 2) including our reasonable costs and expenses incurred in enforcing this Agreement including, without limitation, any legal costs or other expenses incurred such as tracing you or the Goods and/or recovering the Goods; and
- (d) any Excess Mileage Charges due and payable under paragraph 10 of these terms (and as shown on page 2); and
- (e) the Total Amount Payable (as shown on page 1) less:

- (i) all Payments you have made and the arrears (as claimed in paragraph 9.1.a above);
- (ii) any option to purchase fee;
- (iii) the net sale proceeds of the Goods (exclusive of VAT), if repossessed and sold, or their value as determined by us if repossessed and not sold, after deducting any reasonable costs relating to the sale of the Goods; and
- (iv) on payment, any rebate of charges you may be entitled to by law.
- **9.2** We shall be entitled to collect any refund of road tax or similar duty which may be due. This will be credited to your account.
- **9.3** You will no longer have the right to keep the Goods and you must return them to us in good condition and working order (excluding any fair wear and tear). If you do not do so, we may repossess them (subject to the notice "REPOSSESION: YOUR RIGHTS" shown on page 3 and any other legal restriction) and the additional Administration Charges as detailed on page 2 will apply.

10. Excess Mileage Charges

- **10.1** You must not exceed the Annual Mileage Allowance shown on page 2. If you do so, you will be required to pay the Excess Mileage Charge (also shown on page 2) immediately upon our request.
- 10.2 To calculate whether any Excess Mileage Charges are payable, we shall use the actual mileage travelled as recorded on the odometer at the time the Goods are returned or otherwise inspected by us. If the Goods were "used" at the time of their original supply to you under this Agreement, we shall deduct any mileage on delivery (as specified on page 1).
- **10.3** If for any reason the odometer in the Vehicle fails to work properly at any time during the term of this Agreement, you must:
- (a) advise us as soon as possible of the failure and tell us the recorded mileage at that date;
- (b) arrange for the repair of the odometer as soon as possible; and
- (c) tell us when the odometer is repaired.
- **10.4** In the event that the odometer fails, we may estimate the mileage for the purpose of calculating whether any Excess Mileage Charge is due.
- 10.5 For the purpose of calculating whether any Excess Mileage Charges are payable where this Agreement terminates for any reason prior to the end of the term (shown on page 2), we will calculate your maximum contractual mileage by multiplying the Annual Mileage Allowance by the duration of this Agreement (in years) (the "Maximum Contractual Mileage") and this shall be reduced proportionately to the reduced term on a pro rata basis. If the mileage exceeds the Maximum Contractual Mileage calculated on a pro-rata basis, you must pay the Excess Mileage Charges calculated on a pro-rata basis as

compensation for increased fair wear and tear of the Goods, considering the age and mileage of the Goods.

11. Final Repayment - Customer Option

- **11.1** If you are able to meet the conditions set out in paragraph 11.2, you may, at your option, decide not to pay the Final Repayment shown on page 1. Instead, you may return the Goods to us in accordance with paragraph 13. Subject to the conditions set out in paragraph 11.2, you will then have no further obligations under this Agreement.
- **11.2** In order to take advantage of this option, the following conditions must be satisfied:
- (a) you must have paid in full all sums which have fallen due to us under this Agreement, including the payment of any Excess Mileage Charges in accordance with paragraph 10 (if applicable), apart from the Final Repayment;
- (b) you must notify us in writing of your intention to take advantage of this option. This notice must be received by us not less than 30 days before the Final Repayment falls due for payment. We will endeavour to remind you that you have this option in good time before this period has expired. However, it is your sole responsibility to notify us in writing of your intention to take advantage of this option within the permitted time period. When we hear from you, you will be contacted so that a mutually convenient time can be arranged for the Goods to be inspected and returned in accordance with paragraph 13.

12. Voluntary termination and right of withdrawal

- **12.1** Where you exercise your statutory right to terminate the agreement at any time (as set out on page 3 and subject to any liability also set out on page 3 in the notice "TERMINATION: YOUR RIGHTS") you must arrange for the Goods to be inspected and returned in accordance with paragraph 13.
- 12.2 You have the right to withdraw from this Agreement in accordance with the rights set out under the heading "Right of Withdrawal" on page 2. If you wish to do so, you must repay the amount set out in this section together with any [other allowances we have made in relation to this Agreement, including, without limitation, any finance deposit allowance or contribution and/or any other sums or allowances together with interest within 30 days beginning from the day after you provide us with notice that you wish to withdraw.

13. Inspection and Return of the Goods

13.1 If you are returning the Goods to us under paragraph 11.1 or 12.1, the Goods must be delivered to us at one of our named auction sites across the UK and Scotland at an agreed time and date in order for us to carry out the inspection. We will provide you with details of these auction sites. If you cannot deliver the Goods to one of these sites, on payment of a Collection Fee of £100.00, we will carry out the inspection and collect the Goods from your home address.

13.2 On inspection:

- (a) You must make sure that the interior and exterior of the Goods are clean and are easily accessible at the time of inspection. You must remove all your personal effects from the Goods;
- (b) You must have complied with your obligations as to the care and use of the Goods. This will be checked when the Goods are inspected. In particular, the purpose of the inspection will be to check:
 - (i) whether there is any damage which, in our reasonable opinion, is in excess of fair wear and tear (having regard to age and mileage);
 - (ii) that the Goods are being returned with all documentation as originally supplied with the Goods, including all driver manuals and a properly completed and stamped servicing record, MOT certificate (if applicable) and the vehicle registration document;
 - (iii) that the Goods are being returned with the spare wheel, tools, master key, key remote fob and all accessories as originally supplied;
 - (iv) that there is a complete and properly recorded service history which accords with the Manufacturer Recommendations; and
 - (v) whether the Maximum Contractual Mileage has been exceeded (see paragraph 10 of the terms);
- (c) You must hand over the original vehicle registration document at the time of inspection; and
- (d) Either you, or someone else you have authorised in writing to represent you, must sign a vehicle inspection report. If you do not agree with the inspection report, you must state the reasons in the vehicle inspection report. However, if you do not state your reasons and/or sign a vehicle inspection report, you will be taken to accept the content of the inspection report. Our agent may require your representative to produce your written authority for that person to represent you.
- **13.3** Upon return of the Goods for any reason (whether these are delivered to us or are collected), you must remove all personal effects and you must ensure that the following items are returned at the same time:
- (a) all keys and key fobs/electronic access/starting cards as originally supplied with the Goods; and
- (b) all documentation as originally supplied with the Goods, including all driver manuals and a properly completed and stamped servicing record, MOT certificate (if applicable) and the vehicle registration document.
- **13.4** If you do not return the items listed in paragraphs 13.2 and 13.3 above, you must pay to us immediately the charges specified below if they apply:
- (a) a charge of £50.00 for an MOT certificate;
- (b) a charge of £75.00 for a V5 registration document;
- (c) a charge of £30.00 for a service book;
- (d) a charge of £210.00 for each missed service; and
- (e) the actual cost of replacement of the spare wheel, tools,

master key, key remote fob and all accessories as originally supplied.

- 13.5 We will send any of your personal effects that are found in the Goods as soon as we reasonably can to your last known address (subject to a charge payable in advance for our reasonable costs of delivering these items to you which we will inform you of). Alternatively, you may collect these personal effects from us at a place of our choosing free of charge. Save as set out in this paragraph, we shall have no liability to you for any loss you may incur in relation to such personal effects which have not been removed from the Goods in accordance with this Agreement.
- **13.6** If you are returning the Goods after exercising your rights under paragraph 11.1 or 12.1, we may take any of the steps set out in paragraph 13.7 (Return at Customer Option) or 13.9 (Return on Voluntary Termination) below, if (for any reason other than our own act or omission):
- (a) the Goods have not been returned in accordance with this paragraph 13 by the earlier of;
 - (i) the date agreed for return should you voluntarily terminate under paragraph 12.1, or
 - (ii) the date when the Final Repayment falls due for payment under paragraph 11.1; or
- (b) the Goods are not in a condition which is commensurate with their age and mileage; or
- (c) neither you nor a properly authorised representative is in attendance when the Goods are inspected; or
- (d) either you or your properly authorised representative refuse to sign the vehicle inspection report.

13.7 Return at Customer Option

Upon the occurrence of any one or more of the events set out in paragraph 13.6 above, where you have exercised your customer option under paragraph 11.1, we may, at our discretion, either:

- (a) refuse to accept return of the Goods. If we decide to do this, we will inform you in writing; or
- (b) we may agree to accept return of the Goods and we may also require one or more of the following:
 - (i) where the Goods have not been returned (or collection arranged) in accordance with this paragraph 13 by the date when the Final Repayment falls due (save as a result of any act or omission on our part), payment of interest on the Final Repayment (at the interest rate, if any, specified on page 1) for the period from the due date of the Final Repayment until the date when the Goods have been returned or collected;
 - (ii) payment of the cost of repair of any damage which has been caused as a result of your failure to comply with your obligations as to the care and use of the Goods;
 - (iii) payment of the cost of replacement of any item identified in paragraph 13.2(b) above which is not returned/produced with the Goods, in accordance with the charges set out in paragraph 13.4; and

(iv) payment of a sum equal to the amount by which we reasonably consider the value of the Goods has been reduced as a result of your failure to comply with your obligations under this Agreement.

Any sum payable under this paragraph 13.7 will be payable immediately upon request.

- **13.8** Where we have sent you written notice refusing to take delivery of the Goods (see paragraph 13.7(a) above):
- (a) you shall be required to immediately pay the Final Repayment and any other sums due under this Agreement (including any interest which may be payable as a result of late payment); and
- (b) provided you have paid any option to purchase fee, we shall then transfer ownership of the Goods to you.

13.9 Return on Voluntary Termination

Upon the occurrence of any one or more of the events set out in paragraph 13.6 above, where you have exercised your voluntary right to terminate under paragraph 12.1, we may require:

- (i) payment of the cost of repair of any damage which has been caused as a result of your failure to comply with your obligations as to the care and use of the Goods;
- (ii) payment of the cost of replacement of any item identified in paragraph 13.2(b) above which is not returned/produced with the Goods, in accordance with the charges set out in paragraph 13.4;
- (iii) payment of a sum equal to the amount of the value of the Goods if not returned or a sum equal to the amount of the value of the Goods by which we reasonably consider the value of the Goods has been reduced as a result of your failure to comply with your obligations under this Agreement; or your failure to disclose material information in relation to the use of the vehicle.

14. General Provisions

- **14.1** This Agreement is personal to you. You may not transfer your rights and obligations under it to any other person. We may transfer or assign any of our rights and/or responsibilities under this Agreement to any other person and at any time.
- **14.2** Where you are introduced to us by a dealer, other broker, or intermediary we may pay them a commission. The introducer will have considered whether to disclose that commission may be payable and you can ask them about this. You may also be able to request information about the amount of commission which may be paid.
- 14.3 If "you" are two or more persons, the obligations of each such person shall be joint and several. This means that each person shall be fully responsible for making the payments required by this Agreement and otherwise complying with its terms. If any such person is in breach of this Agreement, we may, at our option, sue that person or any or all of you.
- **14.4** We may decide, from time to time, not to enforce some or all of our rights under this Agreement. If we do this, we will not be prevented from subsequently enforcing those or other

- rights. If we waive any of the terms of this Agreement by delaying enforcement or otherwise, we can enforce them strictly again at any time and such delay or waiver shall not affect our rights under this Agreement.
- **14.5** If a clause in this Agreement is found to be unenforceable, it will not affect the enforceability of the remaining clauses under the Agreement.
- **14.6** If your address when you enter into this Agreement is in Scotland or Northern Ireland then the law of Scotland or Northern Ireland, respectively, will apply to this Agreement, otherwise English law will apply. You must tell us in writing within seven days if you change your address.
- 14.7 You agree that we may authorise another company to carry out any acts relating to this Agreement on our behalf and in its name, for example, collecting any debts due under this Agreement or administering this Agreement on our behalf.
- 14.8 No manuscript amendments to this Agreement shall be valid unless agreed in writing by us.
- 14.9 No term of this Agreement is intended for the benefit of any third party and the parties do not intend that any terms of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.10 You acknowledge that you have received explanations of this Agreement and that you have asked any questions that you may have in relation to this Agreement. If you have not, you may wish to withdraw from this Agreement in accordance with the notices provided in this Agreement.





Please fill in the whole form including official use box using a ball point pen and send it to:

Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS

Name(s) of account holder(s)	Name(s) of account noider(s)							
Mr Terry Kent								

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Branch sort code									
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Bank/huilding society account number

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Halifax	
Address	
Sittingbourne	
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Instruction to your bank or building society to pay by Direct Debit

Service user number

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FOR Dacia Finance OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

Agreement number: 2400143528

If you are not our Agreement holder, by signing this mandate you give RCI Financial Services Ltd authority to discuss your Direct Debit with our customer.

Instruction to your bank or building society

Please pay RCI Financial Services Ltd 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 RCI Financial Services Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)	
"	
Print Name	
Mr Terry Kent	
IVII TETTY NETIL	
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 RCI Financial Services Ltd will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request RCI Financial Services Ltd 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 RCI Financial Services Ltd 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 RCI Financial Services Ltd 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.

RCI FINANCIAL SERVICES LIMITED'S

PRIVACY POLICY — FINANCE AGREEMENT STAGE

Introduction

Please read this Privacy Policy carefully as it explains how RCIFS and our related businesses within RCI Group ("we", "our" or "us") uses the personal information that you provide to us via your Dealer or that we have obtained about you through our use of the personal data that you have provided (referred to as your "information" in this Privacy Policy). RCIFS is part of the RCI Group of companies whose intermediate parent company is RCI Banque SA trading as "RCI Bank and Services" and whose ultimate parent company is Renault SA which is part of the Renault-Nissan-Mitsubishi Alliance and includes your selected vehicle manufacturer's group companies including Renault UK Limited, Dacia, Nissan Motor (GB) Limited, Infiniti and Alpine (all of which comprise the, "RCI Group" or "Group"). The RCI Group therefore includes, RCIFS, RCI Bank UK, the RCIFS ultimate parent company's group of companies, the Renault-Nissan-Mitsubishi Alliance and your selected vehicle manufacturer's group companies and brands. If the RCI Group changes from time to time, we shall inform you of such changes. If you would like more information on the companies that make up the RCI Group, please do get in touch or go online to www.rcibs.com and www.group.renault.com.

Where this Privacy Policy refers to your "Dealer", this means the car dealership that has contacted us on your behalf regarding vehicle finance. Please be aware that the Dealer is not part of RCIFS or the RCI Group. Your Dealer may retain your information for its own purposes, for example, to contact you about its products and services. If you would like to know more about how the Dealer may use your information, please ask the Dealer for a copy of its Privacy Notice.

The contents of this Privacy Policy may change from time to time. We will notify you by of any changes to this Privacy Policy and the use of your information described herein.

Please read this Privacy Policy in conjunction with the Privacy Notice – Application, which you would have received when you made an application for finance from RCIFS, as this explains how we use your information when you made the application.

What information do we collect?

It is important that you provide accurate information on your application.

The categories of information that we may collect about you during your application for finance from RCIFS are as follows: name, address, e-mail address, telephone number, address history, residential status, date of birth, marital status, driving licence number, vehicle information (including VIN, service reminders, warranty and service information), bank details, employer's name and address, occupation, time in employment, income, expenditure, any ID documents, the date and time you used our services, telematics and location information relating to your vehicle, website information, transactions with the Dealer, information relating to your business, voice recordings made to our customer service centres and any other information or documentation you may provide in relation to your application or otherwise. If you do not provide us with required information that we request from you as required to consider your application, we will not be able to proceed with the credit reference and fraud prevention checks described below and, subsequently, we will not be able to enter into an agreement with you.

In addition to the information that you provide in your application for finance from RCIFS, we may also collect information about you from enquiries we may make about you (including from the searches we do with fraud prevention and credit reference agencies and enquiries we may make internally, or with any other RCI Group company, about your performance of any other agreement you have with us or an RCI Group company).

We collect information about you and/or your vehicle when you use RCIFS websites, applications and our customer service centres. We also obtain information about you or your vehicle from our authorised Dealers and repairers. Some of this information does not identify you personally, but provides us with information about how you use our services and engage with us (we use this information to improve our services and make them more useful to you). We may also receive information from third parties, suppliers and partners – such as the Third Parties named in this Privacy Policy – about the products and services you have purchased.

We may also collect other information such as information you provide through customer surveys, feedback, complaints and correspondence. Some information is required information but other information is optional and if you do not want to give it to us, you do not need to. We are always grateful for information you do provide though because this helps us to improve our products and services.

Electric vehicles:

If you have purchased an electric vehicle from us, we may also collect additional information about you and your use of the electric vehicle, which will be transmitted to us by the telematics box installed in the vehicle. This information includes mileage data, battery performance and charge data. The reason we collect this information is to monitor your battery, its use and performance, to manage battery stocks and maintain hire payments at a competitive level. We will use the data as it is necessary for our legitimate interests for management, statistical and analytical, administration and accounting purposes. Please note that if you have opted to have a connection pack installed, we will also receive data about your location. If you do not wish us to receive location data you may disconnect the telematics box in accordance with the instructions supplied with the connection pack.

What do we do with the information we collect?

The purposes for which we use your information and the legal basis under data protection laws on which we rely to do this are as follows:

- It is necessary for the **performance of the contract** with you or to take steps to enter into it. This includes verifying your identity and assessing your application for finance (including fraud prevention checks) when you first enter into the contract and/or any subsequent applications, variations or modifications to the contract and administering the agreement between us (including tracing your whereabouts to contact you and recover debt) and to provide you with the service under that agreement (i.e. managing your account, communicating with you, providing updates on the status of your account, dealing with any complaints and notifying you of any changes to this statement).
- It is necessary for our **legitimate interests** or that of a third party. This includes:
 - o creating a profile of you to decide what products and services to offer to you for direct marketing purposes;
 - o making available personalised offers and promotions to you;
 - o identifying trends to develop new products and services;
 - o contacting you prior to the expiry of your finance agreement to discuss your options;
 - o advising you about the products and services that we are providing to you in response to a request from you about this;
 - o in some cases we may use automated methods to analyse, combine and evaluate information that you have provided to us (including the sharing of your personal information within our RCI Group of companies as mentioned in this Privacy Policy) which includes Renault UK Limited, Dacia, Nissan Motor (GB) Limited, Infiniti and RCI Bank UK;
 - o collecting and analysing information so that we can deliver the most appropriate customer experience to you by tailoring and making relevant all our service and communications (for example, when your finance contract options are available);
 - preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us;
 - o for product development, statistical analysis and market research and customer surveys so that we can better understand you as a customer and provide tailored offers, products and services that we think you will be interested in (we may want to contact you from time to time for market research, however you can ask us not to contact you for this purpose at any time);
 - o providing you with customer support and services, including answering questions and responding to feedback and complaints;
 - o monitoring communications between us (calls, letters, emails and texts) to prevent and detect crime, to protect the security of our communications, systems and procedures, and for quality control and training purposes;
 - o for management and audit of our business operations including accounting and analysis of applications made to us;
 - o to verify the accuracy of information that we hold about you and create a better understanding of you as a customer;
 - o for network and information security purposes i.e. in order for us to take steps to protect your information against loss, damage, theft or unauthorised access;
 - to comply with a request from you in connection with the exercise of your rights (for example where you have asked us not to contact you for marketing purposes, we will keep a record of this on our suppression lists in order to be able to comply with your request);and
 - o for improving our systems, operations, processes and services (including their testing) and for business continuity and disaster recovery purposes.
- We only collect information which is necessary, relevant and adequate for the purpose you are providing it for.
- It is necessary for compliance with a legal obligation. This includes when you exercise your legal rights under data
 protection law, to verify your identity, for the establishment and defence of our legal rights, for activities relating to the
 prevention, detection and investigation of crime, to conduct credit, fraud prevention and anti-money laundering checks and
 for compliance with our legal and regulatory responsibilities. We may process your personal information to comply with our
 other legal requirements (for example, to register your car with the DVLA).

• You have given us your **consent** to use it for direct marketing communications (by us, the RCI Group and the other third parties listed at the end of this Privacy Policy). Please see 'Marketing' below for more information on marketing, including details on how to stop receiving marketing communications.

Please note that your Dealer will enter your information onto our Finance Proposal System when you apply for finance with us.

Automated decisions and profiling

We will create a profile of you based on the information that we hold about you and the vehicle(s) that you are interested in in order to send you tailored offers (if you have agreed to receive marketing communications from us) from time to time.

Use by credit reference and fraud prevention agencies

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. 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. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

We will use this information to:

- assess your creditworthiness and whether you can afford to take the product you have applied for;
- 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.

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 making an application to us. 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 www.experian.co.uk/crain.

Before we provide services, goods or financing to you, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process your information. If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services and financing you have requested or we may stop providing existing services to you. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details above.

Further details explaining which fraud prevention agencies we use and how the information held by fraud prevention agencies may be used can be obtained by contacting us at RCI Financial Services Limited, P.O. Box 495, Watford, Hertfordshire, WD17 1GL.

Automated decisions and profiling

RCIFS may use a credit-scoring system and fraud detection and prevention system, i.e. an automated system to assess your credit worthiness and decide whether to enter into a finance agreement with you and an automated fraud detection and prevention system. You may ask us to ensure that, when we are evaluating your application for finance, we don't base any decisions solely on an automated process. You must notify us of this request in writing using the contact details above.

If you make such a request, you will then have the right to be notified where such a decision is or will be based on an automated process. If we notify you that we have taken such a decision, you may request us to review that decision other than by automatic means by writing to us within 21 days of receiving the notification.

We will create a profile of you based on the information that we hold about you and the vehicle(s) that you are interested in in order to send you tailored offers (if you have agreed to receive marketing communications from us) from time to time.

Data anonymisation and use of aggregated information

Your information may be converted into statistical or aggregated data in such a way as to ensure that you are not identified or identifiable from it. Aggregated data cannot be linked back to you as a natural person. We might pass on this information to companies in our Group for analytical and statistical purposes or to other companies, such as advertisers, to use for our business and research purposes.

Who do we share your information with?

We may share your information with:

- Companies and consultants providing services to us (for example, marketing agencies, mail outsourcing service providers, information technology service providers who provide and maintain our systems and our website host). Those companies and consultants providing services to us will only use your information to provide those services to us.
- Our Dealer network and with third party suppliers who fulfil business activities for us (like roadside assistance, marketing, customer care, customer retention, contract and vehicle related offers and options, events and market research etc.)
- Selected partners who help us to provide you with the information, products and services and services that you request such as roadside assistance.
- Other members of the RCI Group for purposes set out in this Privacy Policy and for product development, statistical analysis and audit purposes.
- A purchaser or potential purchaser of our business or otherwise in the event of a merger, acquisition, re-organisation or similar event.
- A third party company that may take over your contract so that you can continue with your contract.
- A third party involved in the funding, liquidity, capital or treasury and/or related services in relation to your contract with us, for example, asset backed securitisation services.
- Any associated or connected motor manufacturer from whom we purchase or hire goods (and their group companies), including, without limitation, Renault UK Limited, Dacia, Nissan Motor (GB) Limited and Infiniti. For example, to handle complaints or provide you with services and information.
- Franchise car dealers, including their business partners and when the Dealers opens, closes or moves premises.
- Third party insurance and services providers.
- Credit reference, identity authentication and fraud prevention agencies to help us make credit decisions and fraud prevention checks (they may also share information about you with us).
- Debt collection agencies.
- The police, fraud prevention and identity authentication entities, other law enforcement agencies, government and tax
 authorities in the United Kingdom or abroad in order to detect, investigate and prevent crime (please note that fraud
 prevention agencies may also enable law enforcement agencies to access and use your information to detect, investigate
 and prevent crime).
- The courts in the United Kingdom or abroad as necessary to comply with a legal requirement, for the administration of
 justice, to protect vital interests and to protect the security or integrity of our business operations.
- Our legal and other professional advisors.

Please be aware that we engage third party agencies, who on occasion, may contact customers by post, e-mail, telephone or SMS message on our behalf (for example, to discuss your options prior to the expiry of your finance agreement or customised offers based on information we hold about you and your vehicle). Any information that you provide to the agency or any requests that you make for further information will be passed onto RCIFS and we will deal with your query. Please be assured that any information that you provide to the agency will be kept secure and confidential.

Marketing communications

We would like to contact you with exciting and relevant information about RCIFS's promotions, events, information, products and services which may be of interest to you. We may do this by post, e-mail, SMS and/or telephone, unless you have told us not to contact you specifically for this purpose.

We may also share your personal information with our recommended third party partners, so that they can contact you with marketing information about their products and services.

You can change your marketing preference at any time by getting in touch with us. For e-mail and SMS, please follow the unsubscribe instructions in those communications.

Transfers to third countries/ where we store your information

Sometimes our service providers or other group companies may be located in other countries and in which case we may send your personal information to countries which have a different standard of data protection than the UK. We have put in place protections to ensure that your information is safeguarded.

We store your information on servers located within the European Economic Area (EEA). We may change the location of servers in the future to improve services to you but we shall always ensure that we put in place protections to ensure that your information is safeguarded. Due to the international nature of our business, there may be some instances where your information is processed or stored outside of the EU. In those instances, we will ensure that appropriate safeguards are in place for that transfer and storage as required by applicable law.

Whenever fraud prevention agencies transfer your information outside of the EEA, they impose contractual obligations on the recipients of that information to protect your personal data to the standard required in the EEA. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Please note that we are a member of National Hunter, a fraud prevention agency. The rules currently do not allow for processing National Hunter data outside of the EEA.

Retention of your information

If your application for finance is declined or if your application is accepted but you do not proceed, we keep your information for 6 months or as long as necessary to deal with any ongoing queries you may have. If your application is accepted and you proceed, we hold your information for 7 years from the date on which your agreement with us ends.

Credit reference agencies will retain the information that we give to them for 6 years after your account is closed.

Fraud prevention agencies can hold your information for different periods of time, and if you are considered to pose a fraud or money laundering risk, your information can be held for up to 7 years.

We will not hold your personal information in an identifiable format for any longer than is necessary. We hold your personal information for the periods mentioned to establish, bring or defend legal claims.

The only exceptions to the periods mentioned above are where:

- the law requires us to hold your personal information for a longer period, or delete it sooner;
- where you have raised a complaint or concern regarding a product or service offered by us, in which case we will retain
 your information for a period of 6 years following the date of that complaint or query; or
- you exercise your right to have the information erased (where it applies) and we do not need to hold it in connection with any of the reasons permitted or required under the law.

At the end of the retention period, your data will either be deleted completely or anonymised, for example by aggregation with other data so that it can be used in a non-identifiable way for statistical analysis and business planning.

Your rights

Under data protection laws, you have the following rights in respect of your information:

• to be informed about the processing of your information (this is what this Privacy Policy sets out to do);

- to have your information **corrected if it's inaccurate** and to have **incomplete information completed**. If you enter into an agreement with us, you can change your information via our customer online portal it's important that you keep your information up to date;
- to **object to processing** of your information provided we do not have any continuing lawful reason to continue to use and process the information. When we do rely on our legitimate interests to use your personal information for direct marketing, we will always comply with your right to object;
- to withdraw your consent at any time where we rely on it to process your information;
- to **restrict processing** of your information provided we do not have any continuing lawful reason to continue to use and process that information;;
- to have your information erased provided we do not have any continuing lawful reason to continue to use and process that information:
- to request access to your information and information about how we process it;
- from May 2018 only, to move, copy or transfer your information; and
- rights relating to automated decision making, including profiling.

You have a number of rights in relation to your personal information as mentioned above under data protection law. In relation to most rights, we will ask you for information to confirm your identity to protect the confidentiality of your personal information and, where applicable, to help us search for your personal information. Except in rare cases, we will respond to you within 30 days after we have received any request (including any identification documents requested).

The way we process your information and the legal basis on which we rely to process it may affect the extent to which these rights apply. If you would like to discuss or exercise any of these rights, please contact us using the details provided above.

You have the right to lodge a complaint with the Information Commissioner's Office where your information has or is being used in a way that you believe does not comply with data protection laws. We encourage you to contact us before making any complaint and we will seek to resolve any issues or concerns you may have. You can also contact our Data Protection Officer with any data protection concerns.

Security

We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure of information we have physical, electronic and managerial procedures in place to keep your information safe. For more information on the security we have in place to protect information, please see our Security Policy which is available on request.

Contact details

If you have any specific data protection questions, concerns or a complaint, you can address it to our Data Protection Team as follows:

Data Controller: RCI Financial Services Limited ("RCIFS"), Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS. Telephone: 0333 009 0231 Email: customerservices@rcibanque.com

Data Protection Officer: Data Protection Officer, RCI Financial Services Limited ("RCIFS"), Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS or E-mail: dataprotectionofficer-uk@rcibanque.com

If you feel that your data has not been handled correctly, or you are unhappy with our response to any requests you have made to us regarding the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

You can contact them by calling 0303 123 1113.

Or go online to www.ico.org.uk/concerns

This Privacy Policy was last updated on 2nd May 2018.

Third parties

We may share your information with the following third parties in accordance with this Privacy Notice:

DFDS SEAWAYS NEWCASTLE LIMITED trading as DFDS Seaways

AIRPORT PARKING AND HOTELS LIMITED trading as APH Parking

When you then apply for a product or service from one of our third parties, your data will be collected and used by them under the terms of their own separate privacy policies. Please request those privacy policies directly. We may also, from time to time, share your information with carefully selected third parties which may replace those mentioned above as a result of service changes and improvement, supplier selection and renewal to provide you with the highest levels of service. We shall inform you of such changes. The third parties named may also change from time to time due to corporate rebranding, reorganisations, mergers and acquisitions.