

Hire Purchase Agreement regulated by the Consumer Credit Act 1974

PARTIES

We/Us: Contoso Bank Limited trading as
Contoso Bank Ltd

You: [PO Box 108 Weeds XXXX 0WU]
Mr gary test3

3
street
3 town
3 city

sl1 4dx

Mr gary test5

5
street
6 town
6 city
Same county

Dealer/Credit Intermediary: Contoso Test Dealership

GOODS AND SERVICES

Goods New	Insurance/Warranty/GAP/Other Loan Warranty, Mechanical Breakdown Insurance, Service Plan, GAP Insurance or Other Warranty
Reg No:	
First Reg	
VI No	
(the "Goods")	

FINANCIAL INFORMATION

	Goods	Insurance/Warranty/GAP/Other Loan	Total
Cash Price	£8,055.00 (incl VAT for new Goods)	£0.00 (incl IPT)	£8,055.00
Advance Payment	Cash (Deposit)	n/a	£857.38
	Part Exchange	n/a	
Amount of Credit	£7,197.62	£0.00	£7,197.62
Total Charge for Credit	£2,583.63	£0.00	£2,583.63
Constituent Parts			
HP Charges/Interest	£2,318.63	£0.00	£2,318.63
Acceptance Fee	£0.00	£0.00	£0.00
Administration Fee (Loan)		£265.00	£265.00
Option Fee (HP)	£0.00		
Total Amount Payable	£10,373.63	£0.00	£265.00

APR	0 %	0 %
In calculating the APR, we have assumed that the agreements will last for the duration shown and that we will each fulfil our obligations on the terms and dates stated		

Agreement Number: 42617563530

Duration of Agreement	months 42	months 42	
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The interest rates are	12.12 % per annum	12.12 % per annum	
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This rate will apply for the duration of the agreements

We will provide the Amount of Credit for the Goods on (i) the delivery of the Goods to you or (ii) if earlier, the Goods being made available for you to take delivery. For any insurance/warranty/GAP or other loan we will provide the Amount of Credit at the same time as it is provided for the Goods

YOUR PAYMENTS

Initial payment	£	£	£
42 monthly payments consisting of:			
First payment (including Acceptance Fee) of:	£130.25	£0.00	£130.25
40 payments of:	£130.25	£0.00	£130.25
A final payment (see Clause 4 for details of your PCP options) together with payment of the Option Fee and any Administration Fee of:	£395.25	£0.00	£395.25

The initial payment is due on the date the agreement is made.

The first monthly payment is payable 1 month after the date the agreement is made and the remaining payments are payable at consecutive monthly intervals after that on the same day of each month.

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 payment owing under these agreements; (b) the date on which each payment is due, the amount and any conditions relating to the payment; and (c) a breakdown of each payment showing how much comprises (i) capital repayment, (ii) interest payment and (iii) if applicable, any other charges

RIGHT OF WITHDRAWAL

You have a right to withdraw from the agreement without having to give a reason. The right to withdraw starts on the date this agreement is made and ends on the expiry of 14 days beginning with the date after that day. If you wish to withdraw you must notify us by writing to us at our address shown at the beginning of this agreement and marked for the attention of **TO BE DEFINED** or by telephoning us on **TO BE DEFINED**. If you withdraw you must repay the Amount of Credit shown in the Financial Information together with interest at the interest rate shown above accrued from the date of the agreements to the date of repayment without delay and no later than 30 days after giving the notice to withdraw. Payment must be made to us at our address shown marked for the attention of **TO BE DEFINED**, or by such other method as we agree in writing. The amount of interest payable per day is £12.01.

EARLY REPAYMENT

You have a right to make early repayments in full or in part of the amounts owing under the agreement. To do so you must notify us by writing to us at our address shown at the beginning of this agreement and marked for the attention of **TO BE DEFINED** or by telephoning us on **TO BE DEFINED**. You must make payment before the end of the period of 28 days beginning with the day after that on which we receive your notice or on or before any later date specified by you in the notice. The amounts repayable under the agreement may then be reduced by a rebate of charges. If you wish to make early repayment of the full amount under the agreement, you may ask us for a statement showing the amount to be paid after any rebate of charges has been allowed.

CHARGES

!212 -1- 6-1-GENUS!

If you pay late or otherwise break the terms of these agreements you must pay us the following charges if they apply:

(a) we may charge interest on any overdue payment from its due date for payment until it is paid, at the interest rate shown (see clause 3.7 for further details);

(b) late/partial payment charge - £26 (see clause 3.2 for further details);

(c) Goods collection fee on voluntary termination of the HP agreement by you - £70 (see clause 11.1 for further details);

(d) our reasonable expenses and costs finding you or the Goods and taking steps to obtain payment (see clause 3.2 for further details);

(e) any insurance premiums we pay if you do not keep the Goods insured (see clause 7.3 for further details);

(f) our reasonable costs and expenses incurred in collecting the Goods if you do not deliver the Goods to us on termination, at the rates charged to us by our suppliers (see clauses 4(a) and 12.3(b) for further details);

(g) the reasonable costs of all repairs required to put the Goods into a reasonable condition, if you have failed to take reasonable care of the Goods (see clauses 4(c), 11.1(c) and 12.3(c) for further details);

(h) the reasonable amount we have lost, if you do not keep the Goods insured and we suffer a loss as a result (see clause 7.5 for further details); and

(i) all taxes, fines and penalties we pay on your behalf (see clause 8.3 for further details).

In certain situations you may also have to pay the following:

(a) certain charges on termination of these agreements (see clauses 4(a) and (c), 11.1(a) and 12.3(a) and (c) for further details);

(b) the cost of insuring, servicing, repair, modifying and altering the Goods (see clauses 4(c), 6.1, 6.4, 7.1, 7.5, 11.1(c) and 12.3(c) for further details);

(c) the value of the Goods (see clause 7.4 for further details);

(d) all taxes, fines and penalties for the Goods (see clause 8.2 for further details);

(e) any payments we make to someone who makes a claim against us (see clause 9 for further details);

(f) charges for implementing certain requested changes to the agreement - £50 (maximum) (see clause 3.2 for further details);

(g) charges for the provision of a payment book - £15 (see clause 3.2 for further details);

(h) charges for changing the registration number of the Goods - £50 (see clause 3.2 for further details);

(i) change of due date (by more than 5 days) - £25 (see clause 3.2 for further details);

(j) extension of agreement - £35 (see clause 3.2 for further details); and

(k) an excess mileage charge of p per mile in excess of the maximum annual mileage and pro-rata (see clause 13 for further details).

These charges may be varied by us in the future. To do so we will give you at least 30 days' written notice.

MISSING PAYMENTS

If you miss any payments, that could have serious consequences, including, for example, legal action being taken by us against you, which might include a claim to recover the Goods. It may also make obtaining credit more difficult.

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

The terms and conditions entitled PCP1-FATC-0607 form part of these agreements.

PLEASE READ THIS BEFORE YOU SIGN

By signing the agreement you declare:

1. that you have received and have had an opportunity to consider and take away the pre-contract credit information (Standard European Consumer Credit Information) form before signing the agreement; and
2. that an explanation has been given to you of the features of the agreement, the amount you will have to pay, the main consequences if you fail to make payment, how you may exercise your right to withdraw from this agreement, and that you have been invited to ask questions about the agreement.
3. that all the information about you and all other information supplied by you to us is true and complete, and that you realise that we may rely on that information in deciding whether to accept this application and that the details may be verified and that you are 18 years of age or over.

IMPORTANT - USE OF PERSONAL INFORMATION

We will use credit reference and fraud prevention agencies to help make decisions about you and we will record information about you with them. It is important that you read clause 16 "Use of Personal Information" of terms and conditions which provides more detailed information on what we do with your personal data.

We may disclose your personal information to selected third parties, our Business Partners and companies within the Contoso Group. We and they may contact you about products and services which we think may be of interest to you. You may be contacted by letter, phone, mobile sms and email for these purposes. We may do this even if we do not accept your application.

We may also contact you about credit insurance related products.

If you prefer not to be contacted by letter and phone you can tell us at any time writing to us at the address given at the beginning of this agreement.

When you sign this agreement, you will be giving your consent to us (and those third parties we refer to above) contacting you for marketing purposes by email and sms. If you do not wish to receive such information by email or sms, please write to us at the address given at the beginning of this agreement.

By signing this agreement you are accepting that we may use your personal information in the ways described above and in clause 16 of the terms and conditions.

IMPORTANT

If you have chosen to purchase any insurance or warranty product using credit provided by us, figures will appear in the columns headed 'Insurance/Warranty/GAP/Other Loan' and Clause 13.2 of the terms and conditions headed 'Separate Agreements' will apply. If there are no figures in these columns, then this is only a Hire-Purchase Agreement.

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.

The Office of Fair Trading, 2-6 Windward Square, Windon XXXX 8JX is the supervisory authority under the Consumer Credit Act 1974.

TERMINATION: YOUR RIGHTS

You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to half the total amount payable under this agreement, that is £5,319.32. 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 £3,546.21 the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does take the goods without your consent or a court order, you have the right to get back any money that you have paid under this agreement.

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

Signature(s)
Of Customer(s)
Date(s) of signature(s) and date of this agreement

Guaranteed Future Value

The guaranteed future value is **4,176.00**

See Clause 4

Signature of Indemnifier

Signed on behalf of Contoso Bank Limited

A handwritten signature in black ink, consisting of a large loop followed by a horizontal line.

Excess Mileage

Maximum annual mileage **10,000**
miles per annum

Mileage reading on delivery **0**

Excess Mileage Charge **0.00** pence per mile in excess of the maximum annual
mileage and pro-rata

Signature of Indemnifier

Witness to Customer(s) Signature(s)

Signature

Name (in capitals)

Address

Signature of Indemnifier

Guarantee and Indemnity subject to the Consumer Credit Act 1974

A guarantee and indemnity, made between the Indemnifier(s) named below and Fiat Auto Financial Services Ltd trading as Fiat Financial Services of PO Box 108, LEEDS, LS27 DWU ("The Creditor")
Contoso Bank Ltd is a trading name of Contoso Bank Ltd. Registered Office: 240 Bath Road, Slough, Berks, SL1 4DX. Registered in England number 2739931.
Account Number: 42617563530

1. The Indemnifier is:
John Doe

Address:

street
6 town
6 city
Same county

Date of Birth: 9/9/99

2. The Debtor is:
Mr gary test3

Address:

3
street
3 town
3 city

sl1 4dx

The Agreement is a Hire Purchase proposed to be made between the Creditor and the Debtor for credit of £7,197.62 to purchase the following goods, namely a FIAT 500 HATCHBACK 0.9 TWINAIR SPORT 3DR (MY10).

3. When the Indemnifier is two or more persons, all obligations of the Indemnifier shall be construed as joint and several and the expression "the Indemnifier" shall mean each of such persons. In this guarantee and indemnity the masculine includes the feminine and the neuter and the singular the plural and vice versa.

4. The Indemnifier hereby requests the Creditor to enter into the Agreement with the Debtor and in consideration of the Creditor so doing undertakes and agrees with the Creditor as follows:-

- A. The Indemnifier hereby guarantees on demand (by way of continuing security) the payment by the Debtor of all sums due under the Agreement and the due performance of the Debtor's obligations there under.
B. The Indemnifier will on demand indemnify the Creditor against all loss, damage, costs and expenses incurred by the Creditor as a result of entering the agreement as if the Indemnifier has entered into the Agreement as the Debtor.
C. The Indemnifier's liability under this guarantee and indemnity shall not be impaired or discharged by reason of any time or other indulgence granted by the Creditor to the Debtor or by reason of any arrangement entered into or composition agreed by the Creditor modifying (by operation of law or otherwise) the rights and remedies of the Creditor or of any mission on the part of the Creditor to enforce any of its rights against the Debtor.
D. Without prejudice to the generality of paragraph C above, the Creditor shall be at liberty without thereby affecting his rights against the Indemnifier to vary exchange, abstain from perfecting or release any other securities held or to be held by the Creditor for or on account of the monies intended to be hereby secured or any part thereof.
E. The Indemnifier shall rank in any insolvency in respect of any sum paid by the Indemnifier hereunder and in respect of any other rights which may accrue to the Indemnifier in respect of any sum so paid and be entitled to enforce the same only after all sums hereby secured have been paid.
F. Any security for the time being held by the Indemnifier from the Debtor in respect of this guarantee and indemnity shall be held in trust for the Creditor as security for the liability of the Indemnifier hereunder.

- G. This guarantee and indemnity shall be in addition to any other guarantee, indemnity or other security for the Debtor which the Creditor may now or hereafter hold.
H. The Creditor may place and money received from the Indemnifier under this guarantee and indemnity and keep it to the credit of a suspense account for so long as the Creditor thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liability due, owing or incurred by the Debtor to the Creditor. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy, composition or arrangement the Creditor may prove for and agree any dividend or composition in respect of the whole or any part of such money and liability in the same manner as if this guarantee and indemnity had not been given.
5. The Identifier acknowledges that when this guarantee and indemnity was presented or sent for the purpose of being signed there was also presented or sent a copy (or copies if more than one indemnifier) of this guarantee and indemnity.

This is a guarantee and indemnity subject to the Consumer Credit Act 1974. If the debtor fails to keep to his agreement with the creditor, YOU MAY HAVE TO PAY INSTEAD and fulfil any other obligations under this guarantee and indemnity. Sign only if you want to be legally bound by its terms

date of indemnifier's signature
witness to indemnifier's signature (signature of witness)
name of witness
address of witness
occupation (if this guarantee and indemnity is executed in Scotland)
second witness to indemnifier's signature (signature of witness)
name of witness
Address of witness
occupation

IMPORTANT - YOU SHOULD READ THIS CAREFULLY YOUR RIGHTS

The Consumer Credit Act 1974 covers this guarantee and indemnity and lays down certain requirements for your protection. If they are not carried out the creditor cannot enforce the guarantee and indemnity against you without a court order.

Until the agreement between the creditor and the debtor has been made, you can change your mind about giving the guarantee and indemnity. If you wish to withdraw, you must give WRITTEN notice to the creditor which must reach him BEFORE the main agreement is made. Once it has been made you can no longer change your mind.

Under this guarantee and indemnity YOU MAY HAVE TO PAY INSTEAD of the debtor and fulfil any other obligations under the guarantee and indemnity. (But you cannot be made to pay more than they could pay unless they are

under 18.) However, if the debtor fails to keep to his side of the agreement, the creditor must send him a default notice (and a copy to you) giving him a chance to put things right before any claim is made on you.

If you would like to know more about your rights under the Act, you should contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

