



# Hire Purchase Agreement Vehicle (unregulated)

Agreement Number:



### Our details

Investec Asset Finance plc, Reading International Business Park, Reading, RG2 6AA, 0330 123 9613, iaf@investec.co.uk, www.investec.co.uk/assetfinance

### Your details

Hirer's full name

Address

Post code

### Vehicle Information

New/Used	Make and Model	Description of Goods	Chassis/Serial Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Registration No. <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Registration No. <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Registration No. <input type="text"/>

### Key Financial Information

#### Financial details

Cash price (excluding VAT)	(a)	£ <input type="text"/>
VAT @ <input type="text"/> %	(b)	£ <input type="text"/>
Total cash price (including VAT)	(c)	£ <input type="text"/>
Less deposit	(d)	£ <input type="text"/>
Less part exchange	(e)	£ <input type="text"/>
Sub-total	(f)	£ <input type="text"/>
Add finance charges	(g)	£ <input type="text"/>
Add acceptance fee (payable with first rental)	(h)	£ <input type="text"/>
<b>Balance of hire (f + g + h)</b>	(i)	£ <input type="text"/>

#### Rental details

Number	Payment frequency	Rental
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>

The deposit is payable on signing by the Hirer. If we sign and accept this Agreement on or before the 17th day of the month, then the Start Date will be the 1st day of the month in which we sign and accept the Agreement. If we sign and accept this Agreement on or after the 18th day of the month, then the Start Date will be the 1st day of the following month. Rentals will commence on the date falling one month or (if quarterly payments have been specified above) 3 months after the Start Date, and will continue on the same date in each subsequent month or quarter, as appropriate. A documentation fee of £  inclusive of VAT is payable with the first Rental. An annual administration fee of £42.00 (Inclusive of VAT) is payable on each anniversary of the Start Date. On expiry of the Agreement, the Hirer has the option to purchase the Vehicle for £180.00 (Inclusive of VAT) as provided in Clause 3. VAT number: 480 9126 39

### Your signature

Signature(s) of Hirer(s)	Client signature(s)
PLEASE PRINT	
Name(s) of signatory	
Position(s) of signatory	
Under this Agreement the goods do not become your property and you must not sell them.	

PLEASE PRINT	
Signature of witness	Witness signature
Name of witness	
Address of witness	

ACCEPTANCE BY INVESTEC ASSET FINANCE PLC:

Authorised signatory

Investec signature

Date

For and on behalf of Investec Asset Finance plc

You apply to Investec Asset Finance plc ("us") to hire Vehicle. If we accept your application we will do so in reliance of your acknowledgement by signing this Agreement that:

1. you have read and understood the Terms and Conditions on page 3; including the statements on pages 2 and 4;
2. the supplier of the Vehicle identified overleaf (if any) is not our agent and that this is the whole Agreement between us, and the Vehicle has not previously been in your possession;
3. all the information stated above is accurate and was complete at the time of signature; and
4. you confirm the mileage as stated on page 2

**FOR INDIVIDUALS ONLY:** If the Agreement relates to the purchase of a vehicle and you have not provided a current high net worth statement, in addition to the business declaration above you declare that: The above vehicle is purchased predominantly for business use and you are entering the Agreement predominantly for the purposes of a business carried on by you or intended to be carried on by you, and The Total Anticipated Annual Mileage and Percentage Annual Business Mileage (as shown below) are accurate representations of your historical and predicted business use

Total Anticipated Annual Mileage  miles Percentage Annual Business Mileage this must be greater  %  
 than 66% of the Total Anticipated Annual Mileage

You undertake that where requested to do so by us from time to time, you shall, no later than 14 days of receipt of such a request, provide to us a statement from your accountant to certify that the total mileage undertaken for business purposes in respect of the Vehicle exceeds the Percentage Annual Business Mileage set out above.

**Declaration for exemption relating to businesses** (articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)  
 I am/We are entering this agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried on by me/us.  
 I/We understand that I/we will not have the benefit of the protection and remedies that would be available to me/us under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.  
 I/We understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.  
 I am/We are aware that, if I am/we are in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we should seek independent legal advice.

**Declaration by high net worth borrower or hirer** (articles 60H(1) and 60Q of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)  
 I confirm that I have received a copy of the statement of high net worth made in relation to me for the purposes of article 60H(1)(d) or article 60Q(c) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.  
 I understand that by making this declaration I will not have the benefit of the protection and remedies that would be available to me under the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.  
 I understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.  
 I am aware that if I am in any doubt as to the consequences of making this declaration then I should seek independent legal advice.

Signature of Hirer Client signature Print Name \_\_\_\_\_ Title of Signatory \_\_\_\_\_

The above declaration by high net worth debtor or hirer only applies if accompanied by a current high net worth statement.

**Important – use of your information**

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

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

I consent to receive marketing by email or other electronic means.

If you wish to stop receiving marketing or market research from the Investec Group please contact us via [iafcustomerservices@investec.co.uk](mailto:iafcustomerservices@investec.co.uk)

If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total credit provided to you under this Agreement is more than £25,000 and you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

**Your contact details**

Title _____	Surname _____
Position in company/firm _____	E-mail address _____
Telephone number _____	Fax number _____
Description of business _____	Number of years established _____
Company reg. number _____	Parent company reg. number _____
Address _____	Post code _____

**Your supplier's details**

Company name _____	Telephone number _____
Sales person _____	Telephone number _____

**Checklist for hirer**

- Clients who are introduced to hire agreements by vehicle suppliers are recommended to take the following steps:
1. Make it clear within your own organisation who can sign such agreements.
  2. Ensure that the supplier of any vehicle involved is a reputable and an accredited supplier of the vehicle involved.
  3. Check the name of the leasing company, and where relevant its parent company, on the page of the lease agreement which you sign and whether this company is a member of the Finance and Leasing Association. FLA members are required to ensure that their contacts are clear and unambiguous.
  4. Ensure with the supplier that the vehicle is new, or if not that you are content that used or refurbished vehicles are suitable.
  5. Always ensure that the completed contract corresponds with any verbal or written quotation and, for copiers, a lease proposal sheet supplied via the sales person or negotiator involved.
  6. Read your contract carefully **before** signing it and ensure it is correct, particularly in respect of the rental amount and period of time of hire. Never sign an agreement which is not fully completed.
  7. Make sure you understand and agree with all the terms and conditions of the contract and, if you are unsure, seek advice.
  8. Make sure you understand the costs involved and whether the agreement allows for any automatic increases in charges.
  9. Check the period of hire and any notice period required for its termination and settlement terms to be applied on early termination.
  10. Ensure the length of the agreement is not longer than the expected working life of the vehicle.
  11. Check whether the agreement includes the supply of service(s) and whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully.
  12. If any amendments are made to your contract or a further contract is required to replace an existing agreement – do not sign until you have made the same checks as you did for the original agreement.



Investec Asset Finance plc is a member of the Finance and Leasing Association

Signature(s) of Borrower(s) to confirm you have read and understood

Client signature(s)  
 \_\_\_\_\_  
 Please ensure the same signatories sign above as have signed the Agreement

## 1 HIRING

- 1.1 We are hiring and you are taking on hire for the purposes of your business the Vehicle specified overleaf (including all replacements of and additions to it).

## 2 YOUR OBLIGATIONS

As long as the Vehicle is subject to this Agreement, you must:

### Payments

- 2.1 pay the Rentals, the documentation fee and the other sums specified overleaf (together with value added tax at the then current rate) by direct debit punctually at the times specified overleaf together with any other amount due or payable under this Agreement without previous demand, without set off, counterclaim or deduction. If payment is made by post, it will be at your risk. An administration charge of £35.00 payable on payments made other than by direct debit and if any cheque or direct debit is returned unpaid. You agree to waive your right to receive notice of any amendment to a variable direct debit.

### Delivery of vehicle

- 2.2 inspect the Vehicle on delivery and complete an Acceptance Certificate for it or notify us of any problems within 7 days.

### Maintenance of vehicle

- 2.3 keep the Vehicle in full working order and in compliance with all legal requirements. You must use the Vehicle properly and ensure that it will be safe and without risk to health.  
2.4 not use the Vehicle for racing or as a taxi, or allow any person with a provisional driving licence or with a full driving licence and under the age of 21 years old to drive the Vehicle without our prior written consent.

### Damage loss and repair

- 2.5 from the time of delivery, be entirely responsible for loss of or damage to or caused by the Vehicle and repair or replace it if we so require. You must notify us promptly of any damage or loss.

### Inspection and identification

- 2.6 allow us or anyone else appointed by us access to inspect the Vehicle and if we require allow us to show our ownership of the Vehicle and you must not allow any identification or registration numbers or marks on it to be interfered with.

### Modification of vehicle

- 2.7 not modify or alter the Vehicle except by prior agreement with us and at your expense, but if under any statutory enactment it has to be modified, cause the modification to be made at your expense.

### Movement, sale, etc. prohibited

- 2.8 keep the Vehicle in your sole possession at the Address specified overleaf or within the United Kingdom free and clear from any encumbrance and legal process whatsoever and not sell, assign, mortgage, charge or sub-let the Vehicle or any interest in it or the benefit of this Agreement.

### Insurance

- 2.9 (a) You shall keep the Equipment continuously insured with an insurer approved by us under a full comprehensive policy of insurance, free from restriction or excess, covering the Equipment to its full replacement value against fire, theft, accidental damage and all other risks against which it is commercially prudent to insure, and shall punctually pay all premiums. You must arrange for us to be noted on the insurance policy and be named as loss payee.  
(b) If requested by us, you shall produce satisfactory evidence of such insurance to us. If such evidence is not provided, then we have the right, but not the obligation to either:  
(i) take out its own insurance to insure the Equipment; or  
(ii) take out insurance for you to insure the Equipment.  
And we shall be entitled to recover the costs of doing so from you as and when we incur them, including the full premiums for such insurance. We will give you notice if we do this, and you may arrange your own insurance in accordance with Clause 2.9(a) above at any time.  
(c) If an insurance claim has to be made (either under a policy you take out for yourself or under one we take out for you under clause 2.9(b)(i) above) you will notify us of this and agree that if the policy was taken out by you then we may take over negotiations with the insurance company and settle any claim, and will receive any insurance payments relating to the Equipment. If you receive any such insurance proceeds you must pay such monies to us and until such time shall hold such monies on trust for us.  
(d) In the event that we take out our own insurance under Clause 2.9(b)(i) above you must notify us as soon as possible of any damage to or loss of the Equipment and provide our insurer with a true, complete and accurate statement of loss and any other information that our insurer reasonably requires in support of our claim. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.  
(e) Where the Equipment is lost or destroyed or we notify you in writing that in its opinion the Equipment is incapable of economic repair this Agreement shall come to an end and thereupon we shall have the rights provided in sub-clause 4.3. Any insurance money received by us (whether under a policy you take out or one we take out) shall be applied firstly in payment to us of any sums previously accrued due to us, and if the Equipment is not insured for its full replacement value, or is subject to any restriction in the insurance cover, you will indemnify us against any loss it has suffered as a consequence.  
(f) In every other case of damage this Agreement shall continue and the equipment shall be repaired to our satisfaction at your cost and expense and with the benefit of the insurance monies.  
(g) Your insurance shall include cover for claims brought in respect of or arising from injury or damage caused by the Equipment and any use to which the Equipment is put. The cover shall be sufficient to cover the reasonably foreseeable loss and damage to any person which might arise from the use of the Equipment or at such higher level as we may reasonably determine.

### Indemnities

- 2.10 indemnify us against all loss, damages, costs and expenses suffered or incurred by us as a result of any third party claim howsoever arising out of the state, condition, leasing or use of the Vehicle or arising out of the use of the Vehicle during the period between delivery and its recovery by us, or your valid exercise of your option under clause 3, or loss or damage to the Vehicle.

### Return of vehicle

- 2.11 unless you acquire ownership under clause 3.1, keep the Vehicle free of all liens and return it, at your expense, at the end of the hiring to us or to any other person we specify.

## 3 OWNERSHIP OF THE VEHICLE

- 3.1 Provided that you have paid the Balance of Hire shown overleaf together with any other amounts payable to us under this Agreement and performed all your obligations to us, you will have the option to purchase the Vehicle for £180.00 (Inclusive of VAT) at the expiry of the term of this Agreement. Until you properly exercise that right your rights are solely those of a hirer.

## 4 TERMINATION

- 4.1 You will have committed a repudiatory breach of this Agreement if either of the following events occur after which we may terminate your right to possession of the Vehicle at any time and repossess it:  
(a) a default by you in the payment of any money due under this Agreement for more than 5 days; or  
(b) your failure to remedy any breach of this Agreement, other than a breach relating to the payment of money, within 10 days of written notice from us to you requiring the breach to be remedied.  
4.2 After the occurrence of any of the following events we shall be entitled at any time afterwards to terminate your right to possession of the Vehicle at any time and repossess it:  
(a) an administration, winding up, bankruptcy or sequestration order is made in respect of you, or a receiver, administrator, administrative receiver, trustee in bankruptcy or similar officer is appointed over any of your assets, or you are deemed unable to pay your debts or become apparently insolvent, or there is a meeting of your creditors or a scheme of arrangement or composition is made with your creditors, or (if you are a company) you are liquidated or wound up or pass a resolution for voluntary winding up (other than for a bona fide reconstruction approved by us), or (if you are a partnership) the partnership is dissolved or terminated or you cease or threaten to cease trading, or dispose of a substantial part of your business or there is a change of ownership or control (whether direct or indirect) of you;  
(b) any guarantee we have of your liabilities is not or ceases to be valid binding or enforceable or any of the events referred to in (a) above happens in relation to a guarantor;

- (c) any information you provided to us in connection with this Agreement proves incorrect or you are unable to comply with the terms of any other agreement between you or us; and;  
(d) the Vehicle is lost, destroyed or damaged so as to become a total loss for insurance purposes.  
4.3 On our terminating your right to possession of the Vehicle under clause 4.1 or 4.2:  
(a) you must pay to us immediately together with any value added tax thereon;  
(i) all arrears of Rentals and other amounts due and payable by you under this Agreement; and  
(ii) a sum equal to the aggregate of all Rentals which would, but for such termination or repudiation, have fallen due for payment during the remainder of the term discounted at 2% per annum; and  
(b) you must pay to us, on demand, all expenses and costs incurred by us in retaking possession of the Vehicle and carrying out any necessary repairs to it to put it in the condition in which it should be and/ or enforcing our rights together with any value added tax payable.  
(c) We or anyone we appoint will be entitled to enter upon any premises where the Vehicle is located for the purpose of repossessing it. If we are able to repossess and sell the Vehicle and providing you have paid to us all sums due to us and don't owe us any other monies under any other agreement with us (in which case we may apply the net sale proceeds to that agreement) pay to you an amount equal to:  
(i) the net proceeds of sale of the Vehicle received by us after deduction of any sums we require to recover, our unrecovered expenditure on and investment in the Vehicle (as we may certify);  
(ii) VAT on the proceeds of sale; and  
(iii) to the extent that we have not previously recovered these from you all of our costs and expenses of recovery, storage, insurance, repair and sale of the Vehicle.

## 5 FURTHER STIPULATIONS

### Late payment, etc.

- 5.1 If you are late in paying any sum due to us under this Agreement, you must pay to us on demand any cost or expense incurred by us in obtaining payment together with interest on the overdue sums at Finance House Base Rate from time to time plus 5% per annum on a day-to-day basis from the due date until the date of payment after as well as before judgment. You must also pay on demand the costs (including, but not limited to, costs of letters, tracing fees, debt collection agency and legal costs) which we incur if you change address or otherwise breach the terms of this Agreement, or if we enforce any terms of this Agreement. We may charge £15.00 for each letter sent to you and £10.00 in respect of each telephone call in respect of default under this Agreement, and such other charges as we deem reasonable to cover administration costs incurred in changing the terms of this Agreement or providing any information or additional services at your request.  
5.2 (a) We shall be entitled to consolidate your or any other company in your Group of Companies liabilities under a Relevant Agreement. When calculating any amount due to us under a Relevant Agreement, we may (but shall not be obliged to) at any time without prior notice:  
(i) set-off or apply any debit balances against any credit balances on or under any Relevant Agreement; or  
(ii) set-off or apply:  
(1) any sums paid to us or any other company in your Group of Companies under a Relevant Agreement;  
(2) the net sale proceeds realised on the disposal of the Equipment;  
(3) any net sale proceeds realised on disposal of any other goods the subject of a Relevant Agreement; or  
(4) any damages and/or sums awarded to us or any other company in our Group of Companies following judgment of an issue arising from a Relevant Agreement against any losses realised pursuant to a Relevant Agreement, against any sum due by you or any other company in your Group of Companies to us or any other company in our Group of Companies under a Relevant Agreement.  
(b) The provisions contained in clause 5.2 shall be deemed incorporated and shall apply as if incorporated into all Relevant Agreements which you or any other company in your Group of Companies and we and/or any other company in our Group of Companies have entered into or may enter into in the future.  
(c) For the purposes of this Agreement:  
(i) Group of Companies means any companies which are members of the same group of companies for the purposes of the provisions for group relief contained in Part 5 of the Corporation Tax Act 2010; and  
(ii) Relevant Agreement means this Agreement and any other agreement between us or a member of our Group of Companies and you and/or any member of your Group of Companies.

### Conditions and warranties

- 5.3 We have hired the Vehicle to you on the understanding that you accept the terms set out in clauses 5.4 to 5.7. If we had hired it on any other basis the Rentals payable would have been increased.  
5.4 You must get directly from the manufacturer or supplier of the Vehicle any guarantees or warranties that you require. You will be entitled (so far as we are able to transfer the same) to the benefit of any such guarantees or warranties given by the suppliers or manufacturers to us, but we do not hire the Vehicle subject to any condition, warranty or other terms express or implied, so that, there is excluded (a) in cases where the Vehicle is hired by reference to a description, any condition that the Vehicle will correspond with the description; or (b) any condition of satisfactory quality of the Vehicle; or (c) any condition of fitness of the Vehicle for any particular purpose.  
5.5 Where you deal with us as a Consumer, pursuant to the Consumer Satisfaction (Restrictions on Statements) (Amendment) Order 1978:  
(a) we hire the Vehicle subject to the terms implied by Sections 8, 9, 10 and 11 of the Supply of Goods (Implied Terms) Act 1973 but not subject to any other Condition, Warranty, representation express or implied; and  
(b) no provision on this Agreement shall affect your statutory rights.  
5.6 As a result, we shall not be liable for any fault in the Vehicle (except that we do not exclude or restrict our liability for death or personal injury resulting from our negligence) and you shall not be entitled to any abatement or refund of Rentals in respect of any period during which you are unable to use the Vehicle.  
5.7 No-one other than our employees has any authority to make on our behalf any representation concerning the Vehicle and you acknowledge that you have not relied upon any such representation.

### Waiver

- 5.8 No forbearance or delay by us in enforcing any part of this Agreement or any of our rights or remedies and no grant of time or indulgence by us shall prejudice or diminish our rights or remedies nor shall any waiver by us of any breach by you, operate as a waiver of any subsequent or continuing breach.

### Disclosure, notices and interpretation, etc

- 5.9 Any notice served hereunder shall be sufficiently serviced if sent by pre-paid letter post or fax to the usual or last known place of business of the addressee and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission.  
5.10 Clause headings appear for ease of reference only and do not affect the construction of this Agreement.  
5.11 We reserve the right to put a tracker on the Vehicle prior to delivery to you.  
5.12 This Agreement contains all the terms of the hiring agreed between us. No variation of this Agreement shall be effective unless recorded in writing and signed on behalf of both parties.  
5.13 If more than one person entered into this Agreement as hirer, you are jointly and severally liable for the Hirer's obligations.  
5.14 This Agreement shall be governed by and construed in accordance with English law and you submit to the jurisdiction of the English courts unless your address as stated in this Agreement is in Scotland, in which case this Agreement shall be governed by and construed in accordance with Scots law and you submit to the jurisdiction of the Scottish courts. Your submission to such jurisdiction shall not prevent us taking proceedings arising out of this Agreement against you in any other place which we think appropriate.

## Our Regulator

Investec Asset Finance plc is authorised and regulated by the Financial Conduct Authority for credit-related regulated activities (including hiring). Registered office at Reading International Business Park, Reading, RG2 6AA. Registered in England Number 2179313.

## Ombudsman Scheme

If you have a complaint about this agreement with us or our service, please complain to us first by calling 0330 123 9613 or writing using the details shown above. We will acknowledge your complaint and write to you within 8 weeks either confirming our final position or explaining why we are unable to do so. If you are dissatisfied with how we deal with your complaint and you are not a business customer, you have the right to refer your complaint to the Financial Ombudsman Service by writing to Exchange Tower, London, E14 9SR, by calling 0800 023 4567 or by emailing [complaint.info@financial-ombudsman.org](mailto:complaint.info@financial-ombudsman.org). Businesses may have a right to complain to the Financial Ombudsman Service. The Ombudsman can tell you whether or not he can deal with your complaint. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Signature(s) of Borrower(s) to confirm you have read and understood

Client signature(s)

Please ensure the same signatories sign above as have signed the Agreement

## IMPORTANT – Use of your Personal Information

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

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

## Data That May Be Collected

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

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

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

## Use of Personal Data

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

## Disclosure to Certain Third Parties

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

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

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

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

We will use this information to:

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

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

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

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at each of the three CRAs websites – any of these three addresses will take you to the same CRAIN document:

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

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

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

## Transfer of Personal Data Outside the European Economic Area (“EEA”)

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

## Your rights

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

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

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

## Security

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

## Retention

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

## Marketing

Where you are a corporate customer we and Investec Group may contact you periodically by telephone and/or post to provide information regarding events, products, services and content that may be of interest to you, unless you advise us that you do not wish to receive marketing or market research communications from us. If applicable law requires that we receive your consent before we send you certain types of marketing communications, we will only send you those types of communications after receiving your consent. If you wish to stop receiving marketing or market research communications from Investec you can contact the Data Privacy Officer as described below.

## Enquiries, Requests or Concerns

All enquiries, requests or concerns regarding this Notice or relating to the processing of Personal Data, should be sent to the Data Privacy Officer using the following contact details [AFGDataprivacy@investec.co.uk](mailto:AFGDataprivacy@investec.co.uk)

Signature(s) of Borrower(s) to confirm you have read and understood

Client signature(s)

Please ensure the same signatories sign above as have signed the Agreement



### 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 Investec Asset Finance plc will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Investec Asset Finance plc 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 Investec Asset Finance plc 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 Investec Asset Finance plc asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## Direct Debit Mandate



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

Please fill in the whole form and send it to: Investec Asset Finance plc, Reading International Business Park, Reading, RG2 6AA

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

Bank or Building Society

Address

Post code

Name(s) of account holder(s)

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Sort code

--	--	--	--	--	--

Originator's identification number

6	4	5	9	2	6
---	---	---	---	---	---

Investec Asset Finance plc reference number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

### Instructions to your Bank or Building Society

Please pay Investec Asset Finance plc 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 Investec Asset Finance plc and, if so, details will be passed electronically to my Bank/Building Society. Banks/Building Societies may not accept Direct Debit Instructions for some types of accounts, please refer to the Direct Debit Guarantee shown above.

Signature(s)

Client signature(s)

Date



# Hire Purchase Agreement Vehicle (unregulated)

Agreement Number:



### Our details

Investec Asset Finance plc, Reading International Business Park, Reading, RG2 6AA, 0330 123 9613, iaf@investec.co.uk, www.investec.co.uk/assetfinance

### Your details

Hirer's full name

Address

Post code

### Vehicle Information

New/Used	Make and Model	Description of Goods	Chassis/Serial Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Registration No. <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Registration No. <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Registration No. <input type="text"/>

### Key Financial Information

#### Financial details

Cash price (excluding VAT)	(a)	£ <input type="text"/>
VAT @ <input type="text"/> %	(b)	£ <input type="text"/>
Total cash price (including VAT)	(c)	£ <input type="text"/>
Less deposit	(d)	£ <input type="text"/>
Less part exchange	(e)	£ <input type="text"/>
Sub-total	(f)	£ <input type="text"/>
Add finance charges	(g)	£ <input type="text"/>
Add acceptance fee (payable with first rental)	(h)	£ <input type="text"/>
<b>Balance of hire (f + g + h)</b>	(i)	£ <input type="text"/>

#### Rental details

Number	Payment frequency	Rental
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>

The deposit is payable on signing by the Hirer. If we sign and accept this Agreement on or before the 17th day of the month, then the Start Date will be the 1st day of the month in which we sign and accept the Agreement. If we sign and accept this Agreement on or after the 18th day of the month, then the Start Date will be the 1st day of the following month. Rentals will commence on the date falling one month or (if quarterly payments have been specified above) 3 months after the Start Date, and will continue on the same date in each subsequent month or quarter, as appropriate. A documentation fee of £  inclusive of VAT is payable with the first Rental. An annual administration fee of £42.00 (Inclusive of VAT) is payable on each anniversary of the Start Date. On expiry of the Agreement, the Hirer has the option to purchase the Vehicle for £180.00 (Inclusive of VAT) as provided in Clause 3. VAT number: 480 9126 39

### Your signature

Signature(s) of Hirer(s)	Client signature(s)
PLEASE PRINT	
Name(s) of signatory	
Position(s) of signatory	
Under this Agreement the goods do not become your property and you must not sell them.	

PLEASE PRINT	Witness signature
Signature of witness	
Name of witness	
Address of witness	

ACCEPTANCE BY INVESTEC ASSET FINANCE PLC:

Authorised signatory

Investec signature

Date

For and on behalf of Investec Asset Finance plc

You apply to Investec Asset Finance plc ("us") to hire Vehicle. If we accept your application we will do so in reliance of your acknowledgement by signing this Agreement that:

1. you have read and understood the Terms and Conditions on page 3; including the statements on pages 2 and 4;
2. the supplier of the Vehicle identified overleaf (if any) is not our agent and that this is the whole Agreement between us, and the Vehicle has not previously been in your possession;
3. all the information stated above is accurate and was complete at the time of signature; and
4. you confirm the mileage as stated on page 2

**FOR INDIVIDUALS ONLY:** If the Agreement relates to the purchase of a vehicle and you have not provided a current high net worth statement, in addition to the business declaration above you declare that: The above vehicle is purchased predominantly for business use and you are entering the Agreement predominantly for the purposes of a business carried on by you or intended to be carried on by you, and The Total Anticipated Annual Mileage and Percentage Annual Business Mileage (as shown below) are accurate representations of your historical and predicted business use

Total Anticipated Annual Mileage  miles Percentage Annual Business Mileage this must be greater  %  
 than 66% of the Total Anticipated Annual Mileage

You undertake that where requested to do so by us from time to time, you shall, no later than 14 days of receipt of such a request, provide to us a statement from your accountant to certify that the total mileage undertaken for business purposes in respect of the Vehicle exceeds the Percentage Annual Business Mileage set out above.

**Declaration for exemption relating to businesses** (articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)  
 I am/We are entering this agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried on by me/us.  
 I/We understand that I/we will not have the benefit of the protection and remedies that would be available to me/us under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.  
 I/We understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.  
 I am/We are aware that, if I am/we are in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we should seek independent legal advice.

**Declaration by high net worth borrower or hirer** (articles 60H(1) and 60Q of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)  
 I confirm that I have received a copy of the statement of high net worth made in relation to me for the purposes of article 60H(1)(d) or article 60Q(c) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.  
 I understand that by making this declaration I will not have the benefit of the protection and remedies that would be available to me under the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.  
 I understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.  
 I am aware that if I am in any doubt as to the consequences of making this declaration then I should seek independent legal advice.

Signature of Hirer Client signature Print Name \_\_\_\_\_ Title of Signatory \_\_\_\_\_

The above declaration by high net worth debtor or hirer only applies if accompanied by a current high net worth statement.

**Important – use of your information**

The Investec Group may contact you periodically by telephone and/or post to provide information regarding events, products, services and content that may be of interest to you, unless you advise us that you do not wish to receive marketing or market research from us.  
 Please confirm if you are happy to receive marketing or market research from us by email or other electronic means by ticking the box below:  
 I consent to receive marketing by email or other electronic means.  
 If you wish to stop receiving marketing or market research from the Investec Group please contact us via [iafcustomerservices@investec.co.uk](mailto:iafcustomerservices@investec.co.uk)

If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total credit provided to you under this Agreement is more than £25,000 and you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

**Your contact details**

Title \_\_\_\_\_ First name \_\_\_\_\_ Surname \_\_\_\_\_  
 Position in company/firm \_\_\_\_\_ E-mail address \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_  
 Description of business \_\_\_\_\_  
 \_\_\_\_\_ Number of years established \_\_\_\_\_  
 Company reg. number \_\_\_\_\_ Parent company reg. number \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Post code \_\_\_\_\_

**Your supplier's details**

Company name \_\_\_\_\_  
 Sales person \_\_\_\_\_ Telephone number \_\_\_\_\_

**Checklist for hirer**

- Clients who are introduced to hire agreements by vehicle suppliers are recommended to take the following steps:
1. Make it clear within your own organisation who can sign such agreements.
  2. Ensure that the supplier of any vehicle involved is a reputable and an accredited supplier of the vehicle involved.
  3. Check the name of the leasing company, and where relevant its parent company, on the page of the lease agreement which you sign and whether this company is a member of the Finance and Leasing Association. FLA members are required to ensure that their contacts are clear and unambiguous.
  4. Ensure with the supplier that the vehicle is new, or if not that you are content that used or refurbished vehicles are suitable.
  5. Always ensure that the completed contract corresponds with any verbal or written quotation and, for copiers, a lease proposal sheet supplied via the sales person or negotiator involved.
  6. Read your contract carefully **before** signing it and ensure it is correct, particularly in respect of the rental amount and period of time of hire. Never sign an agreement which is not fully completed.
  7. Make sure you understand and agree with all the terms and conditions of the contract and, if you are unsure, seek advice.
  8. Make sure you understand the costs involved and whether the agreement allows for any automatic increases in charges.
  9. Check the period of hire and any notice period required for its termination and settlement terms to be applied on early termination.
  10. Ensure the length of the agreement is not longer than the expected working life of the vehicle.
  11. Check whether the agreement includes the supply of service(s) and whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully.
  12. If any amendments are made to your contract or a further contract is required to replace an existing agreement – do not sign until you have made the same checks as you did for the original agreement.



Investec Asset Finance plc is a member of the Finance and Leasing Association

Signature(s) of Borrower(s) to confirm you have read and understood

Client signature(s)  
 \_\_\_\_\_  
 Please ensure the same signatories sign above as have signed the Agreement

- 1 HIRING**
- 1.1 We are hiring and you are taking on hire for the purposes of your business the Vehicle specified overleaf (including all replacements of and additions to it).
- 2 YOUR OBLIGATIONS**
- As long as the Vehicle is subject to this Agreement, you must:
- Payments**
- 2.1 pay the Rentals, the documentation fee and the other sums specified overleaf (together with value added tax at the then current rate) by direct debit punctually at the times specified overleaf together with any other amount due or payable under this Agreement without previous demand, without set off, counterclaim or deduction. If payment is made by post, it will be at your risk. An administration charge of £35.00 payable on payments made other than by direct debit and if any cheque or direct debit is returned unpaid. You agree to waive your right to receive notice of any amendment to a variable direct debit.
- Delivery of vehicle**
- 2.2 inspect the Vehicle on delivery and complete an Acceptance Certificate for it or notify us of any problems within 7 days.
- Maintenance of vehicle**
- 2.3 keep the Vehicle in full working order and in compliance with all legal requirements. You must use the Vehicle properly and ensure that it will be safe and without risk to health.
- 2.4 not use the Vehicle for racing or as a taxi, or allow any person with a provisional driving licence or with a full driving licence and under the age of 21 years old to drive the Vehicle without our prior written consent.
- Damage loss and repair**
- 2.5 from the time of delivery, be entirely responsible for loss of or damage to or caused by the Vehicle and repair or replace it if we so require. You must notify us promptly of any damage or loss.
- Inspection and identification**
- 2.6 allow us or anyone else appointed by us access to inspect the Vehicle and if we require allow us to show our ownership of the Vehicle and you must not allow any identification or registration numbers or marks on it to be interfered with.
- Modification of vehicle**
- 2.7 not modify or alter the Vehicle except by prior agreement with us and at your expense, but if under any statutory enactment it has to be modified, cause the modification to be made at your expense.
- Movement, sale, etc. prohibited**
- 2.8 keep the Vehicle in your sole possession at the Address specified overleaf or within the United Kingdom free and clear from any encumbrance and legal process whatsoever and not sell, assign, mortgage, charge or sub-let the Vehicle or any interest in it or the benefit of this Agreement.
- Insurance**
- 2.9 (a) You shall keep the Equipment continuously insured with an insurer approved by us under a full comprehensive policy of insurance, free from restriction or excess, covering the Equipment to its full replacement value against fire, theft, accidental damage and all other risks against which it is commercially prudent to insure, and shall punctually pay all premiums. You must arrange for us to be noted on the insurance policy and be named as loss payee.
- (b) If requested by us, you shall produce satisfactory evidence of such insurance to us. If such evidence is not provided, then we have the right, but not the obligation to either:
- (i) take out its own insurance to insure the Equipment; or
- (ii) take out insurance for you to insure the Equipment.
- And we shall be entitled to recover the costs of doing so from you as and when we incur them, including the full premiums for such insurance. We will give you notice if we do this, and you may arrange your own insurance in accordance with Clause 2.9(a) above at any time.
- (c) If an insurance claim has to be made (either under a policy you take out for yourself or under one we take out for you under clause 2.9(b)(i) above) you will notify us of this and agree that if the policy was taken out by you then we may take over negotiations with the insurance company and settle any claim, and will receive any insurance payments relating to the Equipment. If you receive any such insurance proceeds you must pay such monies to us and until such time shall hold such monies on trust for us.
- (d) In the event that we take out our own insurance under Clause 2.9(b)(i) above you must notify us as soon as possible of any damage to or loss of the Equipment and provide our insurer with a true, complete and accurate statement of loss and any other information that our insurer reasonably requires in support of our claim. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.
- (e) Where the Equipment is lost or destroyed or we notify you in writing that in its opinion the Equipment is incapable of economic repair this Agreement shall come to an end and thereupon we shall have the rights provided in sub-clause 4.3. Any insurance money received by us (whether under a policy you take out or one we take out) shall be applied firstly in payment to us of any sums previously accrued due to us, and if the Equipment is not insured for its full replacement value, or is subject to any restriction in the insurance cover, you will indemnify us against any loss it has suffered as a consequence.
- (f) In every other case of damage this Agreement shall continue and the equipment shall be repaired to our satisfaction at your cost and expense and with the benefit of the insurance monies.
- (g) Your insurance shall include cover for claims brought in respect of or arising from injury or damage caused by the Equipment and any use to which the Equipment is put. The cover shall be sufficient to cover the reasonably foreseeable loss and damage to any person which might arise from the use of the Equipment or at such higher level as we may reasonably determine.
- Indemnities**
- 2.10 indemnify us against all loss, damages, costs and expenses suffered or incurred by us as a result of any third party claim howsoever arising out of the state, condition, leasing or use of the Vehicle or arising out of the use of the Vehicle during the period between delivery and its recovery by us, or your valid exercise of your option under clause 3, or loss or damage to the Vehicle.
- Return of vehicle**
- 2.11 unless you acquire ownership under clause 3.1, keep the Vehicle free of all liens and return it, at your expense, at the end of the hiring to us or to any other person we specify.
- 3 OWNERSHIP OF THE VEHICLE**
- 3.1 Provided that you have paid the Balance of Hire shown overleaf together with any other amounts payable to us under this Agreement and performed all your obligations to us, you will have the option to purchase the Vehicle for £180.00 (Inclusive of VAT) at the expiry of the term of this Agreement. Until you properly exercise that right your rights are solely those of a hirer.
- 4 TERMINATION**
- 4.1 You will have committed a repudiatory breach of this Agreement if either of the following events occur after which we may terminate your right to possession of the Vehicle at any time and repossess it:
- (a) a default by you in the payment of any money due under this Agreement for more than 5 days; or
- (b) your failure to remedy any breach of this Agreement, other than a breach relating to the payment of money, within 10 days of written notice from us to you requiring the breach to be remedied.
- 4.2 After the occurrence of any of the following events we shall be entitled at any time afterwards to terminate your right to possession of the Vehicle at any time and repossess it:
- (a) an administration, winding up, bankruptcy or sequestration order is made in respect of you, or a receiver, administrator, administrative receiver, trustee in bankruptcy or similar officer is appointed over any of your assets, or you are deemed unable to pay your debts or become apparently insolvent, or there is a meeting of your creditors or a scheme of arrangement or composition is made with your creditors, or (if you are a company) you are liquidated or wound up or pass a resolution for voluntary winding up (other than for a bona fide reconstruction approved by us), or (if you are a partnership) the partnership is dissolved or terminated or you cease or threaten to cease trading, or dispose of a substantial part of your business or there is a change of ownership or control (whether direct or indirect) of you;
- (b) any guarantee we have of your liabilities is not or ceases to be valid binding or enforceable or any of the events referred to in (a) above happens in relation to a guarantor;

- (c) any information you provided to us in connection with this Agreement proves incorrect or you are unable to comply with the terms of any other agreement between you or us; and;
- (d) the Vehicle is lost, destroyed or damaged so as to become a total loss for insurance purposes.
- 4.3 On our terminating your right to possession of the Vehicle under clause 4.1 or 4.2:
- (a) you must pay to us immediately together with any value added tax thereon;
- (i) all arrears of Rentals and other amounts due and payable by you under this Agreement; and
- (ii) a sum equal to the aggregate of all Rentals which would, but for such termination or repudiation, have fallen due for payment during the remainder of the term discounted at 2% per annum; and
- (b) you must pay to us, on demand, all expenses and costs incurred by us in retaking possession of the Vehicle and carrying out any necessary repairs to it to put it in the condition in which it should be and/ or enforcing our rights together with any value added tax payable.
- (c) We or anyone we appoint will be entitled to enter upon any premises where the Vehicle is located for the purpose of repossessing it. If we are able to repossess and sell the Vehicle and providing you have paid to us all sums due to us and don't owe us any other monies under any other agreement with us (in which case we may apply the net sale proceeds to that agreement) pay to you an amount equal to:
- (i) the net proceeds of sale of the Vehicle received by us after deduction of any sums we require to recover, our unrecovered expenditure on and investment in the Vehicle (as we may certify);
- (ii) VAT on the proceeds of sale; and
- (iii) to the extent that we have not previously recovered these from you all of our costs and expenses of recovery, storage, insurance, repair and sale of the Vehicle.

## 5 FURTHER STIPULATIONS

### Late payment, etc.

- 5.1 If you are late in paying any sum due to us under this Agreement, you must pay to us on demand any cost or expense incurred by us in obtaining payment together with interest on the overdue sums at Finance House Base Rate from time to time plus 5% per annum on a day-to-day basis from the due date until the date of payment after as well as before judgment. You must also pay on demand the costs (including, but not limited to, costs of letters, tracing fees, debt collection agency and legal costs) which we incur if you change address or otherwise breach the terms of this Agreement, or if we enforce any terms of this Agreement. We may charge £15.00 for each letter sent to you and £10.00 in respect of each telephone call in respect of default under this Agreement, and such other charges as we deem reasonable to cover administration costs incurred in changing the terms of this Agreement or providing any information or additional services at your request.
- 5.2 (a) We shall be entitled to consolidate your or any other company in your Group of Companies liabilities under a Relevant Agreement. When calculating any amount due to us under a Relevant Agreement, we may (but shall not be obliged to) at any time without prior notice:
- (i) set-off or apply any debit balances against any credit balances on or under any Relevant Agreement; or
- (ii) set-off or apply:
- (1) any sums paid to us or any other company in our Group of Companies under a Relevant Agreement;
- (2) the net sale proceeds realised on the disposal of the Equipment;
- (3) any net sale proceeds realised on disposal of any other goods the subject of a Relevant Agreement; or
- (4) any damages and/or sums awarded to us or any other company in our Group of Companies following judgment of an issue arising from a Relevant Agreement against any losses realised pursuant to a Relevant Agreement, against any sum due by you or any other company in your Group of Companies to us or any other company in our Group of Companies under a Relevant Agreement.
- (b) The provisions contained in clause 5.2 shall be deemed incorporated and shall apply as if incorporated into all Relevant Agreements which you or any other company in your Group of Companies and we and/or any other company in our Group of Companies have entered into or may enter into in the future.
- (c) For the purposes of this Agreement:
- (i) Group of Companies means any companies which are members of the same group of companies for the purposes of the provisions for group relief contained in Part 5 of the Corporation Tax Act 2010; and
- (ii) Relevant Agreement means this Agreement and any other agreement between us or a member of our Group of Companies and you and/or any member of your Group of Companies.

### Conditions and warranties

- 5.3 We have hired the Vehicle to you on the understanding that you accept the terms set out in clauses 5.4 to 5.7. If we had hired it on any other basis the Rentals payable would have been increased.
- 5.4 You must get directly from the manufacturer or supplier of the Vehicle any guarantees or warranties that you require. You will be entitled (so far as we are able to transfer the same) to the benefit of any such guarantees or warranties given by the suppliers or manufacturers to us, but we do not hire the Vehicle subject to any condition, warranty or other terms express or implied, so that, there is excluded (a) in cases where the Vehicle is hired by reference to a description, any condition that the Vehicle will correspond with the description; or (b) any condition of satisfactory quality of the Vehicle; or (c) any condition of fitness of the Vehicle for any particular purpose.
- 5.5 Where you deal with us as a Consumer, pursuant to the Consumer Satisfaction (Restrictions on Statements) (Amendment) Order 1978:
- (a) we hire the Vehicle subject to the terms implied by Sections 8, 9, 10 and 11 of the Supply of Goods (Implied Terms) Act 1973 but not subject to any other Condition, Warranty, representation express or implied; and
- (b) no provision on this Agreement shall affect your statutory rights.
- 5.6 As a result, we shall not be liable for any fault in the Vehicle (except that we do not exclude or restrict our liability for death or personal injury resulting from our negligence) and you shall not be entitled to any abatement or refund of Rentals in respect of any period during which you are unable to use the Vehicle.
- 5.7 No-one other than our employees has any authority to make on our behalf any representation concerning the Vehicle and you acknowledge that you have not relied upon any such representation.

### Waiver

- 5.8 No forbearance or delay by us in enforcing any part of this Agreement or any of our rights or remedies and no grant of time or indulgence by us shall prejudice or diminish our rights or remedies nor shall any waiver by us of any breach by you, operate as a waiver of any subsequent or continuing breach.

### Disclosure, notices and interpretation, etc

- 5.9 Any notice served hereunder shall be sufficiently serviced if sent by pre-paid letter post or fax to the usual or last known place of business of the addressee and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission.
- 5.10 Clause headings appear for ease of reference only and do not affect the construction of this Agreement.
- 5.11 We reserve the right to put a tracker on the Vehicle prior to delivery to you.
- 5.12 This Agreement contains all the terms of the hiring agreed between us. No variation of this Agreement shall be effective unless recorded in writing and signed on behalf of both parties.
- 5.13 If more than one person entered into this Agreement as hirer, you are jointly and severally liable for the Hirer's obligations.
- 5.14 This Agreement shall be governed by and construed in accordance with English law and you submit to the jurisdiction of the English courts unless your address as stated in this Agreement is in Scotland, in which case this Agreement shall be governed by and construed in accordance with Scots law and you submit to the jurisdiction of the Scottish courts. Your submission to such jurisdiction shall not prevent us taking proceedings arising out of this Agreement against you in any other place which we think appropriate.

## Our Regulator

Investec Asset Finance plc is authorised and regulated by the Financial Conduct Authority for credit-related regulated activities (including hiring). Registered office at Reading International Business Park, Reading, RG2 6AA. Registered in England Number 2179313.

## Ombudsman Scheme

If you have a complaint about this agreement with us or our service, please complain to us first by calling 0330 123 9613 or writing using the details shown above. We will acknowledge your complaint and write to you within 8 weeks either confirming our final position or explaining why we are unable to do so. If you are dissatisfied with how we deal with your complaint and you are not a business customer, you have the right to refer your complaint to the Financial Ombudsman Service by writing to Exchange Tower, London, E14 9SR, by calling 0800 023 4567 or by emailing [complaint.info@financial-ombudsman.org](mailto:complaint.info@financial-ombudsman.org). Businesses may have a right to complain to the Financial Ombudsman Service. The Ombudsman can tell you whether or not he can deal with your complaint. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Signature(s) of Borrower(s) to confirm you have read and understood

Client signature(s)

Please ensure the same signatories sign above as have signed the Agreement



## IMPORTANT – Use of your Personal Information

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

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

## Data That May Be Collected

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

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

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

## Use of Personal Data

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

## Disclosure to Certain Third Parties

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

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

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

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

We will use this information to:

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

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

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

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at each of the three CRAs websites – any of these three addresses will take you to the same CRAIN document:

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

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

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

## Transfer of Personal Data Outside the European Economic Area (“EEA”)

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

## Your rights

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

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

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

## Security

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

## Retention

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

## Marketing

Where you are a corporate customer we and Investec Group may contact you periodically by telephone and/or post to provide information regarding events, products, services and content that may be of interest to you, unless you advise us that you do not wish to receive marketing or market research communications from us. If applicable law requires that we receive your consent before we send you certain types of marketing communications, we will only send you those types of communications after receiving your consent. If you wish to stop receiving marketing or market research communications from Investec you can contact the Data Privacy Officer as described below.

## Enquiries, Requests or Concerns

All enquiries, requests or concerns regarding this Notice or relating to the processing of Personal Data, should be sent to the Data Privacy Officer using the following contact details [AFGDataprivacy@investec.co.uk](mailto:AFGDataprivacy@investec.co.uk)

Signature(s) of Borrower(s) to confirm you have read and understood

Client signature(s)

Please ensure the same signatories sign above as have signed the Agreement

