



Reference: \_\_\_\_\_

## HIRE-PURCHASE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Between Moneyway, One Arleston Way, Solihull B90 4LH ("we" "us") and you, the customer(s) named below, on the terms set out below and on the following pages.

<b>Customer 1</b> Name _____ Address _____	<b>Customer 2</b> Name _____ Address _____
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### KEY FINANCIAL INFORMATION

Principal Agreement (Hire-Purchase) terms, shown below, and on the following pages.

Amount of credit £\_\_\_\_\_ Term \_\_\_\_\_ months  
Total amount payable £\_\_\_\_\_ APR \_\_\_\_\_%

Total amount payable (less deposit) is payable by a first instalment comprising the Acceptance Fee of \_\_\_\_\_ followed by \_\_\_\_\_ instalments, each in the sum of £\_\_\_\_\_. An Option to Purchase Fee of \_\_\_\_\_ will be payable at the same time as the final instalment if you choose to purchase the vehicle mentioned below.

Each instalment is due and payable on the same day of each consecutive month commencing one month from the date of this Agreement or such later date as may be agreed.

### OTHER FINANCIAL INFORMATION

Description of vehicle \_\_\_\_\_  
Registration Mark \_\_\_\_\_  
Total cash price incl VAT £\_\_\_\_\_ Deposit: \_\_\_\_\_  
Consisting of: Cash \_\_\_\_\_  
Part Exchange \_\_\_\_\_

Total charge for credit \_\_\_\_\_  
Consisting of: Acceptance fee \_\_\_\_\_  
Option to purchase fee \_\_\_\_\_  
Interest \_\_\_\_\_

The interest charged is calculated on the basis of the anticipated balance outstanding from month to month at a rate of \_\_\_\_\_ % p.a (taking into account monthly compounding) and is added to the account at the date of this Principal Agreement.

Unless you pay the outstanding balance under this Principal Agreement in full, we will apportion any payment made by you under this Agreement towards repayment of the instalments then due under the Principal Agreement and Secondary Agreement, in the proportion which each of those instalments bears to the total amount of those instalments.

### KEY INFORMATION

**Amount payable on early settlement under s94 Consumer Credit Act 1974**  
You can settle this Principal Agreement at any time by paying off the amount you owe, which may be reduced by a rebate. Appearing below are examples indicating the amount payable if you wanted to settle on the date when ¼, ½ or ¾ of the term has passed, or on the first repayment date after each of those dates.

One quarter \_\_\_\_\_, One half \_\_\_\_\_, Three quarters \_\_\_\_\_

The examples are illustrative only and are based on the assumption that all instalments are up to date. No account has been taken of any variation to this Agreement

**Key Information**

**Cancellation rights**

You have no right to cancel this Agreement under the Consumer Credit Act 1974, the Timeshare Act 1992 or the Financial Services (Distance Marketing) Regulations 2004.

**Charges**

We may charge you default interest in accordance with clause 14 of the agreement. We may also require payment of our reasonable charges for (a) processing any payment made other than by direct debit; (b) sending arrears letters, reminders or documents to which you are not entitled; (c) arrears telephone calls; (d) tracing you if you move address without notifying us; (e) finding the Vehicle if it is not at the address given by you; (f) cheques, standing orders or direct debits which are dishonoured, stopped or not paid by you; or (g) late payment charge. Where known at the date of the agreement, our costs for the above are, for (a) £10.00, for (b) £20.00, for (c) £20.00, for (d) £30.00, for (e) £50.00, for (f) £20.00, and for (g) £20.00 and otherwise as notified to you. See also clause 14 of the agreement - costs for enforcing this agreement.

**IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, we cannot enforce this Agreement without getting a court order.

The Act also gives you a number of rights:

- 1) You can settle this Agreement at any time by giving notice in writing and paying off the amount you owe under the Agreement which may be reduced by a rebate. Examples indicating the amount you have to pay appear in the Agreement.
- 2) If you received unsatisfactory goods or services paid for under this Agreement you may have a right to sue the supplier, us or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

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

**MISSING PAYMENTS**

Missing payments could have severe consequences and make obtaining credit more difficult.

**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 \_\_\_\_\_ 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. There may be remaining liability under the agreement for optional insurance.

**REPOSSESSION: YOUR RIGHTS**

If you do not keep your side of this Agreement but you have paid at least one third of the total amount payable under this Agreement, \_\_\_\_\_ we may not take back the goods against your wishes unless we get a court order. (In Scotland we may need to get a court order at any time.) If we do take the goods without your consent or a court order, you have the right to get back any money you have paid under this Agreement.

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

Signature(s)  
of Customer(s)

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

**Before you sign this Agreement please read the following:**

- Read the preceding page first, then this page and then the terms on the following pages.
  - Note clauses 17 on the following pages
- If you settle this Agreement early as set out in the notice "Important etc", above you will own the goods. However, if you terminate this Agreement and make the payment set out above under the heading "Termination: Your Rights", you will have to return the goods to us.
- IMPORTANT: USE OF YOUR INFORMATION** Please read "20. Use of Your Information" within Terms of Agreement before you sign as by signing you are agreeing to this use and disclosure of your information. We may:
- send you information about our products and services and those of other businesses;
  - pass your details to other selected businesses and to anyone who introduced you to us, to send you information about their products and services.
- To stop us doing this, write to us or tick this box
- To stop us or other businesses contacting you by telephone
- To offer you other products or services, write to us or tick this box
- To stop us or other businesses contacting you by email, text/sms, automated calling system or personal fax, tick this box
- Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially. Please read "21. Use of Associated Records" within Terms of Agreement before you sign.

**Combined instalment amount in respect of Principal and Secondary Agreements**

a first instalment (incl Document Fee) of:

followed by 59 instalments, each in the sum of:

followed by a final instalment (incl Option to Purchase Fee, if payable) in the sum of:

Combined Amount of Credit in respect of Principal and Secondary Agreements

Signed for and on behalf of Moneyway Motor Finance

Signature(s):

Date(s) of Signature(s):