

This Hire Purchase Agreement is made between Carlyle Finance of First Floor, Lambourne House, Lambourne Crescent, Llanishen, Cardiff, CF14 5GL a division of FirstRand Bank Limited (London Branch) ("we" or "us" or the "Creditor" or "FirstRand Bank Limited (London Branch)") which expression shall include its successors and assigns) and ("you" or the "Customer").

By this Agreement we agree to let Goods to the Customer and the Customer agrees to take them on hire on the terms set out in this agreement and the Customer agrees to pay any monthly instalments to us on the due dates.

Key Financial Information

	Vehicle HP	Total
Amount of Credit	£3,980.50	
Total Amount Payable	£5,295.92	
Amounts of payments		
Timing of payments	1 monthly payment of starting 1 month after execution of the documents followed by 34 monthly payments of followed by 1 monthly payment of	
Duration	36 Months	

Other Financial Information

Goods details	Vehicle HP
Make:	
Engine size (cc): 998 Chassis / serial number:	
Registration number: Date of first registration:	
Cash price	£4,251.50
Initial Deposit	£271.00
Total charge for credit	£1,044.42
Comprising of:	
Interest	£716.42
Arrangement Fee	£199.00
Optional Option to Purchase Fee	£129.00
Interest Rate	
Interest is calculated by multiplying the Amount of Credit (including, for the vehicle HP, the Arrangement Fee if spread) by the fixed interest rate per annum, and then multiplying it by the duration in months divided by 12 to give the total interest over the duration of the agreement. This is calculated and applied at the commencement of the agreement. If a residual value is chosen it is added to this calculation. Payments are allocated pro-rata across the various components of the outstanding balance, including where relevant capital, fees and default interest.	

Charges

The following charges will be incurred in the event that you fail to make payments or break the terms of this agreement:

Default interest – see clause 1.5

Notice of Default fee, Collections Visit fee, Repossession Fee and Trace/Recovery Fee, First Reminder letter fee, unpaid cheque processing charge, monthly administration charge for being 28 days or more in arrears – such amounts as are specified in our standard tariff sheet, which may change from time to time. A copy of the current standard tariff sheet is included at the end of the terms and conditions.

You may also be liable to us for any other reasonable costs, charges and expenses that we may incur or have to pay to a third party including legal costs which arise out of your breach of this agreement. You may also have to pay other charges in accordance with clause 4 of the terms and conditions.

MISSING PAYMENTS

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

<p>Declaration for exemption relating to businesses (sections 16B and 189(1) and (2) Consumer Credit Act 1974) 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 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 Consumer Credit Act 1974 if this agreement were a regulated agreement under that Act. 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 creditor and the debtor is unfair to the debtor. I am/We are* aware that, if I am/we are* in any doubt as to the consequences of the agreement not being regulated by the Consumer Credit Act 1974 I/we should seek independent legal advice.</p>

The above declaration only applies where the amount of credit exceeds £25,000 and the customer is entering the agreement wholly or predominantly for a business purpose.

<p>Declaration by high net worth debtor or hirer (section 16A(1)(b) Consumer Credit Act 1974) I confirm that I have received a copy of the statement of high net worth made in relation to me for the purposes of section 16A(1)(c) of the Consumer Credit Act 1974. 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 Consumer Credit Act 1974 if this agreement were a regulated agreement under that Act. 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 creditor and the debtor is unfair to the debtor. I am aware that if I am in any doubt as to the consequences of making this declaration I should seek independent legal advice.</p>
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The above declaration only applies where accompanied by a high net worth statement in relation to the customer.

ORIGINAL COPY
AGREEMENT NUMBER

<p>This is a Hire-Purchase Agreement - Sign it only if you want to be legally bound by its terms.</p> <p>Signature(s) of Customer(s) Sign & Date</p> <p>For and on behalf of: Date of Signature(s)</p>	<p>Witness Signature:</p> <p>Witness Full Name: Witness Here</p> <p>Witness Address:</p>
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The goods will not become your property until you have made all payments under this agreement (including the option to purchase fee). You must not sell them before then. Signature by you of this document is an offer on your part to enter into a hire purchase agreement on the terms set out herein. In no circumstances, even if you are in possession of the goods, will it become a binding agreement until it has been accepted by signature for and on behalf of Carlyle Finance.

<p>SIGNATURE ON BEHALF OF CARLYLE FINANCE</p> <p>Signed on behalf of Carlyle Finance:</p>	<p>Date of Agreement:</p>
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DECLARATION OF CUSTOMER

The Customer(s):

Understands that FirstRand Bank Limited (London Branch) as the Owner will rely on the truth of this declaration when deciding whether to accept this agreement.

By signing this agreement the Customer(s) declares that:

- They have read the terms and conditions set out in this agreement and agree to be bound by them
- The above information in this agreement relating to the Customer and the Goods is accurate and complete
- They selected the Goods on their own skill and judgement and did not rely on the skill and judgement of Carlyle Finance or the person(s) who supplied the Goods and have tested the Goods to ensure that they are fully to operate as they require and have established to their satisfaction that the Goods are capable of so operating;
- Warrants that the Goods will be insured under a fully comprehensive insurance policy for the duration of the Agreement

IMPORTANT - USE OF YOUR INFORMATION

We will obtain information about you from 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 the "Use of Your Information" notice overleaf before you sign.

We may transfer your personal data to other companies in our group, or to third parties acting on our behalf, for administrative purposes, processing or for the operation and maintenance of your business with us. If the companies to whom we transfer your personal data are not in the European Economic Area, we will ensure that those companies are bound by obligations to hold your data securely and use it only for the purposes specified in this agreement.

We may disclose your details and/or transfer your data to third parties to whom we propose to assign our rights under this agreement and/or sell the Goods/Equipment, who may use your details for the purpose set out in the notice set out overleaf.

We may disclose certain of your details to the dealer who introduced the hire purchase agreement to you so that that dealer may contact you about its products and services that it believes may be of interest to you. If you do not wish us to disclose details to the dealer please tick the box.

FirstRand Bank Limited may contact you about its products and services and those of its subsidiary and associated companies that it believes may be of interest to you. FirstRand Bank Limited may also pass your details to selected third parties whose products and services it believes may be of interest to you. If you would prefer not to receive marketing promotions from either FirstRand Bank Limited or selected third parties by mail or by telephone please tick the relevant box..

USE OF YOUR INFORMATION

What we will do when you apply:

We will search your record at credit reference and fraud prevention agencies. We may also, in certain limited circumstances, check the record, including credit details, of other members of your family and, if you are a director or partner in a small business, we may also check on your business.

If you give us false or inaccurate information and we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information.

We will use a scoring or other automated decision-making system to assess your application and to verify your identity.

What we will also do when you have an agreement with us:

We will add to your record with the credit reference agencies details of your agreement with us, the payments you make under it, any default or failure to keep its terms and any change of name or address.

Account information given to credit reference agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.

What the credit reference agencies will do:

Whether or not this application proceeds, the credit reference agency will place a record of our search on your credit file. This record (but not our name) will be seen by other organisations when you apply for credit in the future. A large number of applications within a short period of time could affect your ability to obtain credit.

Whether or not this application proceeds, the agencies will link your records and those of your financial associate(s), including any previous and subsequent names. These links will remain on your and their files until you or they tell the agency you are no longer financially linked and the agency accepts this.

The agencies may supply us with credit information, such as previous applications, the conduct of accounts in your and your financial associate's name, any business accounts you have, fraud prevention information and public information such as County Court Judgments, bankruptcies and the Electoral Register.

How we and others use the agency information:

Some information held by the credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:

- prevent fraud and money laundering, for example by checking details on applications for credit and credit-related or other facilities, proposals and claims for all types of insurance and job applications and employee records;

- recover debts that you owe and trace your whereabouts;
- manage credit accounts and other facilities;
- verify your identity;
- make decisions on credit, insurance and other facilities, about you, your financial associate(s), members of your household or your business; and
- carry out statistical analysis to help with decisions about credit and account management.

The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Please write to us at Compliance Department, Carlyle Finance, First Floor, Lambourne House, Lambourne Crescent, Cardiff Business Park, Llanishen, Cardiff, CF14 5GL if you want details of those credit reference and fraud prevention agencies from which we obtain, and to which we pass, information about you. You have a legal right to these details.

You have the right to receive a copy of the information we hold about you if you apply to us in writing. A reasonable fee will be payable to cover our costs.

We may transfer your personal data to other companies in our group, or to third parties acting on our behalf, for administrative purposes, processing or for the operation and maintenance of your business with us. If the companies to whom we transfer your personal data are not in the European Economic Area, we will ensure that those companies are bound by obligations to hold your data securely and use it only for the purposes specified in this agreement.

We may disclose your details and/or transfer your data to third parties to whom we propose to assign our rights under this agreement and/or sell the Goods/Equipment, who may use your details for the purpose set out in this clause.

We may disclose certain of your details to the dealer who introduced the hire purchase agreement to you so that that dealer may contact you about its products and services that it believes may be of interest to you. If you do not wish us to disclose details to the dealer, please tick the box.

FirstRand Bank Limited may contact you about its products and services and those of its subsidiary and associated companies that it believes may be of interest to you. FirstRand Bank Limited may also pass your details to selected third parties whose products and services it believes may be of interest to you. If you would prefer not to receive marketing promotions from either FirstRand Bank Limited or selected third parties by mail or by telephone please tick the relevant box.

The Direct Debit Guarantee



- This Guarantee is offered by all Banks or Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change CARLYLE FINANCE will notify you 14 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by CARLYLE FINANCE or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

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

Please fill in the whole form and return it to:

Carlyle Finance, First Floor, Lambourne House, Lambourne Crescent, Cardiff Business Park, Llanishen, Cardiff, CF14 5GL

1. Name and full postal address of your Bank or Building Society including postcode

To: The Manager,
The Royal Bank Of Scotland Plc
5th Floor
Bath Street
Glasgow
G2 4RS

2. Name(s) of Account Holder(s):

3. Branch Sort Code:



Originator's Identification Number: 8 3 6 5 4 3

4. Bank or Building Society Account Number

5. Reference Number
(to be quoted in full)

Instruction to your Bank or Building Society

Please pay CARLYLE FINANCE 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 CARLYLE FINANCE and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s):

Sign & Date

Date: