



## Disclosure and use of personal data notice

Considering Your Application To help us decide whether to enter into this and any future arrangement with you, we may use :-

- Information you give us including information relating to persons with whom you have a financial association; and
- Information received from inquiries we make of others, including information relating to persons with whom you have a financial association; and
- Information we gain from your performance of this agreement and any other agreement you have with us or with other lenders.

Our inquiries will include searching your record at one or more credit reference agencies who will provide us with credit information as well as information from the Electoral Register and who will keep details of our search whether or not the application proceeds. We may also use a credit scoring or other automated decision -making system to assess your application.

### Use And Disclosure Of Your Information

We will check your details with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applications and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

We will give to one or more credit reference agencies:-

- Information we hold about you; and
- Information about your agreement; and
- Information about your payment record.

We may also give this information to anyone who introduced you to us.

Information given to credit reference agencies and fraud prevention agencies and the details of our search will be shared with and cross-checked by other businesses to:-

- assess applications for credit and financial services made by you and where relevant members of your household;
- trace debtors, recover debt, prevent money laundering and fraud, and to manage your accounts;
- help make decisions on motor, credit, life and other insurance proposals and insurance claims, for you and members of your household;
- carry out statistical analysis; and
- make decisions about matters arising from the administration of your agreements.

For these purposes we or they may make further searches. Although these searches will be added to your record, they will not be shared with others.

We may also give to :-

- The credit insurer covering your agreement (if applicable)
- Anyone acting on your behalf; and
- Any indemnifier of your agreement

Information about you and your agreement which may be necessary for the purposes of underwriting, administration, claims handling, payment /settlement and fraud prevention (which could include passing details to other insurers).

Marketing We may also use information about you, or give it to:-

- The importer or manufacturer of the Vehicle
- Franchised dealers of the importer or manufacturer
- Credit protection insurers
- Other Companies within our Group of Companies

to provide you with news of services or products which we consider may be of interest to you.

For this purpose and for the purposes of market research and statistical analysis, you may be contacted by post, telephone, email, fax or other means.

You have a legal right to stop us from contacting you or giving your details to others for direct marketing purposes if you ask us in writing at the address shown overleaf.

## Terms

We (Volkswagen Financial Services (UK) Limited trading as Audi Finance of Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR) agree to hire to you, and you agree to hire from us, the Vehicle described on page 1 of this Agreement for the period shown on page 1 ('the Hiring Period') on the following terms.

References to the Vehicle include all accessories and any new or replacement parts and/or additions in or on the Vehicle.

### **1 Making this Agreement**

This Agreement is made, and you will start hiring the Vehicle, on the date of our signature on page 1 of this Agreement.

### **2 Payment**

- 2.1 By the time this Agreement is made you must pay us the acceptance fee and the initial rentals and initial optional maintenance charges (if any) shown on page 1.
- 2.2 You must pay the rentals and optional maintenance charges (if any) shown on page 1 (plus VAT as provided by Term 2.6 below) at the times stated. If you do not pay any rental or other payment by the time it is due, we can terminate this Agreement as stated in Term 7.
- 2.3 If you do not pay any rental by the time it is due we will charge interest on the unpaid amount from the date it is due until the date it is paid. The rate of interest will be 5% per annum above Finance House Base Rate from time to time current.
- 2.4 We will charge you an administration fee of up to £25 (plus VAT) for each unpaid, rejected or cancelled cheque, standing order or direct debit and for each reminder letter, notice or call we make on you.
- 2.5 If you change the registration number of the Vehicle you must tell us at once. We may charge you an administration fee of up to £50 (including VAT) which you must pay immediately. The new registration number will belong to the Vehicle.
- 2.6 You must pay VAT at the rate from time to time in force on each rental, acceptance fee and optional maintenance charge (if any) payable under this Agreement.
- 2.7 The rentals shown on page 1 are calculated assuming that the rate of Corporation Tax in force at the time this Agreement is made will not change during the Hiring Period. This is called the 'Assumed Rate'. If you want to know what the Assumed Rate is we will tell you. If the rate of Corporation Tax goes above the Assumed Rate we may adjust the rentals so that our rate of return after tax remains the same. We will notify you in writing if any such adjustment is to be made. Any such adjustment will take effect immediately. If the hiring of the Vehicle terminates (or is terminated) before any such adjustment is made you will have to pay us, when we ask, a further rental of an amount calculated to ensure that our rate of return after tax remains the same. All our calculations are final and are binding on you.
- 2.8 If you owe us money under another agreement, we can take any payment that you make under this Agreement as payment against the other debt. You must pay VAT at the rate from time to time in force on each rental, acceptance fee and optional maintenance charge (if any) payable under this Agreement.

### **3 Substitute vehicle**

At any time during the Hiring Period we may substitute the Vehicle with another vehicle of similar model, age and condition. The terms of this Agreement shall then apply to the substitute vehicle. Any substitution of a vehicle will not affect your or our existing rights.

### **4 Restrictions relating to the Vehicle**

- 4.1 You must keep the Vehicle in your possession and control and must not sell or otherwise dispose of it or attempt to do so. You must immediately pay any amount needed to remove any lien or other right another person may have over the Vehicle. You must not use the Vehicle as security for a loan or other obligation.
- 4.2 You must not allow the Vehicle to be taken outside the United Kingdom without our permission.
- 4.3 You must not use the Vehicle, or allow it to be used, for racing, trials or rallying or for the carrying of goods or passengers for hire or reward.
- 4.4 You must pay all licence fees, taxes, insurance premiums, fines and other payments associated with the Vehicle or arising out of or as a result of the seizure of the vehicle by any statutory authorities as they fall due.
- 4.5 If we make any of the payments which this Term 4 requires you to make, you must pay us back when we ask you to do so.
- 4.6 You must keep the Vehicle in good repair and condition. You will be responsible for any damage to or deterioration of the Vehicle except through fair wear and tear.
- 4.7 You must allow us to inspect the Vehicle at all reasonable times.
- 4.8 You must tell us at once if you change address. If you do not, you must pay us, when we ask, any expenses we incur in tracing you.
- 4.9 You must not make any addition or alteration to the Vehicle without our written consent.

### **5 Insuring the Vehicle**

- 5.1 While this Agreement is in force you must keep the Vehicle comprehensively insured, for its full value. You must give us details of the policy if we ask you to and you must tell the insurer that we own the Vehicle.
- 5.2 You agree that we may act as your agent to negotiate, enforce and agree to any insurance claim for loss of or damage to the Vehicle. Money payable under the insurance policy upon a total loss claim is assigned by this Agreement by you to us and shall be paid by the insurer to us and you instruct the insurer to make such payment. We are authorised to give the insurer a receipt for the insurance money.
- 5.3 If the Vehicle is lost, damaged or destroyed so as to become an actual, arranged or constructive total loss you must pay us, when we ask, such sum as will equal the amount calculated in accordance with Term 8.2.

- 5.4 If we do not receive the money payable under your insurance policy on a total loss claim, you must pay us, when we ask, an amount equal to the value of the Vehicle immediately before its total loss, damage or destruction.
- 5.5 If the hiring of the Vehicle is terminated, your interest in the insurance will pass to us and we will be entitled to the benefit of the insurance and all claims under it.
- 6 Exclusions**
- 6.1 As you have selected the Vehicle, we exclude any express or implied term or condition that the Vehicle complies with any description given of it or is of satisfactory quality. These exclusions do not apply if you are dealing as a consumer or if this is a consumer contract under the Unfair Contract Terms Act 1977 and your statutory rights are not affected.
- 6.2 Any dealer or manufacturer who is involved with this Agreement before or after it starts is not our agent. We are not responsible for anything they say, do or fail to do unless we have given them written authority to act as our agent or are made responsible by law.
- 6.3 We and our agents shall not be liable for any loss, cost or damage relating to your loss or limitation of use of the Vehicle, nor for any loss of profit or any prosecution arising from:
- the condition or any mechanical or other failure of the Vehicle; or
  - the supply of or failure to supply the products and services described in Term 9 (unless we have caused such failure directly by breaking a term of this Agreement) provided that we do not exclude any liability for death or personal injury caused by our own negligence.
- 7 Our right to terminate**
- 7.1 We may terminate the hiring by giving you written notice if any of the following happens:
- 7.1.1 you fail to pay any rental, maintenance charge or other payment under this Agreement by the time it is due;
- 7.1.2 you have given us any untrue statement or false information;
- 7.1.3 you take any steps to sell the Vehicle;
- 7.1.4 the Vehicle is seized or distrained upon or made subject to any court order;
- 7.1.5 you present, or have presented against you, a petition for bankruptcy or for an administration order or your partnership dissolves; or
- 7.1.6 you are a company and a petition to wind up the company is presented or you pass a resolution for voluntary winding up or a receiver is appointed over your assets; or
- 7.1.7 you call a meeting of, or enter into any arrangement with, your creditors to repay your debts; or
- 7.1.8 in Scotland, your estate is sequestrated or your apparent insolvency occurs or you grant a Trust Deed for your creditors;
- 7.1.9 you break any of the terms of this Agreement;
- 7.1.10 you fail to comprehensively insure the Vehicle or keep the Vehicle comprehensively insured.
- 7.2 If we are entitled to or have terminated the hiring, then we may at any time by notice in writing terminate this Agreement.
- 7.3 If you do not pay any rental or maintenance charge by the time it is due, this will amount to your 'repudiation' of this Agreement (meaning that you no longer intend to be bound by it).
- 8 Your Liability**
- 8.1 When the Hiring Period ends or we terminate the hiring (or accept your repudiation of this Agreement) you must return the Vehicle to us immediately, at such address as we may reasonably require, at your own expense together with everything supplied with the Vehicle (including the servicing book) and the registration document and any MOT certificates. If you do not return the Vehicle, we may repossess it and recover from you any expenses we incur. For this purpose you authorise us or our agents to enter any premises which you occupy or control.
- 8.2 If we terminate the hiring, or accept your repudiation of this Agreement, you must pay us:
- all unpaid rentals and any unpaid maintenance charges and other payments due (which shall include interest, where applicable) ; plus
  - as compensation or agreed damages on our acceptance of your repudiation, or as a debt on our termination, the total amount of rentals payable during the Hiring Period (excluding VAT) less the amount of rentals paid or which have become due (excluding VAT) less also an amount (if any) equal to a rebate of rentals calculated at the rate of 4% per annum on the rentals (excluding VAT) which have not become due; plus
  - all our expenses of recovering or trying to recover the Vehicle, repairing or storing it and tracing you (plus VAT); plus
  - an administration charge of up to £100 (including VAT) where this is reasonably required to meet our processing costs.
- 8.3 If we terminate the hiring, or accept your repudiation of this Agreement, we will deduct from any sum you owe us (to reflect early settlement) an amount calculated by us to give credit for any difference in value of the Vehicle resulting from its return to us earlier than anticipated at the outset of this Agreement.
- 8.4 If we terminate the hiring or this Agreement, or accept your repudiation of this Agreement, any refunded road fund licence relating to the Vehicle will belong to us and we can collect the refund.
- 9 Maintenance**
- 9.1 If you keep your side of this Agreement, until the Hiring Period ends or we terminate the hiring we will provide:-
- 9.1.1 road fund licence(s) for the Vehicle (provided that if the cost of the road fund licence goes up after the Agreement is made, you will pay us the amount of the increase when we ask); and
- 9.1.2 the Audi recovery scheme or another vehicle recovery scheme.
- 9.2 If this Agreement is stated on page 1 to include maintenance, we will pay for those of the items listed below which are specified on page 1 as the options to apply:
- Service**  
All works of service arising from proper use of the Vehicle and fair wear and tear excluding maintenance, tyres, accident damage and negligence (for example excluding replacement of windscreens, headlight glass and broken aerials and repair of kerbing damage).
- Maintenance**  
All works of maintenance arising from proper use of the Vehicle and fair wear and tear excluding tyres, accident damage and negligence (for example excluding replacement of windscreens, headlight glass and broken aerials and repair of kerbing damage).
- Replacement Tyres**  
Replacement tyres needed due to fair wear and tear only. (You must pay for replacement tyres where damage is due to other causes such as accident, negligence, kerbing or punctures).
- Replacement vehicle (mechanical defect only)**  
A replacement vehicle of similar type if the Vehicle is unfit for use due to mechanical defect but not due to accident damage. The replacement vehicle will be provided 48 hours after you tell us that the Vehicle is unfit until the Vehicle is again fit for use.
- Replacement vehicle (accident damage only)**  
A replacement vehicle of similar type if the Vehicle is unfit for use due to accident damage provided that you provide a copy of your insurance claim if we ask. The replacement vehicle will be provided 48 hours after you tell us that the Vehicle is unfit for a maximum of 28 days during the Hiring Period.
- 9.3 We will not be responsible for any of the following costs:
- 9.3.1 the cost of any accident repair or repairs to the bodywork of the Vehicle unless it is covered by the manufacturer's paint and bodywork warranties.
- 9.3.2 the cost of replacing tyres damaged by you in a road accident or otherwise
- 9.3.3 costs you incur with anybody who is not an authorised Volkswagen dealer (unless we otherwise authorise them)
- 9.3.4 costs arising from frost or pollution damage or from your misuse or abuse of the Vehicle
- 9.3.5 costs arising from you using fuel of the incorrect specification for the Vehicle or contaminated fuel
- 9.3.6 any costs arising from the use of the Vehicle outside the United Kingdom
- 9.3.7 any costs directly or indirectly caused by your failure to have the Vehicle serviced at the manufacturer's recommended fixed intervals or repaired when necessary
- 9.3.8 any transportation costs, booking fees or other costs arising from MOT tests (except the test fee itself)
- 9.4 You agree to:
- 9.4.1 make sure that the Vehicle is serviced and maintained strictly in line with the manufacturer's recommendations and that scheduled servicing and necessary maintenance is carried out only by authorised Volkswagen dealers
- 9.4.2 follow the procedures set down by us for the use of any Drivecard we issue
- 9.4.3 make sure that any replacement vehicle provided is insured in accordance with Term 5
- 9.4.4 pay for all fuel, oil, grease, water, anti-freeze and other lubricants required between regular servicing and ensure that such items are kept at a satisfactory level
- 9.4.5 make sure that all accident damage repairs are carried out at paint and bodywork shops authorised by us
- 9.4.6 indemnify us against the consequences of anything you do which invalidates the manufacturer's warranties on the Vehicle
- 9.5 You agree to return the Vehicle to us at the end of the Hiring Period in good repair and condition except for fair wear and tear (as defined in the British Vehicle Rental and Leasing Association Fair Wear and Tear Guide, which we will send to you if you ask us.)
- 9.6 If you are in breach of Term 9.5 above we may have such work carried out as is reasonably necessary to restore the Vehicle to a state of good repair and condition and you shall indemnify us against and pay us when we ask all costs and expenses we have incurred or will incur in respect of that work. If you dispute either whether you are in breach of Term 9.5 or the cost of restoring the Vehicle we will refer the matter to the Automobile Association or the Royal Automobile Club for an assessment and you and we agree to abide by such assessment and to give effect to its recommendations.
- 10 Mileage**
- 10.1 You must make sure that the Vehicle does not cover more than:
- 10.1.1 the Maximum Annual Mileage (shown on page 1) in each succeeding period of 12 months starting from the making of this Agreement; and/or
- 10.1.2 the Maximum Total Mileage (shown on page 1)
- 10.2 When we ask, you must pay us the Excess Mileage Charge shown on page 1 (plus VAT) for each mile covered by the Vehicle in excess of the Maximum Annual Mileage or the Maximum Total Mileage
- 10.3 If you have paid Excess Mileage Charges in relation to the Maximum Annual Mileage we will deduct this amount from any Excess Mileage Charge we ask you to pay in relation to the Maximum Total Mileage.
- 10.4 If the mileometer stops working you must have it repaired. You must tell us the date when it stopped working, the recorded mileage at that date and the date when it was repaired. We will calculate an average mileage for the period during which the mileometer was not working based upon the recorded mileage.
- 10.5 If this Agreement terminates early, we will reduce the Maximum Total Mileage in the proportion which the actual period of hire bears to the period of hire originally agreed. Any Excess Mileage Charge will be calculated using the reduced Maximum Total Mileage.

- 10.6 Where the Vehicle is a used vehicle, we will take into account the mileometer reading shown on page 1 in assessing any Excess Mileage Charges payable
- 10.7 We will add to the mileage of the Vehicle the mileage covered by any substitute or replacement vehicle while in your possession and control.

**11 Late Return of the Vehicle**

If you do not return the Vehicle promptly at the end of the Hiring Period or on termination of the hiring, you will pay us compensation when we ask. You agree that the amount of such compensation (being a genuine pre-estimate of the damage we will suffer as a result of such late return) will be a sum equal to one thirtieth of the rental amount shown at (g) on page 1 for each day after the date on which you should have returned the Vehicle up to and including the date on which you actually return the Vehicle or we recover it.

**12 Relaxing the terms of this Agreement**

If we do not enforce, or we delay in enforcing, our rights under this Agreement (for example, our right to terminate it), this does not mean we have given up those rights and we may enforce them at a later date.

**13 If there is more than one hirer**

If two or more people are named as the hirer, these terms apply to each of you jointly and individually. We may take action against any one, or all, of you.

**14 Transferring this Agreement**

You may not transfer this Agreement, or any rights or responsibilities under it, to any other person.

**15 Audi Payment Protection**

If you take out Audi Payment Protection with this Agreement, the following terms also apply:

- 15.1 While this Agreement is in force, to maintain cover you must pay us the monthly premium at the same time as the monthly repayment.
- 15.2 The Audi Payment Protection is a monthly renewable policy.
- 15.3 We will collect the monthly premiums for the insurer.
- 15.4 We can give the insurer any information about you which the insurer asks for and we can approach any person to get that information.
- 15.5 If any insurance money becomes due we can receive this from the insurer. We may keep the money to reduce any rentals or other payments due under this Agreement.
- 15.6 If the hiring or this Agreement terminates, Audi Payment Protection will also terminate and you will have to pay any unpaid monthly premiums.
- 15.7 The dealer who supplies the Vehicle to you will give you a leaflet setting out details of Audi Payment Protection before you sign this Agreement. The insurer will send you a document containing all the terms of Audi Payment Protection after this Agreement is made.