Audi Finance

Agreement Number: 440133229501

Hire Purchase Agreement regulated by the Consumer Credit Act 1974

Parties to this Agreement

(1) Volkswagen Financial Services (UK) Limited trading as Audi Finance, Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR ("we" or "us")

(2) Mr GULAM KHAN
7, Witney Street, SHEFFIELD, S80ZY
("you")

Description of the Vehicle

Make, Model and Variant:			
Mileage (used Vehicles only):		New/Used:	Used
Registration Date:	11 Sep 2012	Registration Number	
VIN/Chassis Number:	WAUZZZ4G9DN044044		

Dealer acting as the credit intermediary Nottingham Audi Abbeyfield Road Lenton Industrial Estate NOTTINGHAM NG7 2SW

Financial Details

Vehicle Cash Price:	£
Less: Advance Payment:	£
Amount of Credit:	£

The Rate of Interest (calculated in the same way as the APR, but excluding fees) is 10.58% pa. This rate is fixed for the duration of this Agreement. The interest payable is calculated at the outset of the Agreement, and is included in the monthly repayments stated below. The APR is 10.6%. The APR is calculated on the following assumptions: repayments commence one month after the credit is drawn down; you make all repayments on the agreed dates; you do not incur any Excess Mileage Charges; and no variation occurs under this Agreement. The Total Amount Payable (comprising the Advance Payment, Amount of Credit, Acceptance Fee, Interest and Option to Purchase fee) is £20,515.19.

Payment

You must pay the Advance Payment to us when you sign this Agreement. You must then make: one repayment of £224.87 on a date set by us (which will be at least one month after the date of this Agreement); followed by 36 monthly repayments of £224.87, on the same date of each successive month; followed by a final payment of £9,785.00 payable 37 months after the date set for the first repayment. The maximum annual mileage is 8000 and the maximum total mileage is 69467. The Excess Mileage Charge payable pursuant to clause 11 of the Terms is 7.2p (incl. VAT) per mile. To exercise the option to purchase the Vehicle, you must add the Option to Purchase Fee of £10.00 to the amount of the final monthly payment stated above.

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 £10,257.60. If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.

Repossession: Your Rights

If you do not keep your side of the agreement but you have paid at least one third of the total amount payable under this agreement, that is £6,838.40 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 that you have paid under this agreement.

Declaration

By signing in the box below, you declare that you:

(i) agree to be legally bound by the Terms of this Agreement as set out in pages 2-3 of this document;

(ii) have received a document headed "Pre-Contract Credit Information" relating to this Agreement, and a copy of this Agreement for you to keep;

(iii) understand that the Vehicle will not become your property until you have made all the payments, and exercised the option to purchase;

(iv) are aware, if the Amount of Credit does not exceed £60,260, of your right to withdraw from this Agreement as explained in Term 6 below;

Your Signature(s)

Date of Signature(s) 23-06-2016

Witness to signature of customer(s):
Signature:...Name:..... WHEaton

Important - Use of Your Information

You have a right to know how we will use your personal information. It is important that you should read the "Use of Your Information" notice before you sign.

Signature on behalf of Volkswagen Financial Services (UK) Limited

Date of Signature: 23/06/2016

Your Personal Details

Time at address:	14 Year(s) 0 Month(s)	Time in business or employment:	0 Year(s) 8 Month(s)
Phone number:		Employer's name & address:	
Marital status:	Single		
Residential status of Property detailed on page 1:	Living with Parents		
Driving licence number:		Business phone number:	
Date of birth:	15 Aug 1990	Bank sort code:	
Business or occupation:	Professional - Financial	Bank account number:	

VAT Details VAT number

Amount of cash price on which VAT is charged:	£ 0.00	VAT Tax Point:	
VAT at 20.00% on the above amount is:	£ 0.00		

Terms

1. Terms of Hire

1.1 We agree to hire the Vehicle to you, and grant you an option to purchase the Vehicle, on the terms set out in this Agreement.

1.2 This Agreement has been signed on our behalf. It will come into effect when you have signed it. It is deemed by the Consumer Credit Act 1974 to be a credit agreement and credit will be treated as provided and drawn down when it comes into effect.

1.3 The Dealer will notify you of the date on which the Vehicle is ready for collection by, or delivery to, you. The contractual hire period will continue until the date specified on page 1 as that on which the final payment is to be made.

1.4 In this Agreement:

- "the Vehicle" means the vehicle described on the page 1 of this Agreement, including all accessories and any new or replacement parts and/or additions to it.
- "Advance Payment", "Repayments" and "Option to Purchase Fee" mean the figures so described under the sections headed "Financial Details" and "Payment" on page 1 of this Agreement.

1.5 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.

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

1.7 You may not transfer this Agreement, or any rights or responsibilities under it, to any other person. We may transfer all or any of our rights under this Agreement, but notice will be given to you before there is any change to the arrangements for servicing of the credit under this Agreement as far as you are concerned.

1.8 During the currency of this Agreement, you must not:

- allow to be presented against you a petition for your bankruptcy or for an administration order, or (if you are a partnership) allow your partnership to dissolve;
- call a meeting of, or enter into any arrangement with, your creditors to repay your debts;
- in Scotland, allow your estate to be sequestrated, or your apparent insolvency to occur, nor must you grant a Trust Deed for your creditors.

2. Payment

2.1 You agree to make the Advance Payment and Repayments on the dates specified on page 1 of this Agreement and/or notified to you under clauses 2.2 and 2.3, and to promptly pay us any other sums which fall due. The timing of all these payments, and your compliance with other terms, is of the essence of this agreement.

2.2 After we have received and processed the Agreement signed by you, we will send you written notice of the date on which the first Repayment is to be made. That notice will be sent in good time before the date specified.

2.3 We may, at our discretion, vary the dates on which Payments and Repayments are to be made under this Agreement if, in the light of information provided by you, we consider that the revised dates would be more convenient for you. We will vary the amount of the Excess Mileage Charge to reflect any change in the applicable rate of VAT. We will give you at least 7 days' notice before any such variations come into effect.

2.4 When you have made all the payments due to us under this Agreement, you will have the option of purchasing the Vehicle. You may exercise this by paying to us the Option to Purchase Fee. If no amount is specified on page 1 for this Fee, you may do so by giving us notice in writing. Until you have exercised this option, the Vehicle will remain our property. Your entitlement to exercise the option will cease on termination of the Agreement.

2.5 Missing payments could have severe consequences and make obtaining credit more difficult. It may lead to us serving a default notice on you, on the expiry of which we may terminate the agreement, with the consequences set out in clause 10. We may in addition take legal action against you. If you still fail to pay us any outstanding monies following judgment against you for those monies, we may apply to the court for a charging order over your property and subsequently apply to the court for its sale.

3. Care and Use of the Vehicle

3.1 While we own the Vehicle, you must:

- keep it in your possession and control and must not sell, hire out or otherwise dispose of it or attempt to do so.
- not use the Vehicle as security for a loan or other obligation.
- not allow the Vehicle to be seized or distrained upon or made subject to any lien or court enforcement by a third party.
- not allow the Vehicle to be taken outside the United Kingdom without our permission except that you may take it to any country within the European Union for up to 60 days in any calendar year.
- not use the Vehicle, or allow it to be used, for racing, trials or rallying, or reward.
- pay the road fund licence and all other licence fees, taxes, insurance premiums, fines, penalties, costs and other payments associated with the Vehicle, including without limitation those arising out of or as a result of the seizure of the Vehicle by any statutory authorities, as they become due.
- keep the Vehicle in good repair and condition, commensurate with its age and mileage.
- allow us to inspect it at all reasonable times and allow us access for this purpose to any premises where the Vehicle is being kept.

3.2 You will be responsible for any damage to or deterioration of the Vehicle which is in excess of fair wear and tear commensurate with the age and mileage of the Vehicle.

3.3 If we make any of the payments which clause 3.1 requires you to make, you must pay us back immediately when we ask you to do so.

4. Insuring the Vehicle
4.1 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.
4.2 You agree that we may act as your agent to negotiate, enforce and agree to any insurance claim for loss or damage to the Vehicle. All money payable under the insurance policy is assigned by this Agreement by you to us. The benefit of any money paid out under the insurance, which is not attributable to the loss or damage to the Vehicle or monies due under this Agreement shall be notified and made available to you. You authorise us to give the insurer a receipt for the insurance money.
4.3 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 together with the repayments already paid and the amount (if any) recovered by us from the insurer equal the balance payable under this Agreement, less any rebate for early payment required by law.
4.4 If the hiring of the Vehicle is terminated, your interest in the insurance relating to the Vehicle will pass to us and we will be entitled to the benefit of such insurance and any claims made in respect of the Vehicle.

5. Statements on Request
If the Amount of Credit does not exceed £60,260, you have the right, pursuant to the Consumer Credit Act 1974 section 77B, to receive on request, and free of charge, at any time throughout the duration of this Agreement, a statement in the form of a table showing: details of each instalment owing under the Agreement, the date each instalment is due, the amount and conditions relating to payment of each instalment and a breakdown of each instalment showing how much of it comprises capital repayment, interest payment and any other charges. The statement will indicate clearly and concisely that the information it contains will be valid only until charges are varied.

6. Right of Withdrawal
6.1 If the Amount of Credit does not exceed £60,260, you have the right to withdraw from this Agreement, without having to give any reason. Should you wish to exercise this right, you must notify us in writing or orally within the withdrawal period at our address, VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED, Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR, or by telephoning us on 0870 0102007. The withdrawal period is 14 days, beginning with the day after the day on which this agreement is made.
6.2 If you exercise that right to withdraw, you must repay us the Amount of Credit, and pay us the interest accrued on it, without undue delay and no later than the end of the period of 30 days beginning with the day after the day on which you give us notice of withdrawal. The interest will accrue at the Daily Rate of £3.98 on each clear day between the date of this Agreement and date on which the payment is received by us as cleared funds. The payment should be sent to VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED, Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR marked for the attention of Customer Services, or you can call us on 0870 0102007 and make the payment by debit card over the telephone. Title in the Vehicle will pass to you when you pay us these sums.
6.3 If the Amount of Credit exceeds £60,260, you will not have the right to withdraw described in clauses 6.1 and 6.2.

7. Early Repayment
7.1 You have a right at any time to make early repayment. To do so, you should give us notice, and pay us some or all of the sums payable by you before you are obliged to do so under the terms of this Agreement. The payment should be made before the end of the period of 28 days, beginning with the day following the day that we receive your notice, or on or before any later date specified in your notice.
7.2 Any such repayment will be applied first to discharge sums which have already fallen due under this Agreement. The balance will then be applied to discharge your indebtedness under this Agreement by the amount paid and any applicable statutory rebate. If the effect of the early repayment is to discharge only part of your indebtedness, we will, at our discretion (subject to any agreement between you and us) elect to apply that sum to reduce either the amount of each future monthly payment, or the number of such payments to be made by you in successive months, and we will notify you of our decision.
7.3 If you discharge all your indebtedness under this Agreement, and pay the Option to Purchase Fee (if any), you may at the same time give notice that you are exercising your option to purchase the Vehicle.

8. Administration Charges
8.1 We will charge you an administration fee of £25 for each unpaid or cancelled cheque, standing order or direct debit.
8.2 If you wish to change the registration number on the Vehicle you must inform us immediately. We will charge you a fee of £50 to cover our costs of administration. This fee is payable immediately. Any new registration number will belong to the Vehicle.

9. Default Charges
9.1 If you do not pay an amount which is due to us under this Agreement in full and on time, or if you otherwise breach this Agreement, we will charge you:
- interest on the unpaid amount, at the Rate of Interest shown on page 1 until it is paid;
- £25 for each reminder letter, notice or demand we make as a result;
- our reasonable costs and expenses which are caused by your breach, including the costs of tracing you, tracing the Vehicle, enforcing or attempting to enforce our rights under this Agreement, collection, repair, storage pending sale, administration and our legal expenses on an indemnity basis.

9.2 Interest charges are calculated daily on the balance overdue, and added to that balance on the last day of each month.

10. Termination
10.1 We will be entitled to terminate this Agreement, on expiry of the requisite statutory written notice, if you are in breach any of the terms of this Agreement, or you have made a material misrepresentation to us on which we have relied when entering into this Agreement.
10.2 On termination (or expiry of this Agreement without exercise of the Option to Purchase), 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 all sets of car keys) and the registration document and MOT certificates.
10.3 On termination by us, you must also pay us:
10.3.1 any arrears which have accrued and remain unpaid under this Agreement at the date of termination;
10.3.2 as agreed damages, the Total Amount Payable, less:
- the amount of repayments you have already paid to us;
- a rebate calculated in line with the Consumer Credit (Rebate on Early Settlement) Regulations 2004;
- if we repossess and sell the Vehicle, the net proceeds of sale, after deduction of the expenses of repossession and sale;
- any refunded part of a valid Road Fund Licence.

11 Mileage
11.1 If the Vehicle covers more than:
- the Maximum Annual Mileage in any succeeding period of 12 months starting from the making of this Agreement; and/or
- the Maximum Total Mileage;

you will be liable to pay us the Excess Mileage Charge shown on page 1. That liability will accrue with each mile covered by the Vehicle in excess of those Mileages. You must discharge that liability by paying us the charge on demand.

11.2 If you have paid Excess Mileage Charges in relation to the Maximum Annual Mileage we will deduct this amount from any Excess Mileage Charge payable in relation to the Maximum Total Mileage.

11.3 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.

11.4 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 recalculated using that reduced Maximum Total Mileage.

11.5 If you have made all other payments under this Agreement and pay the Option to Purchase Fee (if any), and we have not accepted appointment as your agent to sell the Vehicle under clause 12, you will not have to pay any Excess Mileage Charges. We will refund you any Excess Mileage Charges which you have already paid.

12 Our Agency to Sell

12.1 If you have:

- paid all amounts under this Agreement; and
- by the time the final repayment is due, asked us in writing to act as your agent to sell the Vehicle in accordance with this clause and returned the Vehicle to us (or, if we agree that you may return the Vehicle to another person, to that person); and
- paid the Option to Purchase Fee (if any);

then, subject to clauses 12.2 and 12.3, your obligation to pay the final repayment may be fulfilled at the time and in the manner set out in the provisions of clauses 12.4 or 12.6, as applicable.

12.2 However, if, when you return the Vehicle, we do not consider it to be in good repair and condition, commensurate with its age and mileage or it has covered more than the Maximum Total Mileage, then we will send you a letter telling you either:

- that we will not agree to you appointing us as your agent to sell the Vehicle; or
- why we think the Vehicle is not in good repair and condition and that we will act as your agent to sell the Vehicle only if you pay such amount ('Interim Payment') on account of the final repayment and at such time as we specify in that letter.

12.3 If you have satisfied all the requirements of clause 12.1 and

- we have agreed in writing to act as your agent to sell the Vehicle; or
- we have not sent you a letter in accordance with clause 12.2 within 10 days after you return the Vehicle; or
- we receive any Interim Payment by the time we specified;

then the Vehicle will become your property and we will be deemed to have been irrevocably appointed as your agent to sell the Vehicle and to have accepted that appointment.

12.4 If you have satisfied all the requirements of clause 12.1 but the Vehicle had not become your property under and in accordance with clause 12.3 you must immediately pay the final repayment (or the unpaid balance of the final repayment), all other amounts due under this Agreement (including any Excess Mileage Charge) and interest on the final repayment at the Rate of Interest stated on page 1. We will then hand back the Vehicle to you at the place where you returned it.

12.5 If the Vehicle becomes your property and we have accepted appointment as your agent to sell the Vehicle, we will sell it when, how and at such price as we choose. We may appoint the dealer who supplied the Vehicle or any other person to sell the Vehicle for us.

12.6 When the Vehicle is sold, we will deduct from the sale proceeds and retain:

(i.) the costs of sale; and

(ii.) the final repayment (or the unpaid balance of the final repayment); and

(iii.) all other amounts due under this Agreement (including Excess Mileage Charges); and

(iv.) an agency commission equal to the surplus (if any) of the sale proceeds after deducting the amounts stated at (i) to (iii) above.

If the sale proceeds (after deducting the costs of sale) are less than the total of the final repayment (or the unpaid balance of the final repayment) then provided that you have paid all other amounts still due under this Agreement (including any Excess Mileage Charge) you will not have to pay us any more.

13. Audi Payment Protection

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

13.1 While this Agreement is in force, to maintain cover you must pay us the monthly premium at the same time as the monthly repayment.

13.2 The Audi Payment Protection is a monthly renewable policy.

13.3 We will collect the monthly premiums as agent for the insurer.

13.4 We can give the insurer any information about you which the insurer asks for.

13.5 If any insurance money becomes due in respect of the repayments under this Agreement we can receive this from the insurer on your behalf.

13.6 If the hiring or this Agreement terminates, Audi Payment Protection will also terminate.

13.7 The dealer who supplies the Vehicle to you will give you a Policy Summary setting out details of Audi Payment Protection before this Agreement is made. The insurer will send you a document containing all the terms of Audi Payment Protection after this Agreement is made.

14. Your Rights of Redress

14.1 This Agreement finances the supply of the Vehicle to you. If the Vehicle does not conform to the contract, or is not supplied to you, and you have not already obtained redress from the dealer, you have the right to seek redress from us.

14.2 If you have a complaint, we will investigate it and give any redress to which we feel you are entitled.

14.3 However, if you enter into this Agreement for the purposes of your trade, business or profession, and you have selected the Vehicle, we shall not be liable for any express or implied term that the Vehicle complies with any description given of it, or is of satisfactory quality or fit for purpose.

14.4 If you are not happy with our final response, if you are not a business debtor you have a right to have your complaint dealt with under the Financial Ombudsman Service ("FOS"). If you are a business debtor, you may have a right to have your complaint dealt with under FOS. To do so, you would need to notify FOS by writing to it within 6 months of our final response.

14.5 The Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS is the supervisory authority under the Consumer Credit Act 1974.

15. Commission

We may pay commission or other renumeration to a supplying dealer or other intermediary who introduces you to us.

Use of Your Information

It is important that you give us accurate 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 also add to your record with the credit reference agencies details of your Agreement with us , the repayments you make under it, and any default or failure to keep to its Terms and any change of address you fail to tell us about where a repayment is overdue .
Credit reference agencies may share with other organisations credit searches and other information about you (and those you are associated financially with) that is provided to us or directly to them (or both).

We and those other organisations may use the information about you , other members of your household, your business partners, other directors and shareholders (if you have any) to:

- help make decisions about credit for you and them;
- trace debtors, recover debt, confirm your identity, prevent money laundering and fraud, and manage your accounts.

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 and the credit reference agencies may also use your record for statistical analysis about credit and about insurance and fraud .

Your Rights To Information
Please contact us at 0870 0101224 if you want to receive details of the relevant credit reference and fraud prevention agencies.
You have a right to receive a copy of the information we hold about you if you apply in writing . You will need to pay a fee.

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;
- other Companies within our Group of Companies;
- insurance companies We deal with; and
- other carefully selected financial services business

To provide you with news of products or services which we consider may be of interest and relevant to you or this agreement . For this purpose and for the purposes of market research and statistical analysis, you may be contacted by post, telephone 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.

Corporate Finance
We may disclose the data provided by or about you to a third party in connection with our corporate finance purposes , which may include granting such third parties the right to receive amounts you owe us.