

HIRE PURCHASE (HP) TERMS AND CONDITIONS

This consumer agreement (the “**Agreement**”, which terms includes the Contract Details (Hirer, Vehicle Finance, Hirer Acceptance, Statutory Notice, Right to cancel, Agree to T&Cs, and Statement of Suitability, Hirer Agreed Use of Personal Data, SEPA Mandate), Data Protection Information and Hire Purchase Terms and Conditions and, where applicable in the Vehicle Return Option Agreement and the Vehicle Return Option Agreement Terms and Conditions), is made between (i) Volkswagen Financial Services Ireland, trading as Volkswagen Financial Services, having its registered office at Block C, Liffey Valley Office Campus, Dublin 22 (hereafter called the “**Owner**” or “**VWFSIL**”), and (ii) the person(s) whose name(s) and address(es) is/are set out in the Hirer Details of the Agreement (the “**Hirer**”) pursuant to which the Owner will hire the Vehicle as set out in Vehicle Details of the Agreement, (the “**Vehicle**” which expressions shall include all alterations, additions and renewals) to the Hirer with a right to title to the Vehicle upon the terms of this Agreement together with the rights available to a consumer under the Consumer Credit Act 1995 (the “**Act**”).

Headings used in this Agreement are for ease of reference only. Reference in this Agreement to the singular shall include the plural and the masculine shall include the feminine and vice versa.

1. HIRING

- (a) This Agreement is an agreement within the meaning of the Act and is for the hire of the Vehicle with title to the Vehicle passing at the end of this Agreement subject to the terms and conditions of this Agreement. The Hirer acknowledges that the Central Bank’s Consumer Protection Code (the “**Code**”) is not applicable to this Agreement and that the Hirer has no right or entitlement under the Code in relation to this Agreement.
- (b) Once the rental payments have been discharged the Hirer shall be entitled (but not required) to purchase the Vehicle by payment of the Completion / Purchase Instalment referred to in the Terms of the Agreement. Upon irrevocable payment of the Completion / Purchase Instalment and any other amount payable to the Owner under this Agreement, the title to the Vehicle shall be passed from the Owner to the Hirer.
- (c) The Vehicle remains the property of the Owner until the Hirer has purchased them and title has passed in accordance with **Clause 5** of these Hire Purchase Terms and Conditions notwithstanding that the Hirer is in possession of them.

Volkswagen Financial Services Ireland Ltd
Registered Address: Block C,
Liffey Valley Office Campus, Dublin 22,
Ireland (D22 CF60)
Phone: +353 (0) 1 211 8284

Vat Number: 3473131LH
Registered Number: 602602
Private company limited by shares
Company Directors:
Jens Legenbauer (German)
Tony McPoland
Manuel Davila Rivas (Mexican)

Account: Volkswagen Financial
Services Ireland LTD
Bank Address: Bank of Ireland
2 College Green, Dublin 2
BIC: BOFIE2D
IBAN: IE47BOFI90001736329342

2. OBLIGATIONS OF THE HIRER:

The Hirer agrees that they shall:

- (a) pay all instalments due punctually in the manner and on the dates shown herein without previous demand being made by the Owner;
- (b) tell the Owner, within 10 days of receipt of a request in writing from the Owner, of the whereabouts of the Vehicle and permit the Owner to inspect the Vehicle. In default, the Hirer can become liable to pay costs/charges as specified in **Clause 6** of this Schedule to the Owner for such failure. This liability is in addition to the Hirer's other liabilities under this Agreement and the costs of early termination by the Hirer and/or by the Owner;
- (c) not remove or permit the Vehicle to be removed from the Republic of Ireland without the prior written consent of the Owner save in circumstances where such removal is of a temporary nature connected to the normal enjoyment of the Vehicle by the Hirer;
- (d) service and maintain the Vehicle in accordance with the manufacturer's instructions so as to preserve the manufacturer's warranty by replacing all missing, damaged or broken parts with parts of equal value;
- (e) pay interest on any instalment due under this Agreement and not paid on its due date at the rate of 2% per month simple interest from the due date of payment until actual payment;
- (f) not modify or alter the Vehicle unless required by law to do so or with the Owner's prior written consent;
- (g) keep the Vehicle in the Hirer's possession and control and return the Vehicle to the Owner on termination of this Agreement, where the Hirer has no legal right to retain the Vehicle;
- (h) take reasonable care of the Vehicle. In default, the Hirer can become liable to pay damages to the Owner for such failure. This liability is in addition to the Hirer's other liabilities under this Agreement.
- (i) pay to the Owner a sum equal to the amount which would be payable upon termination under **Clause 6** of this Schedule if the Vehicle is lost, stolen or damaged beyond repair whether or not occasioned by the Hirer's act or default;
- (j) indemnify the Owner against all loss, liability, cost or damage to the Vehicle or in any other way arising by virtue of the presence or use of the Vehicle;
- (k) only use the Vehicle (or permit them to be used) in accordance with all applicable laws and requirements;
- (l) immediately notify the Owner where the Vehicle or any part thereof are lost, stolen, destroyed or damaged and the Hirer shall not compromise any claim arising therefrom without the consent of the Owner and will take all necessary steps as the Owner shall direct and hold any sums

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- recovered in trust for the Owner and pay and apply such monies as are necessary to discharge the Hirer's liability to the Owner; and
- (m) not sell, assign, charge or sublet the Vehicle or any interest in them or the benefit of this Agreement.
 - (n) The Hirer shall be liable to the Owner in the amount which would be payable upon termination under **Clause 6 (a)-(e)** of this Schedule in the event of the Vehicle being lost, stolen or damaged beyond repair
 - (o) The Hirer shall maintain insurance in respect of the Vehicle where required by law. As the Hirer is liable to the Owner for any loss, liability, cost or damage arising out of his obligation to take reasonable care of the Vehicle, he is strongly recommended to keep the Vehicle comprehensively insured against all risks for their full replacement value.

3. MOTOR VEHICLE

- (a) As the Vehicle is a motor vehicle, the Owner or any person acting on behalf of the Owner may enter any property other than the Hirer's dwelling house or building attached to take possession of the motor vehicle (including for any purpose permitted under the Act) and will not be liable in respect of such entry.
- (b) The Hirer shall pay all taxes and duties in respect of the Vehicle and ensure that it will be driven only by persons holding (and in each case, in accordance with the terms of) a valid driving licence and covered by the Hirer's insurance policy.
- (c) The Hirer shall not use the Vehicle as a taxi or hackney and/or limousine or for any similar business trade or profession or for any public service without the prior written consent of the Owner.

4. ADDITIONAL CHARGES IN RESPECT OF THIS AGREEMENT:

- (a) A charge of €70.00 will be debited to the Hirer's account for the rescheduling/alteration of the original terms of this Agreement where such rescheduling/alteration has been agreed by the Owner.
- (b) In the event of the Hirer breaching the terms of this Agreement the Hirer shall be liable for the following costs and /or charges in addition to the other liabilities under this Agreement:
 - (i) a charge of €12.00 will be debited to the Hirer's account for each cheque/direct debit payment that is dishonoured or returned unpaid due to the act or omission of the Hirer.
 - (ii) an administration charge of €3.00 will be debited to the Hirer's account for each letter dispatched by the Owner as a result of non-payment of any instalment or breach of any term of this Agreement by the Hirer.

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- (c) The Owner reserves the right to demand all costs, charges and expenses paid by the Owner for, or arising out of, or in connection with the repair, preservation, security or recovery of the Vehicle and all legal costs incurred by the Owner in connection with the enforcement of this Agreement, whether proceedings shall be commenced or otherwise. Such payments shall be deemed to have been made by the Owner at the request of and on behalf of the Hirer.
- (d) Any cost and/or charges due will be debited to the Hirer's account and shall bear interest, at the default payment interest rate of 2%, calculated from the date of debit to the date of payment.

5. DEFAULT

If the Hirer:

- (a) fails to pay any instalment or other sum payable under this Agreement on the due date, or
- (b) fails to perform or observe any of the terms and conditions of this Agreement, or
- (c) provides any information that is incorrect, incomplete, inaccurate or untrue, then in such an event, the Owner shall be entitled to serve a notice of default on the Hirer in accordance with Section 54 of the Act telling the Hirer of the action the Owner proposes to take. If the Hirer does not remedy the breach of Agreement detailed in that notice or pay the sum as stated to be compensation for the breach within 21 days of the date of service of the notice on the Hirer the Owner shall be entitled to enforce its rights (including its rights of termination) against the Hirer.

6. TERMINATION

- (a) The Hirer shall be entitled to terminate this Agreement in accordance with the terms and conditions of the Statutory Notice of the Agreement. On such termination the Hirer shall forthwith comply with all the terms and conditions of the Agreement provided that if the Hirer shall exercise the right to purchase the Vehicle the amount payable by the Hirer shall be the difference between the amount already paid under this Agreement and either the Hire Purchase Price or the amount calculated, if more favourable to the Hirer in accordance with Section 52 or 53 (whichever is applicable) of the Act. If the Hirer does not exercise the right to purchase the Vehicle the Hirer shall forthwith return the Vehicle to the Owner and deliver to the Owner all registration and documents relating to the Vehicle. If the Hirer defaults in returning the Vehicle the Owner shall, subject to the Hirer's rights stated in the Statutory Notice of the Agreement and under Section 64 of the Act, be entitled to repossess the Vehicle.

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- (b) On termination of this Agreement by the Owner the Hirer will no longer be in possession of the Vehicle with the Owner's consent and will be liable to return the Vehicle to the Owner at the Hirer's expense and pay to the Owner:
- (i) all instalments due to the date of termination;
 - (ii) all interest due on such instalments;
 - (iii) all charges and costs arising from any failure to comply with the terms of this Agreement;
 - (iv) such sum as will bring the total of the sums paid and sums due under (a) above to one half of the Hire Purchase Price; and
 - (v) damages for which the Hirer is liable by reason of any breach of this Agreement.

7. GENERAL

- (a) If the Hirer is more than one person each person's liability will be joint and several.
- (b) This Agreement and all non-contractual obligations arising from it shall be governed by and construed in accordance with the laws of Ireland.
- (c) The Owner reserves the right to assign or sub-participate this Agreement to a third party in or outside Ireland and any requirement as to notice of any such assignment or sub-participation is hereby waived by the Hirer.
- (d) Any notice to be given by either party to the other may be sent by post or electronic communication to the address of the other party as appearing herein, the last known address or such other address as such party may have from time to time communicated to the other in accordance with this Clause and if so sent such notices shall be deemed to be served on the day of delivery for electronic communication or on the second day following the date of posting as the case may be. In proving service, it shall be sufficient to show the letter containing the notice was properly addressed, stamped and posted or the notice was electronically communicated.
- (e) No forbearance, indulgence or relaxation on the part of the Owner shown or granted to the Hirer in respect of any terms or conditions of this Agreement shall in any way affect, diminish, restrict or prejudice the rights, authority or entitlements of the Owner under this Agreement or operate as or be deemed to be a waiver of any breach of the terms and conditions of this Agreement on the part of the Hirer (or any other person acting on the Hirer's behalf whether formally or informally).
- (f) If the Hirer is not satisfied with any of the terms of this contract and wish to make a complaint please call us
- (g) Cooling off period: In the event of this Agreement being a distance contract (as defined by the EU (Consumer Information, Cancellation and Other Rights) Regulations 2013), the Hirer may, by notice in writing given

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to VWFSIL within 14 days following the date of the Hirer's acceptance of the Agreement, elect to "cool-off", that is to say to terminate the Agreement without incurring any liability to VWFSIL for unlawful termination. Any purported cooling-off notice given to VWFSIL outside the cooling-off notice period, as applicable, will be ineffective.

Website: www.vwfs.ie

Email: Query@vwfs.com

Telephone +353 (0)1 211 8391

Post: DPO, Volkswagen Financial Services Ireland Limited, Block C, Liffey Valley Office Campus, Dublin 22, Ireland D22 CF60

You may refer your complaint to the Financial Services and Pensions Ombudsman for adjudication.

The Financial Services and Pensions Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with all financial service providers. It is a free service to the complainant. The Ombudsman will only review a complaint after the complaint has been reviewed using VWFSIL internal complaints procedures. It is therefore important that you firstly give us the opportunity to resolve the problem.

The Ombudsman may be contacted at the following address:
Financial Services and Pensions Ombudsman's Bureau 3rd Floor,
Lincoln House
Lincoln Place,
Dublin 2, D02 VH29
Lo Call : 1890 882090
Tel : (01) 567 7000

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