

The terms of this leasing advice service agreement apply to Affinity Leasing's role of assisting its business customers to find the most appropriate vehicle finance product(s) and vehicle that match your business requirements.

Your attention is drawn the Exclusion and Limitation of Liability and Cancellation provisions under clauses 4 and 5 below.

1. Definitions

In these Terms, the following definitions apply:

- 'Affinity Leasing', Affinity Leasing Limited whose details appear below;
- 'Agreement', the contract for the provision of the 'Leasing Advice Services';
- 'Business Customer', the company or business named as such on the Quotation and Vehicle Order Form;
- 'Charges', the charges for the 'Leasing Advice Services' specified on the Vehicle Order Form;
- 'Leasing Advice Services' means Affinity Leasing's role in assisting the Business Customer to find the most appropriate vehicle finance product(s) and vehicle that match its stated requirements;
- 'Quotation', the written quotation for the Vehicle arising from the Leasing Advice Services;
- 'Terms', the terms and conditions for the supply of Leasing Advice Services set out in this document;
- 'Vehicle', the motor vehicle to be supplied under a lease or finance agreement;
- 'Vehicle Order', the order for the Vehicle arising under the Leasing Advice Services;
- 'Vehicle Order Form', the written order for the Vehicle;
- 'Vehicle Value', the manufacturer's list price of the Vehicle including selected options and extras (including VAT).

2. Formation of the Agreement

- 2.1 These Terms, together with the details on the Quotation and the Vehicle Order Form, apply to the supply of the Leasing Advice Services by Affinity Leasing. Any changes or additions to these Terms or those details must be agreed in writing between the parties.
- 2.2 No contract exists between the Business Customer and Affinity Leasing for the supply of the Leasing Advice Services until Affinity Leasing have received and accepted the signed copy of the Vehicle Order Form. Once Affinity Leasing does so, there is a binding legal contract between Affinity Leasing and the Business Customer for the supply of Leasing Advice Services. Any indication that the Business Customer wishes to proceed with the Quotation shall not in itself create a contract between the parties.
- 2.3 IMPORTANT - Please note that this Agreement is separate to, and is not connected to any lease or finance agreement the Business Customer may enter into.

3. Affinity Leasing's Obligations

- 3.1 Affinity Leasing will assist the Business Customer to find the most appropriate vehicle finance product(s) and vehicle that match its stated requirement and to process any Vehicle Order placed with Affinity Leasing.
- 3.2 After Affinity Leasing have received payment of the Charges and a signed copy of the Vehicle Order Form, but not before, Affinity Leasing will place an order with the supplier on the Business Customer's behalf. Affinity Leasing will confirm receipt of these documents and the placement of the order by email to the email address provided or by post if no email address is available.

4. Exclusion and Limitation of Liability

- 4.1 Affinity Leasing will not be liable for any refusal by the finance company or vehicle supplier to accept the Business Customer's order, or for any losses incurred by the Business Customer arising out of the contract between it and the finance company and any purported arrangements relating to the supply of any vehicle.
- 4.2 Affinity Leasing warrants to the Business Customer that the Leasing Advice Services will be provided using reasonable care and skill. Vehicles are supplied by a third party, Affinity Leasing does not give any warranty, guarantee or other term as to its quality, fitness for purpose or otherwise. The Business Customer shall benefit from any warranty, guarantee or indemnity given by the Vehicle supplier.
- 4.3 Affinity Leasing will have no liability to the Business Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Business Customer which are incomplete, incorrect, and inaccurate or for any other fault of the Business Customer.
- 4.4 Except in respect of death or personal injury caused by Affinity Leasing's negligence, or as expressly provided in these Terms, Affinity Leasing shall not be liable to the Business Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Affinity Leasing, its servants or agents or otherwise) which arise out of or in connection with the provision of the Leasing Advice Services (including any delay in providing or failure to provide the Leasing Advice Services) or their use by the Business Customer. The entire liability of Affinity Leasing under or in connection with the provision of the Leasing Advice Services shall not exceed the amount of the Charges, except as expressly provided in these Terms.

5. Potential Cancellation and Early Settlement Charges Payable by the Business Customer

- 5.1 If the Business Customer cancels the the Vehicle Order after Affinity Leasing has received a signed Vehicle Order Form , then an administrative cancellation fee of £216.00 including VAT will be payable by the Business Customer to Affinity Leasing.
- 5.2 If the Business Customer cancels the Vehicle Order after Affinity Leasing has placed the order for the Vehicle with the vehicle supplier, then an additional cancellation charge amounting to the charges Affinity Leasing must pay to the Vehicle supplier caused by the cancellation will be payable by the Business Customer to Affinity Leasing.
- 5.2.1 If the Business Customer settles its finance arrangement with the finance provider during the 12 months following delivery of the Vehicle, Affinity Leasing will suffer a penalty comprising of Affinity Leasing's commission paid to it by the finance company and the repayment of any discount on the Vehicle Value given by the Vehicle supplier. The Business Customer shall be liable for these penalty charges and Affinity Leasing will recharge this repayment to the Business Customer.

6. Privacy and Data Protection

Personal Information of directors will be processed for the following purposes (collectively the 'Purposes'):

- 6.1 To verify the Business Customer or its directors' or partners' credit records with credit reference agencies and for fraud prevention purposes (which will include the supply of the personal information to third parties for such purposes) should the Business Customer decide to apply for finance.
- 6.2 For the Purposes, Affinity Leasing may transfer or disclose personal information to its professional advisors and to such other parties as Affinity Leasing consider necessary or helpful in the administration of this service agreement, if required by law or otherwise. Normally, the professional advisors or other parties will be based either in the United Kingdom or (if outside the United Kingdom) within the European Economic Area.
- 6.3 By accepting these Terms the Business Customer consents to the processing and disclosure of personal information and agrees that the purposes for the processing may be amended to include other uses of disclosures of personal information following notification to the Business Customer.
- 6.4 Affinity Leasing agree to keep all personal information in a secure environment and will comply with the Data Protection Act 1998 and any other applicable data protection legislation currently in force.
- 6.5 If the Business Customer wishes to update or correct any inaccuracies in personal information, or has any other comments or complaints in relation to these Terms, please let Affinity Leasing know by email to info@affinityvehicleleasing.com .

7. Payments

- 7.1 No order will be placed until cleared funds are received in respect of the Charges.
- 7.2 Payment may be made by cash or bank transfer to our bank account, or by PayPal.
- 7.3 Deposit payments when applicable may be made by debit or credit card, bank transfer or cheque. Cheques require seven working days in advance of delivery for clearance purposes.
- 7.4 Deposit and final payments will be payable directly to the finance company and/or the vehicle supplier as advised.

8. Communicating with Affinity Leasing

- 8.1 Affinity Leasing's contact details are shown below.
- 8.2 For important matters please write to Affinity Leasing by post, email or fax to the address indicated below.

9. General

- 9.1 Affinity Leasing may assign or sub-contract the Agreement if this is necessary for operational reasons or in connection with a business transfer or reorganisation. Otherwise, the Agreement is not transferable by either party.
- 9.2 Affinity Leasing has the right to amend these Terms to comply with changes in the law or for regulatory reasons, or Affinity Leasing needs to correct any error or omissions including any of the documentation that forms part of the Agreement provided that such correction is minor and does not materially affect the Agreement.
- 9.3 Nothing in the Agreement gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 9.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 9.5 These Terms and the Agreement will be subject to English law, and the English Courts will have jurisdiction in respect of any dispute arising from the Agreement.

Affinity Leasing Ltd

Contact details:

Registered Office: Cross Bank House, Cross Bank, Bewdley, Worcs DY 12 2XB

Tel: 08450 575750 Fax: 08451 808051

Email: info@affinityvehicleleasing.com

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