

Affinity Leasing Limited Leasing Advice Service Agreement – Consumers

The terms of this leasing advice service agreement apply to our role of assisting you to find the most appropriate vehicle finance product(s) and vehicle that match your stated requirements.

Please read these terms carefully before placing your order and retain a copy of these terms and your order for future reference. Note in particular the provisions regarding cancellation in 5 and 6 below.

1. Definitions

In these Terms, the following definitions apply:

- 'Affinity Leasing', 'us', 'we' and 'our', Affinity Leasing Limited whose details appear below;
- 'Agreement', the contract for the Leasing Advice Services;
- 'Charges', the charges for the Leasing Advice Services specified on the Vehicle Order Form;
- 'Customer', 'you', and 'your', the person named as such on the Quotation and Vehicle Order Form;
- 'Leasing Advice Services', our role in assisting you to find the most appropriate vehicle finance product(s) and vehicle that match your 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 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 your chosen extras and selected options (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 us. Any changes or additions to these Terms or those details must be agreed in writing between you and us.
- 2.2 No contract exists between you the Customer and us for the supply of the Leasing Advice Services until we have received and accepted your signed copy of the Vehicle Order Form. Once we do so, there is a binding legal contract between us and you for the supply of Leasing Advice Services. Your indication that you wish to proceed with the Quotation shall not in itself create a contract between us and you.
- 2.3 **IMPORTANT - Please note that this Agreement is separate to, and is not connected to any lease or finance agreement you may enter into.**
- 2.4 This Agreement is subject to the Customer's right of cancellation (see clause 5 below).

3. Affinity Leasing's Obligations

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

4. Exclusion and Limitation of Liability

- 4.1 We will not be liable to you for any refusal by the finance company or vehicle supplier to accept your order, or for any losses incurred by you arising out of the contract between you and the finance company and any purported arrangements relating to the supply of any vehicle save to the extent that such loss is caused by our negligent act or omission.
- 4.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of these Terms.
- 4.3 In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of these Terms.
- 4.4 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or results in death.
- 4.5 See also clause 8 below regarding our recognition and preservation of your statutory rights.

5. The Customer's Right of Cancellation

- 5.1 The Customer has the right to cancel this Agreement at any time up to the end of 14 days after the day on which we have received and accepted your signed copy of the Vehicle Order Form, subject to the following provisions.
- 5.2 **IMPORTANT - You do not have the right to cancel the Agreement if our provision of the Leasing Advice Services, including the introduction of you to a source of credit and the placing of the Vehicle Order with the supplier of the motor vehicle, begins with your express agreement before the end of the 14 days cancellation period.**
- 5.3 To exercise your right of cancellation, you must give written notice to us by hand or post, fax or email, at our address, fax number or email address shown on the Vehicle Order Form.

6. Potential Cancellation and Early Settlement Charges Payable by you the Customer

- 6.1 The following Cancellation charges are subject to the customer's right to cancel the agreement, and your statutory rights.
- 6.2 **If you cancel the Vehicle Order after we have received a signed Vehicle Order Form from you, then you will be liable to pay an administrative cancellation fee of £216.00 including VAT.**
- 6.3 **If you cancel the Vehicle Order after we have placed the order for your Vehicle with the supplier, then you will be liable to pay in addition, a cancellation charge comprising our losses amounting to the charges we must pay to the supplier of the Vehicle caused by the cancellation, which we will recharge to you to a maximum of 10% of the Vehicle Value including VAT.**
- 6.4 **If you settle your finance arrangement with the finance provider during the 12 months following delivery of the Vehicle to you, we may suffer penalty charges comprising of the loss of our commission paid to us by the finance company, and the repayment of any discount on the Vehicle Value given by the Vehicle supplier. We will recharge these repayments to you as and when we are subject to the particular penalty charge. Your maximum liability under this clause shall be a commission penalty of up to £1500.00 together with the discount refund of up to 45% of the Vehicle Value (including VAT in each case).**

7. Privacy and Data Protection

Your personal information will be processed for the following purposes (collectively the 'Purposes'):

- 7.1 To check your credit record with credit reference agencies and for fraud prevention purposes (which will include the supply of your personal information to third parties for such purposes) should you decide to apply for finance.
- 7.2 For the Purposes, we may transfer or disclose personal information to our professional advisors and to such other parties as we 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.
- 7.3 By entering into the agreement, you consent to the processing and disclosure of your personal information. You also agree that the purposes for the processing may be amended to include other uses of disclosures of personal information following notification to you.
- 7.4 We 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.
- 7.5 We may use your personal information to keep you informed by post, telephone, email or other electronic means about products and services which may be of interest to you.
- 7.6 By providing us with your personal information, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information from us, please notify us by email to info@affinityvehicleleasing.com.
- 7.7 If you wish to update or correct any inaccuracies in your personal information, or if you have any other comments or complaints in relation to our services, please let us know by email to info@affinityvehicleleasing.com.

8. Preservation of your Statutory Rights

- 8.1 Your statutory rights, including any rights you have as a consumer, are unaffected by anything in these terms.
- 8.2 A cancellation charge will only be payable by you once your cancellation rights in accordance with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 have expired or you have agreed to our commencement of the Leasing Advice Services prior to the expiry of the relevant period.

9. Customer's obligations

- 9.1 **By signing the Vehicle Order Form you agree to be bound by these Terms.**
- 9.2 **By signing the Vehicle Order Form you accept that your right to cancel is restricted and is no longer available once we have commenced performance of the Leasing Advice Services.**

10. Payments

- 10.1 No order will be placed until cleared funds are received in respect of the Charges.
- 10.2 Payment may be made by cash or bank transfer to our bank account, or by PayPal or our Worldpay account.
- 10.3 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.
- 10.4 Deposit and final payments will be payable directly to the finance company and/or the vehicle supplier as advised.

11. Communicating with us

- 11.1 Our contact details are shown below.
- 11.2 For important matters please write to us by post, email or fax to the address indicated below.

12. General

- 12.1 We 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.
- 12.2 We have the right to amend these Terms to comply with changes in the law or for regulatory reasons, or we need 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.
- 12.3 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.
- 12.4 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: 0800 060 7070

Fax: 08450 949031

Email: info@affinityvehicleleasing.com

Data Protection Act Registration: No Z2526606

FCA Licensed Credit Broker: No. 0000090983 / 202885514

Registered in England No. 05986481