

Agreement Number:

Plan: Honda Aspirations Lease Purchase Hire Purchase



Hire Purchase Agreement regulated by the Consumer Credit Act 1974

Name and Address of the Customer ('you') For Individuals & Sole Traders: Title <input type="text"/> Forename <input type="text"/> **DEMO** <input type="text"/> Surname <input type="text"/> For Sole Traders & Partnerships: Trading / Partnership Name <input type="text" value="Thames Veterinary Group"/>	Home/Principal Trading Address: <input type="text" value="206 High Road"/> <input type="text" value="Romford"/> <input type="text" value="Essex"/> Postcode <input type="text" value="RM6 6LS"/>
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Name and Address of the Lender ('we' or 'us') <input type="text" value="Honda Finance Europe plc"/> <input type="text" value="470 London Road"/> <input type="text" value="Slough"/> <input type="text" value="Berkshire"/> <input type="text" value="SL3 8QY"/>	Name and Address of the Credit Intermediary ('the Dealer') <input type="text" value="Johns Of Romford Honda Centre"/> <input type="text" value="162 Rushgreen Road"/> <input type="text" value="Romford"/> <input type="text" value="Essex"/> Postcode <input type="text" value="RM7 0JU"/>
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Description of the Goods

Registration Number: Make / Model / Description:

VIN/Chassis Number: First Registered: Mileage on delivery:

Financial Details

Cash Price for the Goods (a)	<input type="text" value="£ 11,300.00"/>	Interest Charges (f)	<input type="text" value="£ 2,078.68"/>
less: Cash Deposit (b)	<input type="text" value="£ 1,130.00"/>	Acceptance Fee (g)	<input type="text" value="£ 95.00"/>
Part Exchange (c)	<input type="text" value="£ 0.00"/>	Purchase Fee (inclusive of VAT) (h)	<input type="text" value="£ 65.00"/>
Total Advance Payments [b + c] (d)	<input type="text" value="£ 1,130.00"/>	Total Charge for Credit [f + g + h] (k)	<input type="text" value="£ 2,238.68"/>
Amount of Credit [a - d] (e)	<input type="text" value="£ 10,170.00"/>	Total Amount Payable [d + e + k]	<input type="text" value="£ 13,538.68"/>

The Amount of Credit shown will be paid directly to the Dealer when the agreement has been signed by you and us. We will not pay the credit to you.

Interest Rate per annum. **DEMO** per annum.

APR Agreement Duration Months

The Interest Rate shown is fixed for the whole duration of the Agreement, it is the effective rate you will pay taking account of the agreed timing of your repayments and the compounding of interest charged. The interest is charged at a rate per annum on the amount of credit, calculated and applied at the date of this Agreement in respect of the term of the Agreement. The Flat Rate shown represents a rate which is used, along with the Agreement Duration, to determine the Interest Rate but takes no account of the compounding of interest charged.

The APR assumes that the total amount of credit will be advanced on the date of this Agreement and repayments will be paid in line with the repayment schedule shown below.

Repayment Schedule for the Goods

One repayment payable month(s) after the date of this Agreement in the sum of (inclusive of any Acceptance Fee).

Followed by repayments at intervals starting month(s) thereafter each of . Followed by

DEMO months after the date of this Agreement (the Final Repayment) of (inclusive of any Purchase Fee).

For Honda Aspirations only: Guaranteed Future Value (please refer to clause 7 of the Terms and Conditions)

General Information

Statement of Future Repayments

At any time throughout the duration of the Agreement, you may request a statement of future repayments, free of charge, showing the amount and date of any outstanding repayments under the Agreement, split between capital, interest and any other charges.

Missing Payments

It is important that payments are made in full and on time. Should you miss any payments this could have consequences which could lead to possible legal proceedings being made against you. This may also make it more difficult for you to obtain credit in the future.

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General Information – cont.

Administration Charges

Should you wish to make payments by any means other than by Direct Debit, we may charge you an additional amount to cover our costs in processing these payments, as follows: Payments by Debit Card = 1.00% of the payment value; Payments by Credit Card = 2.00% of the payment value.

Should you ask us to amend the Agreement and we agree, we may charge you a fee, for each occurrence, as follows: Change of Due Date = £12.00; Change of Registration Number = £12.00; Modifying Agreement = £50.00.

If you change address and do not inform us of the change, we may charge you a Customer Trace Fee of £30.00 for each occurrence, to cover the cost incurred by us in locating you.

Return of the Goods

Either during or at the end of the Agreement, if the Goods are to be returned to us and you require us to collect them, a Goods Return Fee of £90.00 plus VAT may be charged (£280.00 plus VAT if the Goods are not roadworthy and/or cannot move under their own power). In addition, we may charge you 100.00 pence for each additional mile (plus VAT), where the pick-up location is more than 100 miles from our nearest contracted auction house. Please ask us for details by calling our Collections Department on 0345 128 8909.

The Goods should be returned in good condition for their age and mileage and complete with all keys, servicing records, satellite navigation discs, road fund licences, MOT certificates and registration documents, as applicable. You will be liable for the cost of the replacement for any missing items, plus we may charge you an Administration Fee of £12.00 to replace any missing item. If the sale of the Goods is delayed, as a result of any missing item, you will be liable for any resultant reduction in the value of the Goods.

In addition, if the Goods are not returned in good condition and/or have not been serviced in accordance with the manufacturer's recommendations and any applicable warranty you will be liable for the cost required to bring the Goods up to good condition or if applicable, we may charge you for any resultant reduction in the value of the Goods.

As the keeper of the Goods you are responsible for paying all licence fees, duties, fines, insurance premiums or other sums due in respect of the Goods. If you do not pay them, we may pay them on your behalf and you will be liable to reimburse us accordingly. We may charge you an Administration Fee of £12.00 for each occurrence.

****DEMO**** If you choose to return the Goods, they must be returned by the date when the Final Repayment is due or if you don't we will be entitled to assume that you have chosen to purchase the Goods and we will ask you to pay the Final Repayment. When returning the Goods, you should ensure that the mileage travelled by the Goods does not exceed the Agreed Mileage (if any) of 0 miles within the duration of the contract, otherwise you will be liable to pay us an Excess Mileage Charge for each mile travelled by the Goods over the Agreed Mileage at the rate of 0.00 pence per excess mile plus VAT.

Interest & Charges for Late Payments

If any amount due from you under this Agreement is not received by us by its due date we can (without affecting any of our other rights) require you to pay us interest on that amount until it is received both before and after any judgment at a rate equal to the Interest Rate shown on page 1.

If you pay by direct debit and a payment is rejected we will inform you in writing and/or by phone. We may charge you £12.00 for each repayment, where a rejection occurs, to cover the administrative costs and bank charges we incur. If you pay by any alternative means and a payment is rejected or the repayment remains unpaid 8 days after its due date, we will inform you in writing and/or by phone. Again, we may charge you £12.00 for each repayment, where this occurs, to cover the administrative costs and bank charges we incur. In either situation, we may pass your case to our collection agents, after writing to you, and you will be liable for any resultant fees charged to us.

If you breach this Agreement by not making your repayments in full and on time and you do not remedy the breach when we ask you to, we may send you a default notice. Should the amounts not be paid within the following 14 days, we may, after writing to you, pass the case to our collection agents and you will be liable for any resultant fees charged to us.

We may ask you to reimburse us for our reasonable costs and legal expenses for taking steps to ensure you comply with your obligations under this

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as laid out in clause 13 of the Terms and Conditions.

Changes to Charges and Interest

With the exception of the Excess Mileage Charge, we may vary the administrative and default charges specified above to: (a) respond proportionately to changes in the general law or a decision by the Financial Ombudsman Service; (b) respond proportionately to legitimate cost increases or reductions associated with either providing the particular service or our responding to the particular default; (c) meet regulatory requirements or reflect new industry guidance and codes of practice which are there to raise standards of consumer protections. We will write to advise you of any such change at least 30 days before the change takes effect.

Right of Withdrawal

You have the right to withdraw from this Agreement without providing any reason during the period of 14 days which starts on the day after you receive confirmation that the Agreement has started. Your notice of withdrawal can be made in writing to us at Customer Services Department, Honda Finance Europe plc, 470 London Road, Slough, Berkshire, SL3 8QY or you may telephone the Customer Services Department on 0345 128 8908.

If you do decide to withdraw, you will be required to pay us the amount you have borrowed in full without delay and in any event within 30 calendar days of the day after your notice to withdraw. In addition you will be required to pay us interest at the Interest Rate shown on page 1 on the amount you have borrowed from the date of this Agreement until payment is made in full at a daily rate of £3.45.

Payment can be made by sending us a cheque made payable to Honda Finance Europe plc, to our Customer Services Department at the address given above. If you wish to pay by bank transfer please telephone us on the number above for details of our bank account. We will accept payment by debit or credit card but fees apply as specified under the "Administration Charges" section.

Linked Credit Agreements

This is a hire purchase agreement financing the supply of goods specified on page 1. If the Goods are not supplied, or if they are only supplied in part or if they do not conform with their description on page 1, you have the right to seek redress from us.

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Security

Where additional security is required, a separate guarantee and indemnity document will be included along with this Agreement. This guarantee and indemnity will need to be entered into before this Agreement is made. If required, the guarantee and indemnity needs to be provided by:

Name: Mr John Simon Bull
Address: 206a High Road Romford Essex RM6 6LS

Early Repayment

You have the right to repay sums under this Agreement early in whole or in part at any time. To do this you should write to the Customer Services Department at the address at the top of this Agreement or by telephoning them on 0345 128 8908. You will be entitled to a rebate of interest charges if you repay early to reflect the savings made, this is calculated according to a statutory formula which assumes a settlement date 28 days after your request to settle plus a further 30 days.

If you wish to repay in full we will write to you telling you how much you must pay by the settlement date after deducting your rebate. If you wish to repay in part we will write to tell you how this will affect your repayments going forward. After receipt of the monies to repay in part, we will send you within 7 days a written statement showing how your early repayment has affected your Agreement.

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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 £6,769.34. 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 £4,512.89 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.

Financial Ombudsman Scheme

If you have a complaint we would ask that you complain to us in the first instance by writing to our Customer Services Department at the address at the top of this Agreement or by telephoning them on 0345 128 8908. We will try to resolve your complaint within 24 hours but if we cannot we will write to you acknowledging your complaint and we will write to you within 8 weeks either confirming our final position or explaining why we do not feel able to resolve your complaint and reach a final decision. After 8 weeks if you are still not satisfied you have the right to refer your complaint to the Financial Ombudsman Service. You may do this by writing to the Financial Ombudsman at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by telephoning them on 0800 023 4567 or by emailing them at complaint.info@financial-ombudsman.org.uk. The Financial Ombudsman cannot deal with your complaint until you have received our final response or until the 8 week period has expired, whichever is sooner.

Supervisory Authority

The Financial Conduct Authority, 25 The North Colonnade, London E14 5HS.

Data Protection

You have a right to know how we will use your information. Please read the "Use of your information" notice on page 6 before you sign this document. Unless you indicated otherwise at the time you applied for finance with us, we may use your information to contact you by telephone or to send you information (via email, SMS or post) about products and services of ours and others which we think may be of interest to you. We may also pass your details to other selected businesses who may also contact you by telephone or send you information (via email, SMS or post) about their products and services. You have the right at any time to ask us not to contact you or give your details to others for these purposes. You can notify us in writing to the Customer Services Department at the address given at the top of this agreement or by telephoning the same department on 0345 128 8908.

Signature of the Customer

This is a Hire-Purchase Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

By signing you confirm that you have received:

- the Customer's Copy of this Agreement document with the same version number 0358082 v1.0 as the Original / HFE Copy.
- **DEMO**
- the Pre-Contractual Explanations sheet which the Dealer has explained to you.

Signature of
the Customer:

The Goods will not become your property until you have made all the payments. You must not sell them before then.

Witness to the Signature of the Customer

I have verified the customer's signature.

Signature:

Name:

Address:

Signature of Honda Finance Europe plc

Signature on our behalf.

Signature:

Date of Signature:

(which is the date of this Agreement)

Customer Initials:

Contractual Terms and Conditions

- 1 Hiring and ownership of the Goods
 - 1.1 We agree to hire the Goods to you and you agree to hire them from us from the date we sign this Agreement. You may buy the Goods on the terms shown within this document.
 - 1.2 We own the Goods and until you buy them you must not try to sell them, give them away, use them as security or allow any other person to obtain any rights over them.
 - 1.3 You must get any licence required for the Goods at your expense.
 - 1.4 In this Agreement "Goods" means the goods described on page 1 and includes any replacements or renewals which you or we make. (See also clause 8.5).
 - 1.5 The Agreement takes effect on the date we sign it. This is the date of your Agreement.
- 2 What you must pay
 - 2.1 ****DEMO****
 - 2.2 You must pay us the repayments shown on page 1 on the dates specified. Punctual payment is essential.
 - 2.3 If you are late in making any repayments under this Agreement, we may charge you interest and charges as specified in the "Interest & Charges for Late Payment" section on page 2.
 - 2.4 If you breach this Agreement by not making your repayments in full and on time and you do not remedy the breach when we ask you to, we may send you a default notice. Should the amounts not be paid within the following 14 days, we may, after writing to you, pass the case to our collection agents and you will be liable for any resultant fees charged to us.
 - **DE** If you wish to pay by direct debit you must not set it up in the name of a third party without our prior consent, which we will not withhold without good reason.
 - 2.6 If you wish to pay by any means other than direct debit you may be liable for additional charges as specified in the "Administration Charges" section on page 2.
- 3 Your right of withdrawal
 - 3.1 You have the right to withdraw from this Agreement within 14 days, without providing any reason, starting from the day after you receive confirmation that the Agreement has started. See the "Right of Withdrawal" section for further details.
 - 3.2 Exercising the Right of Withdrawal does not give you the right to hand back the Goods. It only gives you the right to withdraw from the credit Agreement. You will be required to pay the amounts detailed in the "Right of Withdrawal" section to discharge your obligations under the Agreement. If the amount required is not repaid within the time period specified we reserve the right to take further action to recover the sums due.
 - 3.3 Title to the Goods will not pass to you until all sums payable under this Agreement have been paid in full.
- 4 Insurance
 - 4.1 You must keep the Goods insured comprehensively against all risks and for their full replacement value, tell the insurers that we are the owner and let us (if we wish) deal with the insurers on your behalf to make and agree settlement of any claim in respect of the Goods.
 - 4.2 If the Goods are stolen or become a total loss you must tell us immediately. By this Agreement you transfer to us all of your rights to any insurance money due in these circumstances in respect of the Goods and agree that the insurers must pay that money to us. You will pay us any money you receive from the insurers in respect of the Goods.
 - 4.3 If the insurance money we receive is less than the total of the repayments shown on page 1 which have not then been paid (including those still to become due) you must pay to us on demand the difference less any applicable rebate for early payment. If the insurance money we receive exceeds your liability we will pay the surplus to you.
- 5 Servicing and care of the Goods
 - 5.1 You must keep the Goods under your control and in good condition and repair.
 - 5.2 You must have the Goods serviced in accordance with the manufacturer's recommendations and any applicable warranty. The servicing record and registration document must be kept up to date and in your possession. Failure to comply with these obligations will reduce the value of the Goods and have the consequence set out in clause 8.4.
 - 5.3 You must get our written consent before taking or attempting to take the Goods out of the United Kingdom except where this will only be for private use in countries within the European Union for not more than 28 days and you have AA Five Star cover or equivalent.
- 6 How you may become the owner of the Goods
 - 6.1 You will become the owner of the Goods when you have paid all the repayments shown on page 1 and the Purchase Fee (if any) and all other amounts due under this Agreement less any applicable rebate for early payment.
 - 6.2 If you do not buy the Goods, you must return them at the end of this Agreement.
- 7 Goods return option

This clause applies only if the 'Honda Aspirations' plan has been selected (X) and the Guaranteed Future Value on page 1 has been completed and you have paid all the repayments shown on page 1 (except the Final Repayment) and all other amounts due under this Agreement.

 - 7.1 Instead of paying the Final Repayment you may return the Goods to us on or before the date when it is due. Clause 8 will still apply but if you tell us that you prefer that we collect the Goods from you, we will do so provided you first pay us the Goods Return Fee as detailed in the "Administration Charges" section.
 - 7.2 You will when requested by us advise us in writing of the recorded mileage of the Goods.
 - 7.3 If the mileage travelled by the Goods exceeds the Agreed Mileage (if any) shown on page 2, you must pay us an excess mileage charge for each mile travelled by the Goods over the Agreed Mileage at the rate shown in the "Administration Charges" section. If you buy the Goods, however, this liability will cease.
 - 7.4 If you return the Goods and if the Guaranteed Future Value shown on page 1 exceeds the Final Repayment we will apply that excess towards payment of any amounts owed by you under this Agreement and then pay you any surplus. You must pay us any shortfall.
- 8 Return of the Goods

This clause applies if you return the Goods under clause 7 or if you or we terminate this Agreement.

 - 8.1 You must return the Goods in good condition for their age and mileage. If they are not in that condition you may be required to pay us the amount required to bring them up to that condition as detailed in clause 8.7.
 - 8.2 We will collect the Goods from you provided that you first pay us the Goods Return Fee as detailed in the "Administration Charges" section of this Agreement. If you wish to return the Goods we will notify you of our nearest contracted auction site where the Goods can be delivered.
 - 8.3 You must return all keys and servicing records and registration documents or pay us the cost of replacement for any missing items. In addition we may charge you an Administration Fee for each missing item as detailed in the "Administration Charges" section of this Agreement.
 - 8.4 If you have failed to comply with your obligations in clause 5.2 you may be required to pay us the amount by which the value of the Goods has been reduced by your failure, in line with clause 8.7.

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Contractual Terms and Conditions - cont.

- 8 Return of the Goods - cont.
- 8.5 We will remove and return to you any additions that you make to the Goods provided that you ask us to do so in writing and pay our reasonable costs of doing so and of replacing any items and repairing any damage caused in doing this.
- 8.6 We will credit any refund of licence duty or insurance premium we receive against any money you owe us. If the Goods contain property owned by you or someone else we will tell you in writing (by registered letter or recorded delivery) that if you do not collect it within 7 days we will sell or dispose of it and account for the proceeds less anything you owe us.
- **D Upon their return or collection, the Goods may be appraised in your presence. Any damage will be identified and recorded. An amount will be calculated that would be needed to bring the Goods up to good condition for their age and mileage. Should you wish to dispute this amount, you may arrange (at your cost) for an approved independent inspection (such as the AA or RAC) to be carried out, within a specified period. If the independent inspection provides a lower amount we will accept this. If the independent inspection provides a higher amount, we will still accept our original amount.
- 9 Your right to end this agreement
You may end this Agreement as described in the "Termination : Your Rights" section. You must immediately return the Goods to us or make the goods available for collection in accordance with clause 8 and will have to make the payments set out in clause 12.
- 10 Your right to early settle
- 10.1 You have the right to repay the credit early, either in full or partially, in accordance with this clause and the "Early Repayment" section of this Agreement.
- 10.2 Your Agreement must be up to date. If it is not, any monies received will be allocated against any overdue amounts first, and then any remaining amount will be treated as the early settlement sum.
- 11 Our right to end this Agreement
- 11.1 You shall not:
- (a) break any terms of this Agreement, the complete and punctual performance of which is essential;
 - (b) allow any distress or execution to be taken against any of your assets or the Goods;
 - (c) present or suffer a bankruptcy petition to be presented against you or enter or take steps to enter into any arrangement with your creditors or in Scotland become insolvent, or allow your estate to be sequestrated or grant a trust deed for your creditors.
- 11.2 On the happening of the event referred to in clause 11.1(a) or if we become aware that any information supplied by you when entering into this Agreement was false in any material respect, you shall be assumed to have formally rejected this Agreement and we may, after sending you a default notice, terminate the Agreement and repossess the Goods.
- 11.3 On the happening of any event referred to in clause 11.1(b) or (c) we may, after sending you a termination notice, terminate the Agreement and repossess the Goods.
- 12 What you must pay when you terminate this Agreement
- 12.1 If you terminate this Agreement under clause 9 you will no longer be in possession of the Goods with our consent and you must immediately return them to us or make them available for collection in accordance with clause 8.
- 12.2 If you terminate the Agreement under clause 9 you must pay us:
- (a) all repayments and any charges on default, which are at that time overdue plus any other sums due to us under this Agreement including (and without limitation) any sums due under clause 8.4; and
 - (b) by way of agreed damages for breach of this Agreement, an amount equal to one half of the Total Amount Payable under this Agreement, less any repayments paid or due up to the date of termination.
- 13 What you must pay when we terminate this Agreement
- 13.1 If we terminate this Agreement under clause 11 you will no longer be in possession of the Goods with our consent and you must immediately return them to us or make them available for collection in accordance with clause 8.
- 13.2 If we terminate the Agreement under clause 11 you must pay us:
- (a) all repayments and any charges on default, which are at that time overdue plus where applicable, any other sums due to us under this Agreement including (and without limitation) any sums due under clause 8; and
 - (b) by way of agreed damages for breach of this Agreement, an amount equal to the Total Amount Payable under this Agreement, less any repayments paid or due and less any statutory rebate to which you may be entitled; and
 - (c) if we have recovered and sold the Goods, this amount may be reduced by the net sale price after deducting all expenses of selling the Goods and any cost incurred to bring the Goods up to a roadworthy and legal condition; and
 - (d) our reasonable costs and legal expenses for taking steps to ensure you comply with your obligations under this Agreement or trying to find you or the Goods or repossessing the Goods.
- 14 Restrictions on liability
- **DEMO**
- (a) there is no express or implied term or condition of this Agreement that the Goods are of satisfactory quality or fit for any particular purpose or comply with any description which has been given of them; and
 - (b) any dealer, broker or manufacturer who has been involved in this transaction is not our agent and we are not responsible for anything they have said, done or not done unless we have specifically authorised it in writing or unless the law otherwise makes that person our agent.
- Nothing in this clause shall affect your statutory rights as a consumer or any liability that we would otherwise have for death or personal injury caused by our negligence.
- 15 General
- **DE If we relax any of the terms of this Agreement we can enforce them strictly again at any time.
- 15.2 You must tell us in writing within 7 days if you change your address. If you do not, and we are required to trace your whereabouts, we will charge you a Customer Trace Fee as detailed in the "Administration Charges" section of this Agreement.
- 15.3 We may transfer our rights under this Agreement. We may also transfer any of our obligations under this Agreement but only to someone we reasonably consider to be capable of performing them. You may not transfer any of your rights or obligations under this Agreement unless we first give you our written consent which we will not refuse without good reason.
- 15.4 Where more than one person signed this Agreement as the Customer, you shall be jointly and severally liable for the obligations and liabilities of the Customer under this Agreement. This means that each of you is liable, individually and together, for all sums due under the Agreement.
- 15.5 The following words have specific meanings:
- 'we' or 'us': Honda Finance Europe plc, our successors and any person we may transfer our rights or duties to.
- 'you': The Customer.

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Use of Your Information.

What we will do when you apply:

We will search your record at credit reference and fraud prevention agencies and that of your 'financial associate' if you have one, i.e. a person with whom you have or have had, joint personal financial arrangements such as joint accounts or have made joint credit applications. It may be your spouse or partner (not a business partner). We may also, in certain limited circumstances, check the record, including credit details, of other members of your family and, if you are a director or partner in a small business, we may also check on your business. If we decide not to proceed with your application on the basis of information revealed by the search we will ask the supplying dealer to inform you of this.



If you tell us that you have a financial associate, we will search, link and record information about you both at credit reference agencies. You must be sure you have your financial associate's agreement to disclose their information.

If you give us false or inaccurate information and we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information.

We will use a scoring or other automated decision-making system to assess your application and to verify your identity.

What we will also do when you have an agreement with us:

We will add to your record with the credit reference agencies details of your agreement with us, the payments you make under it, any default or failure to keep its terms and any change of name or address.

Account information given to credit reference agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.

What the credit reference agencies will do:

Whether or not this application proceeds, the credit reference agency will place a record of our search on your credit file. This record (but not our name) will be seen by other organisations when you apply for credit in the future. A large number of applications within a short period of time could affect your ****DEMO****

Whether or not this application proceeds, the agencies will link your records and those of your financial associate(s), including any previous and subsequent names. These links will remain on your and their files until you or they tell the agency you are no longer financially linked and the agency accepts this.

The agencies may supply us with credit information, such as previous applications, the conduct of accounts in your and your financial associate's name, any business accounts you have, fraud prevention information and public information such as County Court Judgments, bankruptcies and the Electoral Register.

How we and others use the agency information:

****DEMO****

- prevent fraud and money laundering, for example by:
 - checking details on applications for credit and credit-related or other facilities;
 - managing credit and credit related accounts and other facilities;
 - recovering debts that you owe and tracing your whereabouts;
 - checking details on proposals and claims for all types of insurance;
 - checking details of job applications and employee records;
- verify your identity;
- make decisions on credit, insurance and other facilities, about you, your financial associate(s), members of your household or your business; and
- carry out statistical analysis to help with decisions about credit and account management.

The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

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

Please call us on *freephone 0800 779 070 if you want details of those credit reference and fraud prevention agencies from which we obtain, and to which we pass information about you. You have a legal right to these details. *or textphone 0800 328 4879.

TELEPHONE CALLS

Some telephone calls may be monitored or recorded but for the purpose only of maintaining and improving our service standards or for training our staff.

The companies in our Group include Honda (U.K.) Limited and Honda Motor Europe Limited.

SHARING YOUR INFORMATION WITH OTHERS

We will keep information about you and about your agreement on a Group database. Any company in our Group may access this centrally held information. We may also disclose your personal data to carefully selected third parties who we engage to provide support services to us, including but not limited to, the software suppliers of our core computer systems and third parties who provide marketing services to us.

We may pass information about you and your agreement to anyone we have appointed to help administer your agreement, to your credit insurer for administration, claims handling and fraud prevention (which could include passing it to other insurers), to insurance companies or to recover amounts owing or to anyone to whom we transfer the agreement. We may discuss your agreement or your application for an agreement with the supplying dealer.

We may give an early settlement quotation to dealers within the Honda network or to any other dealer who, with your consent, asks us for one.

You have the right to receive a copy of the information we hold about you if you apply to us in writing at our address shown on page 1. A fee will be payable.

Customer Initials:

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Guarantee and Indemnity subject to the Consumer Credit Act 1974

HONDA

The Power of Dreams

(Regulated Hire Purchase & Hire)

In respect of main agreement number:

Name and Address of the Indemnifier ('you') For Individuals only: Title <input type="text" value="Mr"/> Forename <input type="text" value="John"/> Middle name(s) <input type="text" value="Simon"/> Surname <input type="text" value="Bull"/> Home Address: <input type="text" value="206a High Road"/> <input type="text" value="Romford"/> <input type="text" value="Essex"/> <input type="text" value="Postcode RM6 6LS"/>	Name and Address of the Lender ('we' or 'us') <input type="text" value="Honda Finance Europe plc"/> <input type="text" value="470 London Road"/> <input type="text" value="Slough"/> <input type="text" value="Berkshire"/> <input type="text" value="SL3 8QY"/>
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Details of the Main Agreement	
Name of the Customer ("Borrower"): <input type="text" value="Thames Veterinary Group"/>	Description of the Goods: <input <="" td="" type="text" value="New HONDA CBR1000RR FIREBLADE CBR1000RRCE (12-)"/>
Home/Principal Trading Address: <input type="text" value="206 High Road"/> <input type="text" value="Romford"/> <input type="text" value="Essex"/> <input type="text" value="Postcode RM6 6LS"/>	Registration Number: <input type="text" value="WR16508"/> Type of Agreement Hire Purchase: <input checked="" type="checkbox"/> Hire <input type="checkbox"/>

Terms of the Guarantee and Indemnity
<p>You, the Indemnifier named above, request us to enter into the Main Agreement with the Borrower and in consideration of our so doing undertake and agree with us as follows:-</p> <ol style="list-style-type: none">1. You hereby guarantee, upon written demand being made by us to you, the payment by the Borrower of all sums due under the Main Agreement and the due performance of all the Borrower's obligations under it. You will pay us as soon as we demand it.2. You undertake that you will pay us as soon as we ask you, all sums payable by the Borrower under the Main Agreement or otherwise) or under section 66A(9) of the Consumer Credit Act 1974 (where the Borrower has withdrawn from the Main Agreement under section 66A of such Act) and you will compensate us fully for all losses and damage which we may incur by reason of any failure by the Borrower to perform or observe any of the terms and conditions of the Main Agreement.3. You will continue to be bound by this guarantee and indemnity even if<ol style="list-style-type: none">(a) we relax or do not enforce any of the terms of the Main Agreement, or(b) we effect any variation in the terms of the Main Agreement, or(c) we enter into any compromise or arrangement with the Borrower,provided that your liability is not increased by such act.4. We shall be entitled to vary, exchange, refrain from perfecting or release any other securities held or to be held by us for or on account of the money intended to be secured by this guarantee and indemnity or any part of it without affecting our rights against you by doing so.5. If there is more than one Indemnifier you are each separately responsible for all the above obligations.6. You confirm receiving a copy of this guarantee and indemnity.

<p>IMPORTANT – YOU SHOULD READ THIS CAREFULLY</p> <p>YOUR RIGHTS</p> <p>The Consumer Credit Act 1974 covers this guarantee and indemnity and lays down certain requirements for your protection. If they are not carried out, we cannot enforce the guarantee and indemnity against you without a court order.</p> <p>Until the agreement between us and the borrower has been made, you can change your mind about giving the guarantee and indemnity. If you wish to withdraw, you must give WRITTEN notice to us which must reach us BEFORE the main agreement is made. Once it has been made you can no longer change your mind.</p> <p>Under this guarantee and indemnity YOU MAY HAVE TO PAY INSTEAD of the borrower and fulfil any other obligations under the guarantee and indemnity. (But you cannot be made to pay more than he could have been made to pay unless he is under 18.) However, if the borrower fails to keep to his side of the agreement, we must send him a default notice (and a copy to you) giving him a chance to put things right before any claim is made on you.</p> <p>If you would like to know more about your rights under the Act, you should contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.</p>
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HFE/Indemnity/001 (04.2014)
Indemnifier's Copy

Indemnifier Initials:

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Guarantee and Indemnity subject to the Consumer Credit Act 1974

(Regulated Hire Purchase & Hire)

In respect of main agreement number:

HONDA

The Power of Dreams

Important – You should seek independent legal advice before signing this guarantee and indemnity.
You may have to pay instead of or as well as the borrower.

This is a guarantee and indemnity subject to the Consumer Credit Act 1974.
If the borrower fails to keep to his agreement with us, YOU MAY HAVE TO PAY INSTEAD and fulfil any other obligations under the guarantee and indemnity. Sign only if you want to be legally bound by its terms.

Signature(s)
of Indemnifier(s):

Date of signature:

Witness to the Signature of the Indemnifier
I have verified the Indemnifier's signature.

Signature:

Name:

Address:

USE OF YOUR INFORMATION CREDIT REFERENCE AGENCIES

****DEMO****

this will be seen by other organisations that make searches. Searches will also be made in respect of directors and partners of firms.

We will check your details with fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud, we will record this.

These records will be shared with other organisations and used by us and them to:

****DEMO****

- trace borrowers, recover debt, prevent money laundering and fraud, and to manage your accounts.

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We and the credit reference agencies and fraud prevention agencies will also use the records for statistical analysis about credit and about insurance and fraud.

Fraud prevention agency records will also be shared with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.

Please telephone us on *Freephone 0800 779 070 if you want to have details of those credit reference and fraud prevention agencies from whom we obtain information about you. You have a legal right to these details. *or Textphone 0800 328 4879.

SHARING YOUR INFORMATION WITH OTHERS

We may pass information about you and the Agreement to anyone we have appointed to help administer the Agreement or to anyone to whom we transfer the Agreement.

We may also pass information about you and this guarantee and indemnity and any failure to fulfil your obligation under it to other companies in our Group and to the credit reference agencies.

You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

TELEPHONE CALLS

Some telephone calls may be monitored or recorded but for the purposes only of maintaining and improving our service standards or for training our staff.

