Proposal no.	2100743226.S00

FINANCE

Pre-contract Information
Hire Agreement regulated by the Consumer Credit Act 1974

In this Agreement, **"we"** are RCI Financial Services Limited at Rivers Office Park, Denham Way, Maple Cross,Rickmansworth,WD3 9YS and **"you"** are the Customer named below

Name of Customer	Portland Town Council
Address of Customer	three yards close Three Yards Close Portland Dorset DT5 1JN

KEY FINANCIAL INFORMATION

Description of Goods	RENAULT KANGOO ZE ELECTRIC ML33 44kW Business i-Van Auto Ply Lining Delivery	Description of Optional Services	Renault Care Pack - Service, Maintenance & Tyres
		Date of First Registration	19 February 2021
Registration Number	HG70PZK	Delivery Date	19 February 2021
Vehicle Identification Number	VF1FW000665563377	Starting Mileage	0

Period of Hire

24 months commencing on the Delivery Date ("**Commencement Date**").

Rental Payments

You will make one payment of £1264.97 on the Commencement Date. You must then pay 23 monthly rental payments of £210.83 commencing one monthafter the Commencement Date.

Each monthly rental payment is made up as follows:

Hire element of rental payment: £201.83

Service element of Rental payment ("**Service Charge**"):

Renault Care Pack - Service, Maintenance & Tyres: £9.00
Other selected optional services: £0.00
Total Service Charge: £9.00

All amounts provided are shown inclusive of VAT, where applicable. VAT is charged in accordance with clause 3.3 of the Terms.
We may vary the Rentals and the Maintenance Charge or Service Charge (as applicable) in an proportionate manner if our costs in delivering the Optional Maintenance or Manufacturer Recommended Servicing to which these Maintenance Charges or Service Charges relate increase. We will inform you of any changes to the Rentals and the Maintenance Charges or Service Charge (as applicable) by providing you with no less than 30 days written notice.

Early Termination Charge

We may, at our discretion, allow you to end the period of hire early ("**Early Termination**") in accordance with clause 12 of the Terms. If we agree to your Early Termination, you must pay to us immediately on request:

(a) all arrears of Rentals and other sums which have already fallen due but which have not been paid, together with interest accrued thereon;
(b) our costs of repairing the Goods and restoring them to good condition and enforcing our rights under this Agreement;
(c) any costs, charges and expenses incurred by us as a result of your breach of this Agreement (as shown on page 2);
(d) any Excess Mileage Charges due and payable under clause 14 of the Terms; and
(e) a sum equal to 50% of the future Rentals (less the Service Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire.

If we agree to your Early Termination, you will no longer have the right to keep the Goods and you must return the Goods to us in good condition and working order (excluding any fair wear and tear) in accordance with clauses 11.3 to 11.8 of the Terms inclusive.

Termination Payment for Total Loss

If the Agreement ends because the Goods are a Total Loss (see clause 6.5 of the Terms), you must pay to us immediately on request:

(i) all arrears of Rentals and other sums which have already fallen due but which have not been paid, together with interest accrued thereon;
(ii) any costs, fines, charges and expenses incurred by us as shown in the "Key Information" section on page 2 of the Agreement;
(iii) any Excess Mileage Charges due and payable under clause 14 of the Terms;

(iv) a sum equal to all the Rentals (less the Service Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire (less a discount for early payment on each such Rental at the rate of 2% a year from the date of termination to the date the Rental would have been due); and

(v) a sum equal to the residual value of the Goods (such sum to be determined by us).

You must continue to pay the Rentals until such time as we have received settlement in full (in accordance with clause 6.5 of the Terms).

KEY INFORMATION

1. List of charges payable by you if you breach this Agreement:
   - Each letter chasing payment of arrears (save for first reminder letter) £12.00
   - Each returned direct debit/represented cheque £10.00
   - An administration fee in respect of each penalty charge notice, parking, infringement fine and/or charge incurred. £12.00
   - If you do not return the items listed in clause 11.5 of the Terms, you must pay to us the following charges (see clause 11.6 of the Terms):-
     - a charge of £50.00 for a valid MOT certificate;
     - a charge of £30.00 for a stamped service record;
     - a charge of £210.00 for each missed service; and
     - the actual cost of replacement of the spare wheel, tools, master key, key remote fob and all accessories as originally supplied.
   - You will pay us for any reasonable costs that we incur (which are current at the time that we incur them), including costs that we pay to a third party, for enforcement of our rights under this Agreement, for the repayment of the money you owe us including, without limitation, legal costs and expenses (including court action), auction fees/storage fees/insurance fees and agent's fees for tracing you, the Goods and/or collecting the Goods.
   - You will reimburse us on demand for any costs we incur in respect of the payment by us of any penalty charge notice, parking fine, infringement fine and/or charge incurred by you whilst the Goods are in your possession together with the administration fee of £12.00 referred to above.
2. We may charge daily interest on any sum which has not been paid by its due date. The rate of interest will be equal to 4% per annum above Finance House Base Rate (which is variable) and will be charged from the date when the unpaid amount fell due until the date it is paid. The rate of interest may be charged before as well as after any court judgment made against you.
3. In the event that the Goods are returned to us for any reason and you have failed to comply with your obligation to keep the Goods properly serviced and in good repair and condition (see clause 7.2 of the Terms), you will be responsible for the cost of any repairs necessary to put the Goods in good repair and condition.
4. If this Agreement ends as a result of your breach (see clauses 4.1 and 9 of the Terms), you must pay to us immediately upon demand:

   (a) all arrears of Rentals and other sums which have already fallen due under this Agreement but which have not been paid, together with interest accrued thereon;
   (b) our costs of repairing the Goods and restoring them to good condition and enforcing our rights under this Agreement;
   (c) any costs, fines, charges and expenses incurred by us as a result of your breach of this Agreement (as shown on page 2 of this Agreement);
   (d) any Excess Mileage Charges due and payable under clause 14 of the Terms;
   (e) a sum equal to all the Rentals (less the Service Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire (less a discount for early payment on each such Rental at the rate of 2% a year from the date of termination to the date the Rental would have been due); and
   (f) if any Goods are not for any reason returned to or recovered by us, a sum equal to the residual value of the Goods (such sum to be certified by us).
5. Other charges payable by you:
   - An administration fee of £25.00 for changing the registration mark (see clause 7.9 of the Terms).
   - an administration fee of £50.00 for any amendment to the contractual terms of this Agreement.
   - a collection fee of £100.00 if you cannot deliver the Goods to one of our named auction sites in accordance with clause 11.3 of the Terms and we collect the Goods and carry out an inspection from your home address.
   - An administration charge of £12.00 for our administration costs in dealing with any additional services incurred under clause 13.6. In addition you will be required to reimburse us for the cost of the additional services in accordance with clause 13.6.

   We reserve the right to vary these charges in a proportionate manner if our costs in delivering the services to which these charges relate increase. We will inform you of any changes by providing no less than 30 days written notice.
6. Maximum Contractual Mileage: 16000 miles
   Annual Mileage Allowance: 8000 miles
   Excess Mileage Charge: 0.08 pence per mile

   You must not exceed the Annual Mileage Allowance and Maximum Contractual Mileage. For each mile driven in excess of the Annual Mileage Allowance you will be required to pay the Excess Mileage Charge. This will be payable on expiry, or the earlier ending of this Agreement. For the purpose of calculating whether any Excess Mileage Charges are payable where this Agreement terminates for any reason prior to the end of the term of hire, we will calculate your maximum contractual mileage by multiplying the Annual Mileage Allowance by the duration of the Agreement (in years) and this shall be reduced proportionately to the reduced term.

   If you have elected to take Optional Maintenance and if for any reason you exceed the permitted Annual Mileage Allowance, we reserve the right to require you to pay an additional maintenance charge of £0.08 per excess mile if our costs in delivering the Optional Services to you increase.
7. The Agreement is not cancellable under the Consumer Credit Act 1974.

MISSING PAYMENTS
Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS
The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If there not, the owner cannot enforce this Agreement without getting a court order.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Agreement no.	2100743226.S00

FINANCE

RENAULT

Hire Agreement regulated by the Consumer Credit Act 1974

In this Agreement, **"we"** are RCI Financial Services Limited trading as Renault Finance of Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS and **"you"** are the Customer named below

Name of Customer	Portland Town Council
Address of Customer	three yards close Three Yards Close Portland Dorset DT5 1JN

KEY FINANCIAL INFORMATION

Description of Goods	RENAULT KANGOO ZE ELECTRIC ML33 44kW Business i-Van Auto Ply Lining Delivery	Description of Optional Services	Renault Care Pack - Service, Maintenance & Tyres
		Date of First Registration	19 February 2021
Registration Number	HG70PZK	Delivery Date	19 February 2021
Vehicle Identification Number	VF1FW000665563377	Starting Mileage	0

Period of Hire

24 months commencing on the Delivery Date ("**Commencement Date**").

Rental Payments

You will make one payment of £1264.97 on the Commencement Date. You must then pay 23 monthly rental payments of £210.83 commencing one monthafter the Commencement Date.

Each monthly rental payment is made up as follows:

Hire element of rental payment: £201.83

Service element of rental payment ("**Service Charge**"):

Renault Care Pack - Service, Maintenance & Tyres: £9.00

Total Service Charge: £9.00

All amounts provided are shown inclusive of VAT, where applicable. VAT is charged in accordance with clause 3.3 of the Terms.
We may vary the Rentals and the Maintenance Charge or Service Charge (as applicable) in a proportionate manner if our costs in delivering the Optional Maintenance or Manufacturer Recommended Servicing to which these Maintenance Charges or Service Charges relate increase. We will inform you of any changes to the Rentals and the Maintenance Charges or Service Charge (as applicable) by providing you with no less than 30 days written notice.

Early Termination Charge

We may, at our discretion, allow you to end the period of hire early ("**Early Termination**") in accordance with clause 12 of the Terms. If we agree to your Early Termination, you must pay to us immediately on request:

(a) all arrears of Rentals and other sums which have already fallen due but which have not been paid, together with interest accrued thereon;
(b) our costs of repairing the Goods and restoring them to good condition and enforcing our rights under this Agreement;
(c) any costs, charges and expenses incurred by us as a result of your breach of this Agreement (as shown on page 2);
(d) any Excess Mileage Charges due and payable under clause 14 of the Terms; and
(e) a sum equal to 50% of the future Rentals (less the Service Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire.

If we agree to your Early Termination, you will no longer have the right to keep the Goods and you must return the Goods to us in good condition and working order (excluding any fair wear and tear) in accordance with clause s 11.3 to 11.8 of the Terms inclusive.

Termination Payment for Total Loss

If the Agreement ends because the Goods are a Total Loss (see clause 6.5 of the Terms), you must pay to us immediately on request:

(i) all arrears of Rentals and other sums which have already fallen due but which have not been paid, together with interest accrued thereon;
(ii) any costs, fines, charges and expenses incurred as shown in the "Key Information" section on page 2 of the

Agreement;
(iii) any Excess Mileage Charges due and payable under clause 14 of the Terms;
(iv) a sum equal to all the Rentals (less the Service Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire (less a discount for early payment on each such Rental at the rate of 2% a year from the date of termination to the date the Rental would have been due); and
(v) a sum equal to the residual value of the Goods (such sum to be determined by us).

You must continue to pay the Rentals until such time as we have received settlement in full (in accordance with clause 6.5 of the Terms).

KEY INFORMATION

1. List of charges payable by you if you breach this Agreement:
   - Each letter chasing payment of arrears (save for first reminder letter) £12.00
   - Each returned direct debit/represented cheque £10.00
   - An administration fee in respect of each penalty charge notice, parking, infringement fine and/or charge incurred. £12.00
   - If you do not return the items listed in clause 11.5 of the Terms, you must pay to us the following charges (see clause 11.6 of the Terms):-
     - a charge of £50.00 for a valid MOT certificate;
     - a charge of £30.00 for a stamped service record;
     - a charge of £210.00 for each missed service; and
     - the actual cost of replacement of the spare wheel, tools, master key, key remote fob and all accessories as originally supplied.
   - You will pay us for any reasonable costs that we incur (which are current at the time that we incur them), including costs that we pay to a third party, for enforcement of our rights under this Agreement, for the repayment of the money you owe us including, without limitation, legal costs and expenses (including court action), auction fees/storage fees/insurance fees and agent's fees for tracing you, the Goods and/or collecting the Goods.
   - You will reimburse us on demand for any costs we incur in respect of the payment by us of any penalty charge notice, parking fine, infringement fine and/or charge incurred by you whilst the Goods are in your possession together with the administration fee of £12.00 referred to above.
2. We may charge daily interest on any sum which has not been paid by its due date. The rate of interest will be equal to 4% per annum above Finance House Base Rate (which is variable) and will be charged from the date when the unpaid amount fell due until the date it is paid. The rate of interest may be charged before as well as after any court judgment made against you.
3. In the event that the Goods are returned to us for any reason and you have failed to comply with your obligation to keep the Goods properly serviced and in good repair and condition (see clause 7.2 of the Terms), you will be responsible for the cost of any repairs necessary to put the Goods in good repair and condition.
4. If this Agreement ends as a result of your breach (see clauses 4.1 and 9 of the Terms), you must pay to us immediately upon demand:

   (a) all arrears of Rentals and other sums which have already fallen due under this Agreement but which have not been paid, together with interest accrued thereon;
   (b) our costs of repairing the Goods and restoring them to good condition and enforcing our rights under this Agreement;
   (c) any costs, fines, charges and expenses incurred by us as a result of your breach of this Agreement (as shown on page 2 of this Agreement);
   (d) any Excess Mileage Charges due and payable under clause 14 of the Terms;
   (e) a sum equal to all the Rentals (less the Service Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire (less a discount for early payment on each such Rental at the rate of 2% a year from the date of termination to the date the Rental would have been due); and
   (f) if any Goods are not for any reason returned to or recovered by us, a sum equal to the residual value of the Goods (such sum to be certified by us).
5. Other charges payable by you:
   - An administration fee of £25.00 for changing the registration mark (see clause 7.9 of the Terms).
   - an administration fee of £50.00 for any amendment to the contractual terms of this Agreement.
   - a collection fee of £100.00 if you cannot deliver the Goods to one of our named auction sites in accordance with clause 11.3 of the Terms and we collect the Goods and carry out an inspection from your home address.
   - An administration charge of £12.00 for our administration costs in dealing with any additional services incurred under clause 13.6. In addition you will be required to reimburse us for the cost of the additional services in accordance with clause 13.6.

   We reserve the right to vary these charges in a proportionate manner if our costs in delivering the services to which these charges relate increase. We will inform you of any changes by providing no less than 30 days written notice.
6. Maximum Contractual Mileage: 16000 miles
   Annual Mileage Allowance: 8000 miles
   Excess Mileage Charge: £0.08 per mile

   You must not exceed the Annual Mileage Allowance and Maximum Contractual Mileage. For each mile driven in excess of the Annual Mileage Allowance you will be required to pay the Excess Mileage Charge. This will be payable on expiry, or the earlier ending of this Agreement. For the purpose of calculating whether any Excess Mileage Charges are payable where this Agreement terminates for any reason prior to the end of the term of hire, we will calculate your maximum contractual mileage by multiplying the Annual Mileage Allowance by the duration of the Agreement (in years) and this shall be reduced proportionately to the reduced term.

   If you have elected to take Optional Maintenance and if for any reason you exceed the permitted Annual Mileage Allowance, we reserve the right to require you to pay an additional maintenance charge of £0.08 per excess mile if our costs in delivering the Optional Services to you increase.

7. This Agreement is not cancellable under the Consumer Credit Act 1974.

MISSING PAYMENTS
Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS
The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If there not, the owner cannot enforce this Agreement without getting a court order.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

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

Signature of Hirer:

Date of Signature

Under this agreement the goods do not become your property and you must not sell them.

DATA PROTECTION
It is important to us that you understand how we process your personal data and so before signing this Agreement, please read our Customer Privacy Notice (a copy of which should be given to you along with this Agreement) to find out about the purposes for which we use your personal data and also to provide us with your preferences about how we should contact you to promote our products and services. If you have not been shown the RCIFS Customer Privacy Notice or would like to see a copy of this again in the future, please contact us on businessfinance@rcibanque.com

HIRER NOTICE/ACKNOWLEDGEMENT

When you sign, please ensure that (a) all the information inputted into pages 1 and 2 in relation to your details, the Goods and the period of hire accords with what you have requested; and (b) the terms relating to this Agreement are attached.

By signing this Agreement, you confirm that you have received and been given an opportunity to consider a "Pre-Contract Information" document which sets out the key financial and other information relating to this Agreement.

It is important that you read and understand the information on pages 1, 2 and 3of the terms of this Agreement before you sign. In particular, you are required to keep the Goods comprehensively insured and under your day to day control. Please ask if there is any term you do not understand. You should only sign if you want to be bound by the terms. Please ensure that you receive a complete copy of this Agreement after you have signed it.

Signed for and on behalf of RCI Financial Services Limited accepting this Agreement

The date of this Agreement will be the date of the Customer's signature. If undated, this Agreement shall be deemed as dated the day the Goods are made available to you to take delivery.

Additional Information

Driver/Contact Name (if different from above)		Portland Town Council	
Telephone: Landline Mobile	01305821638	Email address	office@portlandtowncouncil.gov.uk
Residential Status:		Time at your current address	
Employer Name and Address:		Time with current employer:	
Credit Intermediary Name:	Hendy Renault Poole	Credit Intermediary Address:	573 Wallisdown Road Poole Dorset BH12 5BA

RCI Financial Services
groupe RCI Banque

Terms & Conditions

1. Introduction

1.1 The terms and conditions set out below and the financial and other information on pages 1, 2 and 3 of the Agreement make up the agreement between us and you ("**Agreement**") upon which we are willing to enter into arrangements relating to the hire of goods set out on page 1 of the Agreement ("**Goods**").

2. Period of Hire and modifications to the Agreement

2.1 The Period of Hire will start on the "Commencement Date" and, subject to the remaining terms of this Agreement, will continue for the period of hire shown under "Key Financial Information" on page 1 of the Agreement. At the end of the Period of Hire, you must return the Goods to us in accordance with clause 11.1.

2.2 At any time after the first 12 months of the Period of Hire and prior to the final 3 months of the Period of Hire, you may ask us to extend the Period of Hire and/or the Maximum Contractual Mileage. We will consider your request provided that:

(a) the Maximum Contractual Mileage will not be extended beyond 120,000 miles; and

(b) the Period of Hire must be extended by a minimum of 1 month but cannot be extended beyond a total period of hire of 60 months.

2.3 If we agree to the modifications, we will issue an agreement modifying this Agreement which will be binding on you and us once signed. This will also show any changes to your Rentals and the Service Charges payable by you. We may charge you an administration fee for processing your request (the amount of which is shown on page 2 of this Agreement).

2.4 If at any time we reasonably determine that there is a difference of more than 10% between the Maximum Contractual Mileage shown on page 2 of the Agreement and the projected actual mileage at the end of the Period of Hire, we may at our discretion (and by giving at least 30 days' notice to you) vary the Period of Hire and/or the Maximum Contractual Mileage. This may result in changes to the amount of your Rentals and the Service Charges payable by you. We will only do this if we reasonably believe that this will, over the full term of the Agreement, result in you paying less than if you retained the original Period of Hire and/or Maximum Contractual Mileage and paying the Excess Mileage Charges at the end of the term.

3. Payment

3.1 You agree to make each of the Rentals shown under **"Rental Payments**" on page 1 of the Agreement ("**Rentals**") and any other sums due from you to us under this Agreement by the relevant due date.

3.2 Subject to clause 13.9, payment of all Rentals and other sums due under this Agreement must be made by direct debit (unless we agree otherwise) from a bank account in your name without demand and without any deduction. If you change your address or bank details, you should write to us as soon as reasonably possible and in any event no later than 7 days after the change. If you change your bank account details it may take up to 30 days for us to amend your direct debit arrangement to reflect the new details.

3.3 The Rentals shown under "Key Financial Information" on page 1 of the Agreement and the fees and charges shown under "Key Information" on page 2 of the Agreement include VAT at the rate which is current at the date of this Agreement. If the rate of VAT has changed at the time the Rental, fee or charge becomes payable (as applicable), the Rental, fee or charge will be increased or decreased to reflect such change.

4. Failure to Pay

4.1 Punctual payment by you of all Rentals and other sums due under this Agreement is a vital condition of this Agreement. If you are late making any payment due under this Agreement for 30 days or more, we shall treat this as a serious breach of this Agreement and we will be entitled to send you a default notice asking you to pay the arrears. If you do not comply with the terms of the default notice, we will regard such failure as an indication by you that you have repudiated this Agreement. This means that you will have indicated that you no longer consider yourself bound by the terms of this Agreement. If this happens, we will write to you to confirm that this Agreement is at an end and you will be required to pay us the sums described in clause 10 below and return the Goods to us in accordance with clause 10.3 below.

4.2 If any payment due to us under this Agreement is not paid on time for any reason, you will pay us interest on that sum until it is paid. Please see page 2 for further details.

5. The Goods

5.1 The word "Goods" includes any accessories and any renewals or replacements of component parts made whilst this Agreement continues.

5.2 The Goods shall at all times remain our property, and you shall have no right, title or interest in or to the Goods (save the right to enjoy possession and use of the Goods subject to the terms and conditions of this Agreement).

6. Insuring the Goods

6.1 You are responsible for the Goods from the time you take delivery. You must insure the Goods, in your name, with a reputable insurer under a fully comprehensive policy against all risks of loss or damage (including third party liability, fire, theft and accident) and for the full replacement value of the Goods without any unusual excess or restriction. You must keep the Goods so insured throughout the duration of this Agreement or otherwise whilst the Goods are in your possession or under your control.

6.2 You must notify your insurer that we own the Goods and that you are hiring them from us under this Agreement. You must show us the insurance policy and current certificate of insurance on request together with evidence of payment of the premiums. You must pay all insurance premiums on time and comply, in all respects, with the terms of your policy.

6.3 You must continue to pay the Rentals under this Agreement if the Goods become unusable for any reason (subject your statutory protections set out at clause 8.3).

6.4 In the event that the Goods are damaged and do not amount to a Total Loss, you must use any insurance monies paid to you by your insurer in respect of the damage to repair the Goods if they can be repaired. You must advise us if the Goods are damaged and we will have the right to arrange for its repair ourselves (subject to our consultation with your insurers). In the event that the Goods are damaged you shall, at our request and your expense, assign to us all your rights, benefits and claims under any relevant insurance policy.

6.5 If the Goods are a "**Total Loss**" because the Goods are, in our reasonable opinion or the opinion of your insurers, damaged beyond repair, lost, stolen, destroyed, seized or confiscated (whether or not this is your fault), you shall:

(a) inform us immediately and in any event within 48 hours of the Goods becoming a Total Loss, in writing, of what has happened, specifying the date, nature and circumstances of the damage/loss. Where the Goods are stolen you shall also notify the Police of the theft and provide us with the relevant crime reference number;

(b) authorise and arrange for your insurer to make prompt payment of any insurance proceeds direct to us upon request. If you receive any money direct from your insurer, you will pay that money to us immediately upon request. Until you make payment, you will hold such money on trust for us;

(c) immediately upon request, pay to us the following termination sum (**Total Loss Sum**):

(i) all arrears of Rentals and other sums which have already fallen due but which have not been paid, together with interest accrued thereon;

(ii) any costs, fines, charges and expenses incurred by us as shown in the "Key Information" section on page 2 of the Agreement;

(iii) any Excess Mileage Charges due and payable under clause 14 below;

(iv) a sum equal to all the Rentals (less the Service Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire (less a discount for early payment on each such Rental at the rate of 2% a year from the date of termination to the date the Rental would have been due); and

(v) a sum equal to the residual value of the Goods (such sum to be certified by us).

(d) continue to pay the Rentals until such time as we have received settlement in full (in accordance with this clause 6.5);

(e) irrevocably authorise us, if we wish, to conduct negotiations with the insurer for any material claim in respect of the Goods and to settle any material claim on reasonable terms. You agree to be bound by any settlement or arrangement made with the insurers by us. We will not be liable to you for any loss or damage arising from dealings with the insurer except where loss or damage is caused as a direct result of our negligence; and

(f) you agree that as we retain ownership of the Goods, we are entitled to negotiate any settlement of your insurance claim with your insurer. You agree to be bound by such settlement.

6.6 If the Goods are a Total Loss, the hiring of the Goods under this Agreement shall immediately come to an end (after we have sent you any notice which we are required to send you by law) and we will apply any sums received from your insurer against the sums due to us under clause 6.5 and any other sums due to us under this Agreement. For the avoidance of doubt, you will be responsible for the payment of any shortfall between any amount paid by your insurer and the Total Loss Sum, which shall be payable immediately upon request. We shall pay to you any surplus (if any).

7. Inspection, care and use of the Goods

7.1 You shall be responsible for arranging for the delivery of the Goods from the supplier. You shall inspect the Goods on delivery and notify us as soon as possible but in any event within 5 days of delivery if the Goods are defective. Where the Goods are satisfactory to you we may require you to confirm in writing your acceptance of the Goods.

7.2 You must take reasonable care of the Goods. This includes ensuring that they are kept in good repair and condition at all times and are serviced and maintained in accordance with the recommendations of, and at the service intervals specified by, the manufacturer ("**Manufacturer Recommendations**") (being the manufacturer recommendations as supplied to you at the time the Goods are supplied).

7.3 You are responsible for any loss or damage to the Goods (excluding any reasonable fair wear and tear), whether or not such loss or damage is your fault (unless the loss or damage is caused by our negligence or our breach of this Agreement).

7.4 You shall not make any modification to the Goods or fit any non-standard parts to the Goods without our prior written consent. Where we have approved added extras or modifications to the Goods (including but not limited to spoilers, exhaust pipes, audio equipment and alloy wheels), these shall be considered as integrated into the Goods. You shall not remove such added extras to the Goods without our prior written consent. If we provide such consent and you remove such items, you shall make good any damage caused to the Goods by their removal and ensure that the Goods are delivered up to us in good repair and condition (excluding any reasonable fair wear and tear as determined by the British Vehicle Rental and Leasing Association Fair Wear and Tear Guide for the Contract Hire Industry ("**BVRLA Guidelines**") (a copy of which is available upon request).

7.5 You must allow us and/or our authorised agents to inspect the Goods at any time on reasonable notice.

7.6 As we own the Goods, you must not without our prior written consent claim ownership, assign, mortgage, pledge, offer for sale, sublet or otherwise deal with the Goods or any interest in them or this Agreement nor try to sell them, nor otherwise allow any other person to obtain any rights over them.

7.7 You must, keep the Goods in your possession and under your day to day control and only you and any other adequately insured person, with your consent, may drive or use the Goods. You must not use the Goods nor allow the Goods to be used in a manner or for any purpose which is illegal or when unsafe or otherwise unfit to drive or use. You must not permit the Goods to be used for racing, rallying, driving tuition, as a hire car, for taxi services or similar purposes. You must not use the Goods to carry dangerous material and/or chemicals.

7.8 You must not allow the Goods to be taken outside the United Kingdom without our prior written consent except that you may take them to any country within the European Union and Switzerland for periods not exceeding: (a) 30 days each; and (b) a total of 60 days in each calendar year. Whenever the Goods are taken outside the United Kingdom you must ensure your insurance policy provides fully comprehensive cover for the Goods against all usual risks (including fire, theft and accident) for their full replacement value, including repatriation expenses for each country you visit.

7.9 You must advise us in writing if you wish to change the registration number of any vehicle comprised within the Goods ("**Vehicle**") from that shown on page 1 of the Agreement. We may charge you an administration fee for processing your request (the amount of which is shown on page 2 of this Agreement).

7.10 You must promptly comply with the manufacturer's recall of the Goods.

7.11 You shall comply with all statutory and other obligations of all kinds in relation to the Goods and the use of them and at your own expense add to or install with the Goods any safety or other equipment required by any applicable law or regulation to be added or installed and to protect the Goods against repossession, distress, execution or seizure.

7.12 You must not permit the Goods to be used for towing nor allow any towing equipment to be fitted to the Goods without our prior written consent, such consent not to be unreasonably withheld.

7.13 You must not add stickers or transfers or paint any words or logos on the Goods or otherwise alter the paintwork without our prior written consent and will ensure that the bodywork is cleaned before return and returned to its original condition. You must ensure bodywork is maintained regularly to preserve its condition.

7.14 You must ensure that a current MOT test certificate is obtained for the Goods when this becomes necessary and will not allow the Goods to be used without a current certificate in force when applicable. The Goods must be returned to us with at least 1 months' valid period of MOT remaining at the date of its return,

7.15 You shall ensure that each windscreen and all glass is kept in good repair and condition (excluding any fair wear and tear as determined by the BVRLA Guidelines) at all times. If any windscreen and/or glass is subject to damage you shall, at your own cost and expense, arrange for the replacement and/or repair of such damaged windscreen and/or glass at a dealership approved by us.

7.16 You shall carry out, at your own expense, daily safety checks of engine, transmission and hydraulic oil levels, coolant, brake fluid, tyre pressure and condition and battery electrolyte levels in accordance with Manufacturer's Recommendations.

8. Liability

8.1 Nothing in this Agreement shall exclude or in any way limit either parties liability for death or personal injury caused by its own negligence or its employees.

8.2 We shall not be liable for any loss or damage which arises from, or as a result of, any defect in the Goods unless caused as a result of our negligence or our breach of this Agreement However, we shall pass on to you (to the extent we are entitled to do so) the benefit of all express warranties relating to the Goods, which have been given to us by the supplier or the manufacturer of the Goods or any third party.

8.3 If you enter into this Agreement as a consumer, or if, in Scotland, this Agreement is a consumer contract (within the meaning of the Unfair Contract Terms Act 1977) the Goods are supplied to you with the benefit of the terms implied by Sections 7 (relating to our right to transfer possession of the Goods), 8 (relating to lettings by description), 9 (relating to implied undertakings as to quality and fitness) and 10 (relating to samples) of the Supply of Goods and Services Act 1982. We make no other assurances in relation to the quality of the Goods or their fitness for your purposes. You are responsible for choosing the Goods and making sure that they are fit and suitable for your purposes.

8.4 Nothing in this clause 8 shall affect the statutory rights of a consumer.

8.5 We shall in no circumstances be liable to you for any loss of profit, loss of revenue/income, loss of use, loss of contract, loss of goodwill/damage to reputation, loss of anticipated savings, loss of management time, increased cost of working or any indirect economic or consequential loss, in each case whether arising in contract, tort (including negligence), breach of statutory duty or otherwise and whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this Agreement (save where by statute such loss cannot be excluded).

9. Our right to end this Agreement

9.1 We may end this Agreement (and any other agreement we may have with you) after giving you any written notice required by law if:

(a) you fail to pay any Rental or other sum owing to us under this Agreement (or any sum due to us under any other agreement we may have with you); or

(b) you are in material breach of any of the other terms of this Agreement (or any terms of any other agreement we may have with you) and where capable of remedy you fail to rectify the breach; or

(c) you have given us any information, in connection with this Agreement or any other agreement we may have with you, which we have reasonable grounds to believe is false or misleading in a material respect; or

(d) a petition for your bankruptcy is presented, a bankruptcy order is made against you, or you enter into any voluntary arrangement with your creditors, or you arrange or attempt to arrange a composition or scheme with your creditors, or a meeting of your creditors is called; or

(e) you are a partnership, any of the partners dies, the partnership is for any reason dissolved or an administrator is appointed over some or all of the partnership assets;

(f) a landlord or any other person threatens or takes any step to seize the Goods for a debt or for any other lawful reason; or

(g) we have reasonable grounds for believing that our interest in the Goods is at risk or any step which prejudices our ownership or rights in respect of the Goods is attempted or taken; or

(h) you abandon the Goods; or

(i) the Goods are lawfully seized or detained or made the subject of a court order; or

(j) you are unable to pay your debts as they fall due.

10. What you must do if we end this Agreement

10.1 You must pay to us immediately on demand:

(a) all arrears of Rentals and other sums which have already fallen due under this Agreement but which have not been paid, together with interest accrued thereon;

(b) our costs of repairing the Goods and restoring them to good condition and enforcing our rights under this Agreement;

(c) any costs, fines, charges and expenses incurred by us as a result of your breach of this Agreement (as shown on page 2 of this Agreement);

(d) any Excess Mileage Charges due and payable under clause 14 below;

(e) a sum equal to all the Rentals (less the Service Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire (less a discount for early payment on each such Rental at the rate of 2% a year from the date of termination to the date the Rental would have been due); and

(f) if any Goods are not for any reason returned to or recovered by us, a sum equal to the residual value of the Goods (such sum to be determined by us).

10.2 We shall be entitled to collect any refund of road tax or similar duty which may be due. This will be credited to your account.

10.3 You will no longer have the right to keep the Goods and you must return the Goods to us in good condition and working order (excluding any fair wear and tear as determined by the BVRLA Guidelines) in accordance with clauses 11.3 to 11.8 inclusive. If you do not do so, we may repossess them (subject to any legal restriction) and you shall upon request pay to us any reasonable costs incurred by us in relocating, repossessing and inspecting the Goods. You irrevocably authorise us to enter upon your premises to repossess the Goods in accordance with this clause.

11. Return of the Goods

11.1 Upon expiry of the Period of Hire, we shall arrange the collection and inspection of the Goods on such date and at such location mutually agreed in writing between the parties ("**Collection Date**"). You irrevocably authorise us to enter upon your premises to collect the Goods under this clause. You shall ensure that the Goods are available for collection and that they are in good condition and working order (excluding any fair wear and tear as determined by the BVRLA Guidelines). Subject to clause 11.2 below, we shall collect the Goods at our own cost and expense and shall inspect the Goods in accordance with clause 11.4 below.

11.2 If the Goods are not available for collection and inspection on the Collection Date, you shall upon request pay to us any reasonable costs incurred by us in relocating and inspecting the Goods.

11.3 If the Agreement is terminated and the Goods are to be returned to us pursuant to clause 12.2, the Goods must be delivered to us to one of our named auction sites across the UK and Scotland at an agreed time and date in order for us to carry out the inspection. We will provide you with details of these auction sites. If you cannot deliver the Goods to one of these sites, on payment of a collection fee of £100, we will carry out the inspection and collect the Goods from your home address.

11.4 On inspection:

(a) you must make sure that the interior and exterior of the Goods are clean and are easily accessible at the time of inspection;

(b) you must have complied with your obligations as to the care and use of the Goods. This will be checked when the Goods are inspected. In particular, the purpose of the inspection will be to check:

i. whether there is any damage which, in our reasonable opinion, is in excess of fair wear and tear (as determined by the BVRLA Guidelines having regard to age and mileage);

ii. that the Goods are being returned with all documentation as originally supplied with the Goods, including all driver manuals and a properly completed and stamped servicing record and MOT certificate (if applicable);

iii. that the Goods are being returned with the spare wheel, tools, master key, key remote fob and all accessories as originally supplied;

iv. that there is a complete and properly recorded service history which accords with the Manufacturer Recommendations; and

v. that the Goods are being returned free of any added extras or modifications which have been approved by us in accordance with clause 7.4;

(c) either you, or someone else you have authorised in writing to represent you, must sign a vehicle inspection report. Our agent may require your representative to produce your written authority for that person to represent you.

11.5 Upon return of the Goods for any reason (whether these are delivered to us or are collected by us), you must ensure that the following items are returned at the same time:

(a) all spare wheels, keys and key fobs/electronic access/starting cards as originally supplied with the Goods; and

(b) all documentation as originally supplied with the Goods, including all driver manuals and a properly completed and stamped servicing record, together with a valid MOT certificate (if applicable).

11.6 If you do not return the items listed in clause 11.5 above, you must pay to us immediately the charges specified below if they apply:

(a) a charge of £[50] for a valid MOT certificate;

(b) a charge of £[30] for a stamped service record;

(c) a charge of £[210] for each missed service; and

(d) the actual cost of replacement of the spare wheel, tools, master key, key remote fob and all accessories as originally supplied.

11.7 We will send any of your personal effects that are found in the Goods as soon as we reasonably can to your address last known to us (subject to a charge payable in advance for our reasonable costs of delivering these items to you). Alternatively, you may collect these personal effects from us at a place of our choosing free of charge. Save as set out in this clause 11.7, we shall have no liability to you for any loss you may incur in relation to such personal effects.

11.8 Upon return of the Goods for any reason, you must ensure that the Goods are returned free of any added extras or modifications which have been approved by us in accordance with clause 7.4. The removal of such added extras and modifications shall be at your own cost and expense. If you fail to do so, we may remove such added extras and modifications from the Goods and you shall upon request pay to us any reasonable costs incurred by us in doing so.

11.9 Other than where the Goods are a Total Loss, if you fail to return the Goods or make them available for collection upon expiry or early termination of this Agreement then you shall pay to us, as compensation for any delay in compliance, a payment for each day that the Goods fail to be redelivered or are not made available for collection and such payment will be equal to the last Rental payable during Period of Hire (on a pro-rata basis to give a daily rental), commencing on the date of expiry or earlier termination of this Agreement and payable until the Goods have been returned or made available for collection in accordance with clauses 10.3, 11.1 or 12.3.

12. Your right to end the hire of the Goods

12.1 We may, at our discretion, allow you to end the hiring of the Goods by giving us not less than one month's prior written notice, which must not expire before the first anniversary of the Commencement Date.

12.2 If we agree to your early termination you will no longer have the right to keep the Goods and you must return the Goods to us immediately and in any event, within 7 days from the date of your early termination. The Goods must be returned to us in good condition and working order (excluding any fair wear and tear as determined by the BVRLA

Guidelines) in accordance with clauses 11.3 to 11.8 inclusive, and you must pay to us immediately on request:

(a) all arrears of Rentals and other sums which have already fallen due but which have not been paid, together with interest accrued thereon;

(b) our costs of repairing the Goods and restoring them to good condition and enforcing our rights under this Agreement;

(c) any costs, fines, charges and expenses incurred by us as a result of your breach of this Agreement (as shown on page 2 of this Agreement);

(d) any Excess Mileage Charges due and payable under clause 14 below; and

(e) a sum equal to 50% of the future Rentals (less the Services Charges) that would have been payable (in the absence of any early termination) during the remainder of the Period of Hire.

12.3 If you do not return the Goods to us, we may repossess them (subject to any legal restriction) and you shall upon request pay to us any reasonable costs incurred by us in relocating, repossessing and inspecting the Goods. You irrevocably authorise us to enter upon your premises to collect the Goods under this clause.

13. Optional Services

Optional Maintenance:

13.1 Where you have chosen to take up Optional Maintenance, you will pay the Service Charge for this option as described on page 1 of this Agreement. If you have requested Optional Maintenance, you shall make the Goods available to us, or our nominated agent, to perform the Optional Maintenance. The Service Charge does not cover the provision of any maintenance costs covered by a manufacturer's warranty or if they result from carelessness, neglect, abuse of and/or an accident with the Goods.

13.2 You shall not do anything or refrain from doing anything which prevents us from providing or restricts our ability to provide the Optional Maintenance to you.

13.3 We may use third party contractors to perform the Optional Maintenance. The third party contractor will be a dealership appointed by us as network suppliers. Any references to us performing the services may therefore be references to the appointed contractor performing the services.

13.4 Payment of the Service Charge for this option shall cover the cost of the following services:

(a) routine servicing of the Goods in accordance with the Manufacturer Recommendations and the manufacturer's schedule for service, maintenance and mechanical repairs;

(b) Where the optional maintenance selected includes tyres then the repair and replacement of tyres is included unless due to loss, theft, vandalism, neglect, abuse, persistent damage or excessive wear (as determined by our third party contractor acting reasonably);

(c) repair and replacement of batteries and exhausts for the Goods to which they relate;

(d) emergency maintenance or repairs to the Goods;

(e) emergency roadside assistance for the Goods, to the extent it is not provided by the relevant manufacturer; and

(f) emergency home breakdown repairs for the Goods, to the extent it is not provided by the relevant manufacturer.

13.5 We will not be responsible for the provision of replacement goods to you. Subject to dealership availability, replacement goods may be provided to you by the relevant dealership in the event that the Goods are not available for use due to mechanical failure for a maximum period of 2 days for any one occurrence.

13.6 If we perform any services not included within the Optional Maintenance package described in clause 13.4 above, we shall be entitled to raise an invoice for these additional services reflecting the costs and expenses incurred by us in connection with the additional services and you shall pay the invoice to us by the due date for payment in accordance with clause 3.2 above. We may charge you an administration fee for authorising and/or paying the costs of any services not included within your Optional Maintenance package (the amount of which is shown on page 2 of this Agreement).

Manufacturer Recommended Servicing:

13.7 Where you have only chosen to take up the Manufacturer Recommended Servicing, you will pay the Service Charge for this option as described on page 1 of this Agreement. Payment of the Service Charge for this option shall only cover the cost of the routine servicing of the Goods in accordance with the Manufacturer Recommendations and the manufacturer's schedule for service, maintenance and repair.

13.8 You shall make the Goods available to us, or our nominated agent, to perform the Manufacturer Recommended Servicing and shall not do anything or refrain from doing anything which prevents us from providing or restricts our ability to provide the Manufacturer Recommended Servicing. We may use third party contractors to perform the Manufacturer Recommended Servicing and references to us performing the services may therefore be references to the appointed contractor performing the Manufacturer Recommended Servicing.

General:

13.9 Provided that you have complied with your obligations under this Agreement, if we fail to provide any of the Optional Maintenance or the Manufacturer Recommended Servicing due to be provided to you at a particular time, you shall be entitled to withhold from the Rentals an amount equal to the Service Charge and appoint an alternative service provider for the provision of the Optional Maintenance or the Manufacturer Recommended Servicing, such alternative service provider to be approved in writing by us. In the event of any partial or complete failure by us to provide any services for any reason, you shall not be entitled to terminate this Agreement or the hiring of the Goods.

13.10 If you fail to pay any sum due to us under this Agreement by its relevant due date (including, but not limited to, any failure to pay the additional charge referred to in clause 14.7 below), we may cease providing the Optional Maintenance or the Manufacturer Recommended Servicing to you.

14. Excess Mileage

14.1 You must not exceed the Annual Mileage Allowance shown on page 2 of this Agreement. If on expiry or early termination of the hiring of the Goods the distance travelled by the Goods from the Delivery Date exceeds the Annual Mileage Allowance (to be calculated on a pro rata basis for periods of less than one year) then you will be required to pay the Excess Mileage Charge (also shown on page 2 of this Agreement) immediately upon our request.

14.2 To calculate whether any Excess Mileage Charges are payable, we shall use the actual mileage travelled as recorded on the odometer at the time the Goods are returned or otherwise inspected by us ("**Recorded Mileage**"). If the Goods were "used" at the time of their original supply to you under this Agreement, we shall deduct the Starting Mileage (as specified on page 1 of the Agreement) from the Recorded Mileage.

14.3 If for any reason the odometer in the Goods fails to work properly at any time during the term of this Agreement, you must:

(a) advise us as soon as possible of the failure and tell us the recorded mileage at that date;

(b) arrange for the repair of the odometer as soon as possible; and

(c) tell us when the odometer is repaired.

14.4 In the event that the odometer fails, we may reasonably estimate the mileage for the purpose of calculating whether any Excess Mileage Charge is due having regard to the state and condition of the Goods at the time the Goods are returned or inspected by us.

14.5 For the purpose of calculating whether any Excess Mileage Charges are payable where this Agreement terminates for any reason prior to the end of the term (shown on page 2 of this Agreement), we will calculate your maximum contractual mileage by multiplying the Annual Mileage Allowance by the duration of the Agreement (in years) and this shall be reduced proportionately to the reduced term.

14.6 If for any reason you exceed the permitted Annual Mileage Allowance, we may vary the Rentals and the Maintenance Charge or Service Charge (as applicable) in an proportionate manner if our costs in delivering the Optional Maintenance or the Manufacturer Recommended Servicing to which these Maintenance Charges or Service Charges relate increase. We will inform you of any changes to the Rentals and the Maintenance Charges or Service Charge (as applicable) by providing you with no less than 30 days written notice.

14.7 If for any reason you exceed the permitted Annual Mileage Allowance, we reserve the right to require you to pay a charge of £0.08 per excess mile if our costs in delivering the Optional Maintenance or the Manufacturer Recommended Servicing and other optional services to you increase.

15. General Provisions

15.1 This Agreement is personal to you. You may not transfer your rights and obligations under it to any other person. We may transfer or assign any of our rights and/or responsibilities under this Agreement to any other person and at any time providing that the person to whom we transfer our rights and/or obligations under this Agreement holds the appropriate and necessary regulatory consents and authorisations.

15.2 Where you are introduced to us by a dealer, other broker, or intermediary we may pay them a commission. The introducer will have disclosed that commission may be payable and you can ask them about this. You may also be able to request information about the amount of commission which may be paid.

15.3 If "you" are two or more persons, the obligations of each such person shall be joint and several. This means that each person shall be fully responsible for making the payments required by this Agreement and otherwise complying with its terms. If any such person is in breach of this Agreement, we may, at our option, sue that person or any or all of you.

15.4 We may decide, from time to time, not to enforce some or all of our rights under this Agreement. If we do this, we will not be prevented from subsequently enforcing those or other rights.

15.5 We shall not be liable to you for any failure to perform, or delay in performing, any of our obligations under this Agreement if and to the extent that the failure is caused by force majeure (to include without limitation and act of God, war, fire, flood, explosion, civil commotion, terrorism and counter terrorism). The time for performance of an obligation which is effected by force majeure shall be extended by a period which reflects the impact of the delay caused by the force majeure.

15.6 If any term or provision of this Agreement shall to any extent be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms or provisions (and any other application of the said terms and provisions) shall not in any way be affected or impaired as a result.

15.7 If your address when you enter into this Agreement is in Scotland or Northern Ireland then the law of Scotland or Northern Ireland, respectively, will apply to this Agreement, otherwise English law will apply.

15.8 No modification, amendment or variation to the Agreement shall be effective or binding on us unless it is in writing and signed by us and you.

15.9 This Agreement is not enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person which is not a party to it, other than our successors or assignees.

RCI FINANCIAL SERVICES

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Rivers Office Park,
Denham Way,
Maple Cross,
Rickmansworth,
WD3 9YS

Service user number

2	8	8	4	1	5

FOR Renault Finance OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

Agreement number: 2100743226

If you are not our Agreement holder, by signing this mandate you give RCI Financial Services Ltd authority to discuss your Direct Debit with our customer.

Name(s) of account holder(s)

Portland Town Council

Bank/building society account number

2	0	3	7	0	9	9	8

Branch sort code

6	0	8	3	0	1

Name and full postal address of your bank or building society

To: The Manager — Bank/building society

Unity Trust Bank PLC

Address

Birmingham

Postcode

Reference

Instruction to your bank or building society

Please pay RCI Financial Services Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with RCI Financial Services Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Print Name

Portland Town Council

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit RCI Financial Services Ltd will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request RCI Financial Services Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by RCI Financial Services Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when RCI Financial Services Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

RCI Financial Services Limited's

Privacy Policy – Finance Agreement Stage

Introduction

Please read this Privacy Policy carefully as it explains how RCIFS and our related businesses within RCI Group (**"we"**, **"our"** or **"us"**) uses the personal information that you provide to us via your Dealer or that we have obtained about you through our use of the personal data that you have provided (referred to as your **"information"** in this Privacy Policy). RCIFS is part of the RCI Group of companies whose intermediate parent company is RCI Banque SA trading as "RCI Bank and Services" and whose ultimate parent company is Renault SA which is part of the Renault-Nissan-Mitsubishi Alliance and includes your selected vehicle manufacturer's group companies including Renault UK Limited, Dacia, Nissan Motor (GB) Limited, Infiniti and Alpine (all of which comprise the, **"RCI Group"** or "Group"). The RCI Group therefore includes, RCIFS, RCI Bank UK, the RCIFS ultimate parent company's group of companies, the Renault-Nissan-Mitsubishi Alliance and your selected vehicle manufacturer's group companies and brands. If the RCI Group changes from time to time, we shall inform you of such changes. If you would like more information on the companies that make up the RCI Group, please do get in touch or go online to www.rcibs.com and www.group.renault.com.

Where this Privacy Policy refers to your **"Dealer"**, this means the car dealership that has contacted us on your behalf regarding vehicle finance. Please be aware that the Dealer is not part of RCIFS or the RCI Group. Your Dealer may retain your information for its own purposes, for example, to contact you about its products and services. If you would like to know more about how the Dealer may use your information, please ask the Dealer for a copy of its Privacy Notice.

The contents of this Privacy Policy may change from time to time. We will notify you by of any changes to this Privacy Policy and the use of your information described herein.

Please read this Privacy Policy in conjunction with the Privacy Notice – Application, which you would have received when you made an application for finance from RCIFS, as this explains how we use your information when you made the application.

What information do we collect?

It is important that you provide accurate information on your application.

The categories of information that we may collect about you during your application for finance from RCIFS are as follows: name, address, e-mail address, telephone number, address history, residential status, date of birth, marital status, driving licence number, vehicle information (including VIN, service reminders, warranty and service information), bank details, employer's name and address, occupation, time in employment, income, expenditure, any ID documents, the date and time you used our services, telematics and location information relating to your vehicle, website information, transactions with the Dealer, information relating to your business, voice recordings made to our customer service centres and any other information or documentation you may provide in relation to your application or otherwise. If you do not provide us with required information that we request from you as required to consider your application, we will not be able to proceed with the credit reference and fraud prevention checks described below and, subsequently, we will not be able to enter into an agreement with you.

In addition to the information that you provide in your application for finance from RCIFS, we may also collect information about you from enquiries we may make about you (including from the searches we do with fraud prevention and credit reference agencies and enquiries we may make internally, or with any other RCI Group company, about your performance of any other agreement you have with us or an RCI Group company).

We collect information about you and/or your vehicle when you use RCIFS websites, applications and our customer service centres. We also obtain information about you or your vehicle from our authorised Dealers and repairers. Some of this information does not identify you personally, but provides us with information about how you use our services and engage with us (we use this information to improve our services and make them more useful to you). We may also receive information from third parties, suppliers and partners – such as the Third Parties named in this Privacy Policy – about the products and services you have purchased.

We may also collect other information such as information you provide through customer surveys, feedback, complaints and correspondence. Some information is required information but other information is optional and if you do not want to give it to us, you do not need to. We are always grateful for information you do provide though because this helps us to improve our products and services.

Electric vehicles:

If you have purchased an electric vehicle from us, we may also collect additional information about you and your use of the electric vehicle, which will be transmitted to us by the telematics box installed in the vehicle. This information includes mileage data, battery performance and charge data. The reason we collect this information is to monitor your battery, its use and performance, to manage battery stocks and maintain hire payments at a competitive level. We will use the data as it is necessary for our legitimate interests for management, statistical and analytical, administration and accounting purposes. Please note that if you have opted to have a connection pack installed, we will also receive data about your location. If you do not wish us to receive location data you may disconnect the telematics box in accordance with the instructions supplied with the connection pack.

What do we do with the information we collect?

The purposes for which we use your information and the legal basis under data protection laws on which we rely to do this are as follows:

- It is necessary for the **performance of the contract** with you or to take steps to enter into it. This includes verifying your identity and assessing your application for finance (including fraud prevention checks) when you first enter into the contract and/or any subsequent applications, variations or modifications to the contract and administering the agreement between us (including tracing your whereabouts to contact you and recover debt) and to provide you with the service under that agreement (i.e. managing your account, communicating with you, providing updates on the status of your account, dealing with any complaints and notifying you of any changes to this statement).

- It is necessary for our **legitimate interests** or that of a third party. This includes:

    - creating a profile of you to decide what products and services to offer to you for direct marketing purposes;
    - making available personalised offers and promotions to you;
    - identifying trends to develop new products and services;
    - contacting you prior to the expiry of your finance agreement to discuss your options;
    - advising you about the products and services that we are providing to you in response to a request from you about this;
    - in some cases we may use automated methods to analyse, combine and evaluate information that you have provided to us (including the sharing of your personal information within our RCI Group of companies as mentioned in this Privacy Policy) which includes Renault UK Limited, Dacia, Nissan Motor (GB) Limited, Infiniti and RCI Bank UK;
    - collecting and analysing information so that we can deliver the most appropriate customer experience to you by tailoring and making relevant all our service and communications (for example, when your finance contract options are available);
    - preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us;
    - for product development, statistical analysis and market research and customer surveys so that we can better understand you as a customer and provide tailored offers, products and services that we think you will be interested in (we may want to contact you from time to time for market research, however you can ask us not to contact you for this purpose at any time);
    - providing you with customer support and services, including answering questions and responding to feedback and complaints;
    - monitoring communications between us (calls, letters, emails and texts) to prevent and detect crime, to protect the security of our communications, systems and procedures, and for quality control and training purposes;
    - for management and audit of our business operations including accounting and analysis of applications made to us;
    - to verify the accuracy of information that we hold about you and create a better understanding of you as a customer;
    - for network and information security purposes i.e. in order for us to take steps to protect your information against loss, damage, theft or unauthorised access;
    - to comply with a request from you in connection with the exercise of your rights (for example where you have asked us not to contact you for marketing purposes, we will keep a record of this on our suppression lists in order to be able to comply with your request);and
    - for improving our systems, operations, processes and services (including their testing) and for business continuity and disaster recovery purposes.

- We only collect information which is necessary, relevant and adequate for the purpose you are providing it for.

- It is necessary for **compliance with a legal obligation**. This includes when you exercise your legal rights under data protection law, to verify your identity, for the establishment and defence of our legal rights, for activities relating to the prevention, detection and investigation of crime, to conduct credit, fraud prevention and anti-money laundering checks and for compliance with our legal and regulatory responsibilities. We may process your personal information to comply with our other legal requirements (for example, to register your car with the DVLA).

- You have given us your **consent** to use it for direct marketing communications (by us, the RCI Group and the other third parties listed at the end of this Privacy Policy). Please see 'Marketing' below for more information on marketing, including details on how to stop receiving marketing communications.

Please note that your Dealer will enter your information onto our Finance Proposal System when you apply for finance with us.

Automated decisions and profiling

We will create a profile of you based on the information that we hold about you and the vehicle(s) that you are interested in in order to send you tailored offers (if you have agreed to receive marketing communications from us) from time to time.

Use by credit reference and fraud prevention agencies

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies (CRAs). To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

We will use this information to:

- assess your creditworthiness and whether you can afford to take the product you have applied for;
- verify the accuracy of the data you have provided to us;
- prevent criminal activity, fraud and money laundering;
- manage your account(s);
- trace and recover debts; and
- ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs.

If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before making an application to us. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at www.experian.co.uk/crain.

Before we provide services, goods or financing to you, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process your information. If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services and financing you have requested or we may stop providing existing services to you. A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details above.

Further details explaining which fraud prevention agencies we use and how the information held by fraud prevention agencies may be used can be obtained by contacting us at RCI Financial Services Limited, P.O. Box 495, Watford, Hertfordshire, WD17 1GL.

Automated decisions and profiling

RCIFS may use a credit-scoring system and fraud detection and prevention system, i.e. an automated system to assess your credit worthiness and decide whether to enter into a finance agreement with you and an automated fraud detection and prevention system. You may ask us to ensure that, when we are evaluating your application for finance, we don't base any decisions solely on an automated process. You must notify us of this request in writing using the contact details above.

If you make such a request, you will then have the right to be notified where such a decision is or will be based on an automated process. If we notify you that we have taken such a decision, you may request us to review that decision other than by automatic means by writing to us within 21 days of receiving the notification.

We will create a profile of you based on the information that we hold about you and the vehicle(s) that you are interested in in order to send you tailored offers (if you have agreed to receive marketing communications from us) from time to time.

Data anonymisation and use of aggregated information

Your information may be converted into statistical or aggregated data in such a way as to ensure that you are not identified or identifiable from it. Aggregated data cannot be linked back to you as a natural person. We might pass on this information to companies in our Group for analytical and statistical purposes or to other companies, such as advertisers, to use for our business and research purposes.

Who do we share your information with?

We may share your information with:

- Companies and consultants providing services to us (for example, marketing agencies, mail outsourcing service providers, information technology service providers who provide and maintain our systems and our website host). Those companies and consultants providing services to us will only use your information to provide those services to us.
- Our Dealer network and with third party suppliers who fulfil business activities for us (like roadside assistance, marketing, customer care, customer retention, contract and vehicle related offers and options, events and market research etc.)
- Selected partners who help us to provide you with the information, products and services and services that you request such as roadside assistance.
- Other members of the RCI Group for purposes set out in this Privacy Policy and for product development, statistical analysis and audit purposes.
- A purchaser or potential purchaser of our business or otherwise in the event of a merger, acquisition, re-organisation or similar event.
- A third party company that may take over your contract so that you can continue with your contract.
- A third party involved in the funding, liquidity, capital or treasury and/or related services in relation to your contract with us, for example, asset backed securitisation services.
- Any associated or connected motor manufacturer from whom we purchase or hire goods (and their group companies), including, without limitation, Renault UK Limited, Dacia, Nissan Motor (GB) Limited and Infiniti. For example, to handle complaints or provide you with services and information.
- Franchise car dealers, including their business partners and when the Dealers opens, closes or moves premises.
- Third party insurance and services providers.
- Credit reference, identity authentication and fraud prevention agencies to help us make credit decisions and fraud prevention checks (they may also share information about you with us).
- Debt collection agencies.
- The police, fraud prevention and identity authentication entities, other law enforcement agencies, government and tax authorities in the United Kingdom or abroad in order to detect, investigate and prevent crime (please note that fraud prevention agencies may also enable law enforcement agencies to access and use your information to detect, investigate and prevent crime).
- The courts in the United Kingdom or abroad as necessary to comply with a legal requirement, for the administration of justice, to protect vital interests and to protect the security or integrity of our business operations.
- Our legal and other professional advisors.

Please be aware that we engage third party agencies, who on occasion, may contact customers by post, e-mail, telephone or SMS message on our behalf (for example, to discuss your options prior to the expiry of your finance agreement or customised offers based on information we hold about you and your vehicle). Any information that you provide to the agency or any requests that you make for further information will be passed onto RCIFS and we will deal with your query. Please be assured that any information that you provide to the agency will be kept secure and confidential.

Marketing communications

We would like to contact you with exciting and relevant information about RCIFS's promotions, events, information, products and services which may be of interest to you. We may do this by post, e-mail, SMS and/or telephone, unless you have told us not to contact you specifically for this purpose.

We may also share your personal information with our recommended third party partners, so that they can contact you with marketing information about their products and services.

You can change your marketing preference at any time by getting in touch with us. For e-mail and SMS, please follow the unsubscribe instructions in those communications.

Transfers to third countries/ where we store your information

Sometimes our service providers or other group companies may be located in other countries and in which case we may send your personal information to countries which have a different standard of data protection than the UK. We have put in place protections to ensure that your information is safeguarded.

We store your information on servers located within the European Economic Area (EEA). We may change the location of servers in the future to improve services to you but we shall always ensure that we put in place protections to ensure that your information is safeguarded. Due to the international nature of our business, there may be some instances where your information is processed or stored outside of the EU. In those instances, we will ensure that appropriate safeguards are in place for that transfer and storage as required by applicable law.

Whenever fraud prevention agencies transfer your information outside of the EEA, they impose contractual obligations on the recipients of that information to protect your personal data to the standard required in the EEA. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Please note that we are a member of National Hunter, a fraud prevention agency. The rules currently do not allow for processing National Hunter data outside of the EEA.

Retention of your information

If your application for finance is declined or if your application is accepted but you do not proceed, we keep your information for 6 months or as long as necessary to deal with any ongoing queries you may have. If your application is accepted and you proceed, we hold your information for 7 years from the date on which your agreement with us ends.

Credit reference agencies will retain the information that we give to them for 6 years after your account is closed.

Fraud prevention agencies can hold your information for different periods of time, and if you are considered to pose a fraud or money laundering risk, your information can be held for up to 7 years.

We will not hold your personal information in an identifiable format for any longer than is necessary. We hold your personal information for the periods mentioned to establish, bring or defend legal claims.

The only exceptions to the periods mentioned above are where:

- the law requires us to hold your personal information for a longer period, or delete it sooner;
- where you have raised a complaint or concern regarding a product or service offered by us, in which case we will retain your information for a period of 6 years following the date of that complaint or query; or
- you exercise your right to have the information erased (where it applies) and we do not need to hold it in connection with any of the reasons permitted or required under the law.

At the end of the retention period, your data will either be deleted completely or anonymised, for example by aggregation with other data so that it can be used in a non-identifiable way for statistical analysis and business planning.

Your rights

Under data protection laws, you have the following rights in respect of your information:

- to **be informed** about the processing of your information (this is what this Privacy Policy sets out to do);

- to have your information **corrected if it's inaccurate** and to have **incomplete information completed**. If you enter into an agreement with us, you can change your information via our customer online portal – it's important that you keep your information up to date;
- to **object to processing** of your information provided we do not have any continuing lawful reason to continue to use and process the information. When we do rely on our legitimate interests to use your personal information for direct marketing, we will always comply with your right to object;
- to **withdraw your consent** at any time where we rely on it to process your information;
- to **restrict processing** of your information provided we do not have any continuing lawful reason to continue to use and process that information;;
- to have your information **erased** provided we do not have any continuing lawful reason to continue to use and process that information;
- to **request access** to your information and information about how we process it;
- from May 2018 only, to **move, copy or transfer** your information; and
- rights relating to **automated decision making**, including profiling.

You have a number of rights in relation to your personal information as mentioned above under data protection law. In relation to most rights, we will ask you for information to confirm your identity to protect the confidentiality of your personal information and, where applicable, to help us search for your personal information. Except in rare cases, we will respond to you within 30 days after we have received any request (including any identification documents requested).

The way we process your information and the legal basis on which we rely to process it may affect the extent to which these rights apply. If you would like to discuss or exercise any of these rights, please contact us using the details provided above.

You have the right to lodge a complaint with the Information Commissioner's Office where your information has or is being used in a way that you believe does not comply with data protection laws. We encourage you to contact us before making any complaint and we will seek to resolve any issues or concerns you may have. You can also contact our Data Protection Officer with any data protection concerns.

Security

We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure of information we have physical, electronic and managerial procedures in place to keep your information safe. For more information on the security we have in place to protect information, please see our Security Policy which is available on request.

Contact details

If you have any specific data protection questions, concerns or a complaint, you can address it to our Data Protection Team as follows:

Data Controller: RCI Financial Services Limited (**"RCIFS"**), Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS.
Telephone: 0333 009 0231 Email: customerservices@rcibanque.com

Data Protection Officer: Data Protection Officer, RCI Financial Services Limited (**"RCIFS"**), Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, WD3 9YS or E-mail: dataprotectionofficer-uk@rcibanque.com

If you feel that your data has not been handled correctly, or you are unhappy with our response to any requests you have made to us regarding the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

You can contact them by calling 0303 123 1113.

Or go online to www.ico.org.uk/concerns

This Privacy Policy was last updated on 2nd May 2018.

Third parties

We may share your information with the following third parties in accordance with this Privacy Notice:

DFDS SEAWAYS NEWCASTLE LIMITED trading as DFDS Seaways

AIRPORT PARKING AND HOTELS LIMITED trading as APH Parking

When you then apply for a product or service from one of our third parties, your data will be collected and used by them under the terms of their own separate privacy policies. Please request those privacy policies directly. We may also, from time to time, share your information with carefully selected third parties which may replace those mentioned above as a result of service changes and improvement, supplier selection and renewal to provide you with the highest levels of service. We shall inform you of such changes. The third parties named may also change from time to time due to corporate rebranding, reorganisations, mergers and acquisitions.