

Hire agreement regulated by the consumer credit act 1974

Parties to this agreement	
Owner	Hyundai Capital UK Limited trading as Kia Finance Contract Hire, Floor 2 London Court, 39 London Road, Reigate, Surrey RH2 9AQ ('we,' 'us' or 'our')
Hirer	«CustomerName», «CustomerAddress» ('you' or 'your')

This is a copy of your agreement for you to keep. It includes a notice about your cancellation rights which you should read.

Key financial information	
Vehicle description	Hyundai Capital UK Limited trading as Kia Finance Contract Hire, Floor 2 London Court, 39 London Road, Reigate, Surrey RH2 9AQ ('we,' 'us' or 'our')
Registration Number	<VehicleRegNo>
Vin/Chassis Number	<VehicleChassisNo>
Duration of Hire	This agreement will last for a fixed period of «ContractTerm» months. This agreement begins on the date the vehicle is delivered or collected by you and will be confirmed to you in writing.

Payments to be made by you (incl. VAT) (£)

	Frequency	Hire Charge	Services Charge	Total Rental	Payable when and how
Advance payment	Once	«AdvanceHireChargeIncludingVAT»	«AdvanceServiceChargeIncludingVAT»	«AdvanceTotalRentalIncludingVAT»	Payable either: (i) to the dealer on or before the day you sign this agreement; or (ii) by direct debit before the first monthly payment is made. (The Advance Payment will be returned to you if you cancel this agreement in the same manner and by the party to who you made payment)
Followed by	«MonthlyHirePayments» monthly hire payments	«MonthlyHireChargeIncludingVAT»	«MonthlyServiceChargeIncludingVAT»	«MonthlyTotalRentalIncludingVAT»	On your chosen date as set out below, but if no date is chosen on the last day of each month for the remainder of the hire commencing in the month after delivery or collection of the vehicle takes place.

Monthly payment date

Please select your monthly payment date from one of the following four options:

8th 16th 24th 31st

If you choose the 31st of the month and in a particular month there is no such date, then the total rental will be due on the last actual day of that month.

All payments under this agreement are to be made by direct debit which will be collected on the date set out above or if that day falls at a weekend or on a bank holiday, the payment will be collected the last working day before the payment date.

We may vary the hire or Excess Mileage Charge payments set out above as a result of any change to any government levied fee or any additional fee including (but not limited to) road fund licence and any fee or charge placed on diesel vehicles. We will invoice you separately for any additional charge.

Hyundai Capital UK Limited trading as Kia Finance Contract Hire, Number One, Great Exhibition Way, Kirkstall Forge, Leeds, LS5 3BF.
 Tel: 0800 0749 755 Email: contactus@kiafinancecontracthire.co.uk

Hyundai Capital UK Limited. Registered Office: Floor 2 London Court, 39 London Road, Reigate, Surrey RG2 9AQ. Registered in England number 7945949. Hyundai Capital UK Limited is authorised and regulated by the Financial Conduct Authority in respect of agreements regulated by the Consumer Credit Act 1974 and for general insurance mediation activity. Our Firm Reference Number is 581186. Calls may be recorded or monitored.

Mileage limit and excess mileage charge (incl. VAT)

At the end of the duration of hire or if this agreement ends early for any reason, we may require you to pay excess mileage charges if you have exceeded the mileage allowance set out below. Please see clause 13 of the terms and conditions for more information.

Vehicle mileage on delivery		«MileageOnDelivery»
Annual Mileage Allowance		«AnnualMileage»
Total contract mileage allowance		«TotalContractMileage»
Excess mileage charge rate (pence per mile including VAT)	0 - 5000 excess miles	«ExcessMileagePencePerMileIncludingVAT»
	5001+ excess miles	«ExcessMileagePPMForFirst5000MilesIncVAT»

Key Information

Default interest and other charges

- Default interest is charged at the rate of 8% per annum (fixed) on overdue amounts from the due date for payment until actual payment. Default interest will apply both before and after any court judgment we may obtain against you and will survive and apply after termination.
- Late payment charge of £35.00 when your payment is late or missed and for every subsequent month that your agreement remains in arrears, limited to 3 payments in any single defaulting period.
- If we pass your agreement to an internal recoveries manager you will have to pay £50.00, or £250.00 if we pass your agreement to an external recoveries agent.
- A list of further additional charges is included below and at clause 18 of the terms and conditions to this agreement.

Reason for charge	Charge (£ including VAT)	Clause reference
Loss or damage to the vehicle including the cost or estimated cost of any repair which is required in order for the vehicle to meet our return conditions including any costs incurred or estimated in obtaining an MOT for the vehicle if you fail to do so	Variable – see note below	Clause 5.1.1
Failure to service the vehicle in accordance with the manufacturer’s recommended service intervals at a franchised dealer of the vehicle manufacturer (including failure to service the vehicle at all)	£120 for each service interval which was missed or not undertaken by a franchised dealer of the vehicle manufacturer	Clause 6.3
Reimbursement of licence fees, charges, taxes, parking fines and fixed penalties and other sums	The amount paid by us plus at least £30 administration costs	Clauses 5.1.5 and 5.1.9
Legal and other costs incurred in dealing with your default and collecting arrears	Variable – see note below	Clause 5.1.10
If we have to insure the vehicle on your behalf	The insurance premium or charge we pay plus at least £48	Clause 7.1.4
An insurance payout shortfall following the vehicle being declared a total loss	The amount of the shortfall. Variable – see note below	Clauses 7.1.6 and 7.1.7
Our repossession and selling costs	Variable – see note below	Clauses 8.4 and 9.1.5
Vehicle repair costs or estimated costs required to bring the vehicle upto our return conditions	Variable – see note below	Clauses 7.2.2 and 9.1.4
Tyre replacement costs	Variable – see note below	Clause 9.1.4
Any additional costs we incur if you wish us to change the services provided under this agreement	Variable – see note below	Clause 15.10

Any charge listed as “variable” or “at least” cannot be ascertained at the outset of this agreement. These costs will be based on the costs which are incurred or which have been estimated as the costs required. These will be notified to you as soon as we are aware of them.

We may vary these charges at any time in the future as a result of economic conditions, regulatory requirements or any other valid reason and this will be notified to you before you are charged.

Missing payments

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

Your right to cancel

You have a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to Hyundai Capital UK Limited trading as Kia Finance Contract Hire, Number One, Great Exhibition Way, Kirkstall Forge, Leeds, LS5 3BF. You have 14 days starting with the day after the day we sign this agreement. You can use the form provided.

If you cancel this agreement you must return the vehicle to us or arrange collection with us, we will return any sums paid by you under this agreement.

If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.

IMPORTANT – Read this carefully to find out about your rights

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement against you 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.

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(s) of Hirer(s):	Signed for and on behalf of Hyundai Capital UK Limited trading as Kia Finance Contract Hire
Date(s) of signature(s):	
Under this agreement the goods do not become your property and you must not sell them.	Date of this agreement:

Your agreement with us is made up these first 4 page(s) ("the Key Information Pages") and the attached terms and conditions. You should read these carefully.

Use of your information and marketing

It is important that you read clause 14 'Use of Your Information' of the terms and conditions below before you sign this agreement as it explains how we will use your personal information when you enter into the agreement with us. By signing this agreement, you confirm that you have read clause 14.

We and other third parties would like to contact you by post, telephone, e-mail and/or SMS to tell you about products and services that we and they consider may be of interest to you. By agreeing to be contacted, you will receive information about new products and services along with offers, special promotions and competitions.

Please tick the relevant boxes below if you would like to receive these communications.

I would like you to contact me about products and services from Kia Finance Contract Hire, and I would like you to provide my details to your group companies*, Hyundai Capital UK Ltd and associated intermediary so that they can each contact me about the products and services they offer. To confirm agreement please tick the relevant boxes below:

Post Phone E-mail SMS

In order to enable contact with you by e-mail and/or SMS, we will need some additional contact details. Please let us have your:

E-mail address..... Mobile number.....

You have the right at any time to ask us, or those identified above, to stop contacting you or passing your details to others for marketing purposes. Please follow the unsubscribe instructions in the relevant communication or contact our customer services department on 0800 0749 755 or write to us at contactus@kiafinancecontracthire.co.uk or Number One, Great Exhibition Way, Kirkstall Forge, Leeds, LS5 3BF.

Hyundai Capital UK Limited trading as Kia Finance Contract Hire, Number One, Great Exhibition Way, Kirkstall Forge, Leeds, LS5 3BF.
Tel: 0800 0749 755 Email: contactus@kiafinancecontracthire.co.uk

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Services schedule

«MaintenanceText»

Hirer declaration

By signing this agreement, you confirm that:

1. You have read clause 11.1 of the terms of this agreement and are aware that any supplier, dealer or broker who has been involved in arranging this agreement has no authority to act for us or make any representation about the vehicle or this agreement which is binding upon us;
2. You have read the section beginning 'Additional Pre-Contract Information' in the Pre-Contract Information document and wish the vehicle to be delivered before the cancellation period has expired;
3. You have provided us with all relevant information about you prior to signing this agreement. The information given by you when applying to enter into this agreement is correct;
4. You can afford to make payments required under the agreement and know of no reason why your ability to afford payments would change throughout the duration of the agreement;
5. You have arranged insurance for the vehicle under clause 7 before you signed this agreement and understand that you must keep the required insurance cover in place until the vehicle is returned to us or collected by us;
6. At the time of signature, pages setting out the terms and conditions relating to this agreement are attached to these first 4 pages;
7. You have read and agree to the data protection information set out above and in clause 14 of the terms of this agreement and that you consent to the activities described;
8. You have been given the Pre-Contract Information document and a complete copy of this agreement; and
9. You confirm that you are signing this agreement as;
 - a) a partner in a partnership of three partners or less (other than a Limited Liability Partnership); or
 - b) a sole trader; or
 - c) an individual.

VAT

All amounts due under this agreement are inclusive of VAT and may be varied if the rate of VAT changes.

This is not a VAT invoice. If you are registered for VAT, we will send you a VAT invoice for each payment shown above if you ask us to and if there is any change in VAT the invoices will show the changed hire charges or services charges. We do not send VAT invoices as a matter of course for agreements of this type.

Early Termination

If the vehicle is declared a total loss, you will pay the sums set out in clause 9.4.

Terms of a hire agreement regulated by the consumer credit act 1974

(These terms and conditions form part of your hire agreement).

1. Definitions

- 1.1. In this agreement:
- 1.1.1. "this agreement" means this hire agreement including these terms and conditions and any services terms included in it;
- 1.1.2. "anticipated residual value" means the amount that we expect the vehicle to be worth at the end of the fixed period assuming you have complied with the terms of this agreement. This value will be determined by us at our sole discretion;
- 1.1.3. "dealer" means the supplier of the vehicle that is the person with whom you have negotiated the supply of the vehicle;
- 1.1.4. "group of companies" means Hyundai Capital UK Ltd and the Santander group of companies which includes but is not limited to Banco Santander S.A., SCF Madrid, S.A.; Santander UK Group Holdings plc, Santander UK plc, Santander UK, Santander Consumer (UK) plc trading as Santander Consumer Finance ; Santander Insurance Services UK Ltd.;
- 1.1.5. "net book value" means the anticipated residual value plus an amount calculated to cover depreciated contract value;
- 1.1.6. "return conditions" means the return conditions set out in the Return Conditions Schedule;
- 1.1.7. "total rental" means the aggregate of the hire charge and the services charge if any services are selected;
- 1.1.8. "vehicle" means the vehicle described in the Key Financial Information section and all component parts, accessories, additions, alterations and replacement parts, log book and records and any relief vehicle if applicable;
- 1.1.9. "retail vehicle value" means the retail value of the vehicle as provided by an industry recognised forecast provider as at the date this agreement is terminated.

- 4.1.2. the hire charges and any services charge (if any services are selected); and
- 4.1.3. any other sum payable under this agreement.
- 4.2. You will make all payments due under this agreement by direct debit. Payment of each payment on the due date is a key term of this agreement.
- 4.3. If any payment is not paid on time we will charge you £35.00 when your payment is late or missed and for every further month that your agreement remains in arrears, limited to 3 payments for each period your agreement remains in default. If we pass your agreement to an internal recoveries manager you will have to pay £50.00 or £250.00 if we pass your agreement to an external recoveries agent.
- 4.4. If you fail to pay any amount due on time we will also charge you the default interest shown in the Key Information section.

5. Your Obligations

- 5.1. You will:
- 5.1.1. be responsible for any loss or damage to the vehicle from the date of delivery until the date the vehicle is returned to us or collected by us even if it is not your fault;
- 5.1.2. keep the vehicle in good condition (see clause 15.6), and, where included in this agreement, utilise any servicing and maintenance provided under this agreement (if identified in the Servicing and Maintenance Schedule), carry out repairs and replace parts (with genuine replacement parts) when necessary and maintain and service the vehicle in accordance with the manufacturer's recommendations and at the manufacturer's recommended service intervals. It is your responsibility to ensure that the repairer stamps the vehicle's service book each time the vehicle is serviced (the service book must be returned to us with the vehicle);
- 5.1.3. ensure you or anyone else does not do or cause anything to be done to the vehicle which invalidates any manufacturer warranty applicable to the vehicle;
- 5.1.4. tell us immediately if you change your address or the vehicle location from that shown in this agreement;
- 5.1.5. pay on time all licence fees, charges (including congestion charges, tolls etc), taxes and other sums due relating to the vehicle or its use. We may pay the amount of such charges for you. You will then repay that amount to us on demand together with such sum as we consider reasonable to cover our administration costs connected with the charge. Our costs will be at least £30;
- 5.1.6. give us a right of access to the vehicle at all reasonable times for inspection and removal;
- 5.1.7. keep the vehicle in your possession and you will not sell, assign, transfer, charge or create any sub-lease over or otherwise dispose of or abandon the vehicle;
- 5.1.8. be responsible for any loss, risk, delay or damage caused to passengers or goods carried in, loaded into or from the vehicle;
- 5.1.9. promptly reimburse us for all parking fines and other fixed penalties or charges that we have paid in relation to the vehicle.

HIRE TERMS

2. Agreement to hire

- 2.1. We will hire to you the vehicle on these terms. The hiring will begin on the date the vehicle is delivered or collected by you and will continue for the period and at the payments shown in the Key Financial Information.
- 2.2. You will not become the owner of the vehicle.

3. Delivery of the vehicle

- 3.1. Delivery of the vehicle will take place once the vehicle is available for delivery on a date agreed between you and the dealer.
- 3.2. You will inspect the vehicle on delivery. If the vehicle does not meet the vehicle specification or is unsatisfactory in any other way, you will not accept the vehicle and will notify us immediately.

4. Payment

- 4.1. You will pay us (or the dealer where indicated below) at the times stated in the Key Financial Information section together with VAT:
- 4.1.1. any advance payment (to the dealer (if applicable)); and

You will also pay us such sums as we consider reasonable to cover our administration costs connected with these payments. Our costs will be at least £30.

- 5.1.10. subject to our providing to you the required legal notice of default sums, repay to us on demand all reasonable costs and expenses (including legal and administrative costs) paid or incurred by us in collecting arrears of payments or in enforcing or attempting to enforce our rights under this agreement whether against the vehicle, you or otherwise, not otherwise provided for in this agreement.
- 5.2. You will not:
- 5.2.1. use or let anyone use the vehicle illegally;
- 5.2.2. use the vehicle for hire or reward (including private hire or as a taxi), driving tuition or towing unless you have our prior written consent (except where the vehicle is delivered with a tow bar);
- 5.2.3. use or let anyone else use the vehicle for pacemaking, speed or reliability trial or use the vehicle as an entry in any sporting or timed competition e.g. race or rally;
- 5.2.4. let anyone obtain any rights over the vehicle or let anyone take or threaten to take it to pay any debt that you owe;
- 5.2.5. take the vehicle out of the UK without our prior written consent, but the vehicle can be taken from the UK to the EU for up to 28 days at any one time, without our consent, however, you must contact us in good time prior to your trip in order to request a VE103a form and pay us the charge set out in clause 18;
- 5.2.6. use the vehicle regularly on unmade roads, building sites, farmland, woodland, moorland, mountain tracks or any other rough ground without our prior written consent;
- 5.2.7. make any alterations to the vehicle without our prior written consent unless you are obliged to do so by law. Any additions, accessories, alterations or replacement parts will become our property and subject to the terms of this agreement.
6. **Your servicing and maintenance obligations (if no services are selected)**
- 6.1. If servicing and maintenance have not been chosen from the servicing and maintenance schedule you will pay for any servicing, repairs, maintenance or replacement parts that are needed for any reason. When servicing or any other work needs to be carried out on the vehicle you will, at your cost, take the vehicle to a franchised dealer of the vehicle manufacturer. As soon as the work has been completed, you will collect the vehicle from the franchised dealer. You will arrange for this work to be carried out and for genuine replacement parts to be supplied and fitted.
- 6.2. All servicing and other work must be carried out in accordance with manufacturer recommendations and at the manufacturer's recommended service intervals so as to not invalidate any warranty applicable to the vehicle and it is your responsibility to ensure that the repairer stamps the vehicle's service book each time the vehicle is serviced in accordance with the manufacturer's recommendations under clause 5.1.2.
- 6.3. The vehicle must be serviced in accordance with the manufacturer's recommended service intervals, using genuine parts, at a franchised dealer of the vehicle manufacturer. If you do not meet this obligation, we may charge you a fee of £120 for each service interval which was missed or not undertaken by a franchised dealer of the vehicle manufacturer.
7. **Insurance**
- 7.1. You will:
- 7.1.1. insure the vehicle on a fully comprehensive basis for at least its day to day replacement value from the date of delivery, on a continuous and uninterrupted basis until the vehicle has been returned to us or collected by us including where this agreement has been terminated for any reason;
- 7.1.2. ensure that your insurer places a note on your insurance policy of our interest in the vehicle;
- 7.1.3. pay all insurance premiums on time;
- 7.1.4. on demand repay to us the insurance premium or any charge made to us together with such sum as we consider reasonable for administration costs (at least £48) incurred by us in connection with the exercise of our right to insure the vehicle in the event that you fail to insure or allow insurance cover to lapse;
- 7.1.5. arrange for all insurance monies payable under the policy to be paid to us promptly;
- 7.1.6. pay us the shortfall if the insurance monies are insufficient to pay off all sums due on termination (see clauses 7.3 and 9.4) of this agreement due to the vehicle being declared a total loss;
- 7.1.7. pay us the shortfall if the vehicle is damaged and the insurers consider it uneconomic to repair it, and the insurance monies are insufficient to pay the sums due to us from you under clause 7.2.3;
- 7.1.8. notify us of any loss, theft or damage to the vehicle and of any insurance claim made in respect of the vehicle.
- 7.2. We will use the insurance monies:
- 7.2.1. firstly to pay off any arrears of hire and services charges and other sums payable under this agreement at the date of the event giving rise to the insurance claim together with interest; and
- 7.2.2. secondly, towards the cost of repairs (or estimated repair costs), if the vehicle is damaged and the insurers consider that it is economic to repair it; and
- 7.2.3. thirdly, if the vehicle is a total loss because it is lost, stolen or destroyed and in the opinion of the insurers is not worth repairing, to pay a sum equal to the sum which would otherwise have been payable on termination (see clause 9) to compensate us for our loss;
- 7.2.4. if the insurance monies exceed all sums payable on termination (clause 9) we will refund the excess to you;
- 7.2.5. if the insurance monies are insufficient to pay off all sums due under this agreement, you will pay us the difference between the insurance monies received by us and all sums due on termination (see clauses 7.3 and 9) of this agreement.
- 7.3. This agreement will terminate immediately following a total loss of the vehicle (see clause 9.4) subject to those provisions of this agreement which are capable of surviving termination.
8. **Breach**
- 8.1. You will be treated as having breached this agreement if you:
- 8.1.1. have a petition presented, order made or resolution passed for your winding up, by the receiver, administrative receiver, liquidator or administrator appointed for the purposes of Section 123 of the Insolvency Act 1986 are deemed to be insolvent, have a petition for bankruptcy presented against you, have an application for interim order made against you or enter into an arrangement with or convene a meeting with your creditors; or
- 8.1.2. fail to pay any hire charge, services charge or other amount due on the due date under this agreement; or
- 8.1.3. break clause 5; or
- 8.1.4. break any other term of this agreement or if:
- 8.1.5. we consider that the vehicle may be in jeopardy or that our rights hereunder may be prejudiced; or

- 8.1.6. any other agreement between us (or any member of the group of companies of which we are a member) and you is terminated as a result of your breach; or
- 8.1.7. any of the above occurs in relation to any guarantor of your obligations.
- 8.2. If you are treated as having breached this agreement and fail to comply with the default notice that we send you:
- 8.2.1. we can terminate the agreement;
- 8.2.2. we will have the right to take back the vehicle; and
- 8.2.3. you will have to pay immediately all sums due under clause 9.
- 8.3. After termination of this agreement you will:
- 8.3.1. at your risk and cost return the vehicle to us or arrange collection with us, in good condition at an address that we will reasonably specify;
- 8.3.2. be solely responsible for ensuring the safekeeping, supervision and custody of the vehicle until it is returned or repossessed by us under clause 8.4; and
- 8.3.3. be provided with a vehicle condition report following our inspection of the vehicle upon collection.
- 8.4. If you fail to return the vehicle under clause 8.3 within 4 calendar days of being requested to do so, then we may immediately without notice retake possession of it. You shall be responsible for our costs of such repossession.
- 8.5. If you fail to return the vehicle as required by clause 8.3 and retain the vehicle (whether by agreement with us or not) for more than 4 calendar days following termination of this agreement, we may charge you a daily rental for each day you retain possession of the vehicle beyond this period. This daily rental will be a pro-rated daily amount of the total hire charges (including any advance payment) due under this agreement.
- 9. Payments on termination**
- 9.1. On termination of this agreement under clauses 8.2 or 10.1, during or at the end of the fixed period, you will immediately pay to us together with VAT:
- 9.1.1. all arrears of hire charges and services charges, administration fees (if any) and other sums due under this agreement together with interest;
- 9.1.2. any excess mileage charge calculated in accordance with clause 13 and charged up to the time you return the vehicle to us or when we or our agents repossess the vehicle;
- 9.1.3. our costs in respect of repossession, storage, and insurance of the vehicle;
- 9.1.4. our costs (or estimated costs) in respect of servicing, providing replacement parts and carrying out repairs which are needed to put the vehicle in good condition following its return or repossession or resulting from an accident or deliberate or negligent damage to the vehicle;
- 9.1.5. our costs in respect of selling the vehicle;
- 9.1.6. if, and only if we require it, you will pay us by way of liquidated damages and/or compensation for our loss an amount equal to all hire charges which had we not terminated this agreement were agreed to be paid by you to us until the end of the fixed period of hire less a discount for accelerated payment and early return of the vehicle at the rate of 50%.
- 9.2. Your obligations under clause 9.1 will be treated as if they had arisen immediately before termination.
- 9.3. Clause 9.4 will only apply if this agreement is terminated under clause 7.3 following a total loss of the vehicle.
- 9.4. On termination of this agreement under clause 7.3 you will immediately pay to us together with VAT:
- 9.4.1. all arrears of hire charges, services charges, administration fees (if any) and other sums due under this agreement together with interest;
- 9.4.2. any excess mileage charge calculated in accordance with clause 13 and charged up to the time the vehicle is declared a total loss;
- 9.4.3. the higher of (i) the retail vehicle value or, (ii) net book value; and
- 9.4.4. in the case of your insurance company not paying the sum required in full, you will be required to pay the shortfall.
- 9.5. Your obligations under clauses 9.3 and 9.4 above will be treated as if they had arisen immediately before termination.
- 10. End of fixed period and return of vehicle**
- 10.1. Unless terminated under clause 7.3 or 8.2 this agreement terminates automatically at the end of the fixed period and you will return the vehicle to us as required by clause 8.3.
- 10.2. You will ensure that at the end of the fixed period the vehicle does not require an MOT test for at least two months following the end of the fixed period.
- 11. Exclusion of agency and liability**
- 11.1. The dealer, or any broker or other intermediary, who has been involved in the negotiation of this agreement, is not our agent, and has no authority to act or make any representations about the vehicle or this agreement on our behalf. Accordingly, we are not liable for anything said, or done or not done by them.
- 11.2. Where you are hiring the vehicle for purposes which are wholly or predominantly for the purposes of your business we do not make any representation or undertaking express or implied as to the condition, description, quality or performance of the vehicle or as to its fitness for any particular purpose.
- 11.3. Where you are hiring the vehicle for purposes which are wholly or predominantly for the purposes of your business we shall not be liable for:
- 11.3.1. damage sustained by reason of any defect in the vehicle whether latent or apparent and however caused;
- 11.3.2. any loss of profit or any other consequential loss incurred by you if the vehicle is not of satisfactory quality, becomes unusable or is in any way defective.
- 11.4. We accept liability for death or personal injury which results directly from our own negligence.
- 11.5. Whether you are hiring the vehicle for business purposes or not, we shall not be liable for physical damage to property resulting from the maintainer's negligence in failing to carry out our obligations under the servicing and maintenance schedule if applicable.
- 11.6. In relation to any manufacturer or other warranties relating to the vehicle provided by the manufacturer or the dealer we will be under no responsibility with regard to them.
- 11.7. If you are a consumer, nothing in this clause 11 will affect or reduce your legal rights.
- 12. Writing down allowances**
- You will tell us of any event which may affect our right to a writing down allowance.
- 13. Excess mileage charge**
- 13.1. Your total annual mileage and total contract mileage has been estimated by you. It is not expected that you will use the

vehicle for more than either the annual allowance (for each year the vehicle is hired to you) or the total contract mileage allowance. If you do use the vehicle for more than these allowances then on demand you will pay additional charges at the excess mileage charge rate set out in the mileage limit and excess mileage charge box in the Key Financial Information section above.

- 13.2. Before the end of this agreement, your mileage allowance will be calculated on a daily basis, that is the total allowance will be pro-rated for the number of days the vehicle has been in your possession.
- 13.3. You will on request notify us of the mileage recorded on the mileometer of the vehicle or relief vehicle ("recorded mileage").
- 13.4. If the mileometer fitted to the vehicle or the relief vehicle has failed to work properly, you will notify us of the date of failure and the recorded mileage on that date and the date on which the repaired mileometer is re-fitted to the vehicle.
- 13.5. We will estimate your mileage during the period of failure referred to in clause 13.4 by:
- 13.5.1. dividing the recorded mileage at the date of calculation plus any estimates of mileage calculated prior to that date by the number of days from the date of delivery up to the date of failure; and
- 13.5.2. multiplying the result by the number of days during which the mileometer failed to work properly to give the "estimated mileage".
- 13.6. The total mileage will be the recorded mileage less the mileage on delivery plus any estimated mileage.
- 13.7. If at any time during this agreement or on termination of this agreement the total mileage exceeds the mileage allowance, you will pay at our request an excess mileage charge calculated by:
- 13.7.1. multiplying the excess of the total mileage calculated at that date over the mileage allowance by the rate for each such excess mile stated in the mileage limit and excess mileage charge box in the Key Financial Information section above; and
- 13.7.2. deducting the total amount of any excess mileage charges which have been previously paid under this agreement.

14. USE OF YOUR INFORMATION

14.1. Introduction

- 14.1.1. Hyundai Capital UK Limited, trading as Kia Finance Contract Hire and Santander Consumer (UK) Plc (referred to as "SCUK" in this clause 14) are joint data controllers of your personal data. This means that Kia Finance Contract Hire and SCUK jointly decide the purposes and means of the processing of your information. References to "we", "our" and "us" in this clause are references to Kia Finance Contract Hire and SCUK as joint data controllers, unless the context otherwise permits. If you have any queries about our handling of your information, you can contact Kia Finance Contract Hire's Data Protection Officer ("DPO") by writing to DPO@Hyundaicapital.co.uk or Floor 2 London Court, 39 London Road, Reigate, Surrey RH2 9AQ. Please note that, where necessary, we will pass your query to SCUK, who will contact you about your query, or we may refer you directly to SCUK's DPO or customer services department, as appropriate.
- 14.1.2. This data protection clause explains how we will use the personal data that you provide to us via your intermediary or via an online application or that we have obtained about you through our use of the personal data you have provided (referred to in this clause as your "information") when you enter into a contract hire agreement with us. Please read this clause in conjunction with the privacy statement provided to

you when you applied for a contract hire agreement with us as this explains how we use your information when you make the application. Please read this clause carefully.

- 14.1.3. Where we refer to "intermediary" in this clause, this means the dealership or finance broker (as applicable) that has contacted us on your behalf regarding contract hire.
- 14.2. **Information we collect about you:**
- 14.2.1. The categories of information that we may collect about you are as follows: name, address, e-mail address, telephone number, address history, residential status, date of birth, marital status, driving licence number, bank details, employer's name and address, occupation, time in employment and any ID documents required to be provided by you (such as Passport, ID Card, driving licence, credit / debit card, proof of disability, proof of home ownership, P60, Wage Slip, Pension Statement, Ltd Company Accounts, council/ housing association tenancy agreement, bank statements, council tax bill, utility bills) and information we have obtained from credit reference and fraud prevention agencies. From time to time we may require other forms of personal information as required to comply with legal or regulatory requirements or for the adequate management of your agreement.
- 14.2.2. If you fail to provide us with the mandatory information that we request from you, we may not be able to properly manage the agreement we have with you (for example, it may have an impact on our ability to assist you with any queries) and may eventually result in us taking action in accordance with the terms of your contract hire agreement, including cancellation.
- 14.2.3. If your information changes during the term of the agreement we have with you, you must inform us immediately.
- 14.3. **Use of your information:**
- 14.3.1. The purposes for which we use your information and the legal bases under data protection laws on which we rely to do this are as follows (as relevant):
- it is necessary for the performance of the contract with you or to take steps to enter into it. This includes verifying your identity, 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, mid and end agreement reviews, 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:
 - assessing lending and insurance risks;
 - to understand your needs and provide a better service to you, and to help us develop and improve our products and services;
 - preventing fraud and money laundering, and to verify your identity, in order to protect our business and to comply with laws that apply to us;
 - 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;
 - contacting you to ask you to participate in customer satisfaction surveys and market research (by email, letter, SMS or phone) and to undertake and analyse those surveys and research, this is to allow us to benchmark our services and evaluate new and existing products and services;

- for management and audit of our business operations including statistical analysis and accounting and system testing in order to protect our business;
- creating a profile of you to decide what products and services to offer to you for marketing purposes;
- conducting a propensity to renew analysis and evaluating those results to understand the profile of customers likely to renew, this is so that we can undertake tailored and timely marketing activities;
- use by your intermediary for the reasons described in clause 14.4 below.
- 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. This may also include processing special categories of data about you, for example for our compliance with our legal obligations relating to vulnerable people or if you go into arrears with your payments due to a health-related reason.
- you have given us your consent to use it in certain ways including when you request that we disclose it to a third party and for direct marketing communications (by us and the third parties named under 'Use of your information and Marketing' above). You can withdraw your consent to marketing at any time by following the instructions provided under the 'Use of your information and Marketing' section of this Agreement.

14.4. Disclosure to and use by third parties:

14.4.1. As Kia Finance Contract Hire and SCUK are joint data controllers of your information, certain information is shared between us. Kia Finance Contract Hire uses your information to administer your finance application and the finance agreement. SCUK uses your information to undertake the underwriting process (for example, to conduct credit and fraud prevention checks and generally assessing lending risks) and to contact you about arrears and to recover monies owed to us, where applicable.

14.4.2. We disclose your information to the following third parties:

- At the time of providing you with this statement, we engage Leasedrive Limited t/a Zenith ("Zenith") to process and manage contract hire applications and agreements on our behalf. Applications are submitted to us by your intermediary via Zenith's online portal.
- Our group of companies whom will use your information as detailed within this clause 14 and also to comply with i) the group's Financial Crime Compliance internal policies, ii) its legal obligations relating to the anti-money laundering and counter terrorism financing regulations and iii) its regulatory reporting responsibilities to the supervisory authorities.
- Credit reference agencies (including Experian, TransUnion, Equifax) and fraud prevention agencies. Please refer to the privacy statement provided to you when you applied for a contract hire agreement with us for further information about these agencies and what they do – you can also contact us on 0800 085 1759. Alternatively you can view a copy of this application privacy statement at www.kiafinance.co.uk.
- Law enforcement agencies in order to detect, investigate and prevent crime (we or any fraud prevention agency may pass your information to law enforcement agencies).

- Third party debt collecting agencies engaged by us to recover monies owed to us.
- Any third party to whom we sell your debt. If we do this, you will be notified and that third party will become the data controller of your information.
- Your intermediary (or any intermediary that acquires your intermediary's business, as applicable) to assist us with administering your agreement (including conducting mid and end agreement reviews with you) and for them to send you marketing communications about their products and services if you have consented to this.
- Kia Motor UK Ltd whom will use your information for reporting and analysis purposes to assist in the development and improvement of existing and new products and services. The manufacturer will also use your information to send you marketing communications if you have consented to this.
- Third parties acting on our behalf, such as back-up and server hosting providers, IT software and maintenance providers and their agents and third parties that provide income verification services, affordability checks and communication fulfilment services.
- Outsourced service providers required for compliance with a legal or regulatory obligation, provision of your account service or for marketing activities where your consent has been provided.
- Market research organisations engaged by us to undertake customer satisfaction surveys and market research.
- 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.
- If we or the Santander group undergoes a group reorganisation or is sold to a third party, your personal information provided to us may be transferred to that reorganised entity or third party and used for the purposes highlighted in this data protection statement.

14.5. Use by credit reference and fraud prevention agencies

Please refer to the privacy statement provided to you when you applied for a contract hire agreement with us for more information about the credit reference and fraud prevention agencies that we use and what they do. Alternatively you can view a copy of this application privacy statement at www.kiafinance.co.uk.

14.6. Automated decisions and profiling

- 14.6.1. As part of the processing of your information, decisions may be made by automated means.
- 14.6.2. Please refer to the privacy statement provided to you when you applied for a contract hire agreement with us for more information about our use of automated decisions when you make the application. Alternatively you can view a copy of this application privacy statement at www.kiafinance.co.uk.
- 14.6.3. During the term of the contract hire agreement we have with you, we may also conduct automated processing of your information in other ways. In particular, we may use automated processing to analyse or predict (amongst others) your economic situation, personal preferences, interests or behaviour. This could mean that automated decisions are made about you using your information. For instance, we might do an analysis of certain customer demographics (such as your characteristics). We may also analyse triggers and events such as the maturity dates of your accounts and opening anniversaries.

- 14.6.4. In some instances we may carry out automated processing and decision making to do behavioural scoring, including by looking at the accounts and products you already have with us and how they are being conducted, such as account activity, arrears and other indications of financial difficulties. We will do this where this information is relevant to the product that we think you might be interested in. This will help us to decide whether other products and services might be suitable and appropriate for you. All of this includes an element of automated processing.
- 14.6.5. We will use the information gleaned from this activity to: (i) send direct marketing communications to you where you have consented to this; and (ii) decide which of our other products and services might be suitable and appropriate for you, including those which are offered by us, or by us in conjunction with our partners, or by the Kia group of companies. This means that automated decisions and processing can help to determine what marketing communications you receive, when you receive them and what marketing activity is conducted by us or one of our third parties.
- 14.6.6. In addition, when we provide a product or service to you, we take into account other information that we hold about you, including how you use this and other accounts you have with us or our group of companies.
- 14.7. **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. It might be used to conduct research and analysis, including to produce statistical research and reports. This aggregated data may be shared in several ways, including with our group of companies.
- 14.8. **Retention of your information**
- 14.8.1. If your application for a contract hire agreement 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 queries you may have. If your application is accepted and you proceed, we hold your information for 7 years from the date at which your agreement is closed, where settled by you or upon default or as long as necessary thereafter to deal with any queries you may have.
- 14.8.2. Credit reference agencies will retain the account information that we give to them for 6 years after your account is closed. Please refer to the privacy statement provided to you when you applied for a contract hire agreement with us for more information about the information that we give to credit reference agencies. Alternatively you can view a copy of this application privacy statement at www.kiafinance.co.uk.
- 14.8.3. 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 6 years.
- 14.8.4. We may hold your information for a longer or shorter period from that described above where:
- the law requires us to hold your personal information for a longer period, or delete it sooner;
 - 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; and
 - in limited cases, the law permits us to keep your personal information indefinitely provided we put certain protections in place.
- 14.9. **Transfers to third countries/ where we store your information**
We store your information on servers located within the European Economic Area (EEA). The third parties listed in clause 14.4 above may be located outside of the EEA or they may transfer your information outside of the EEA. Those countries may not have the same standards of data protection and privacy laws as in the UK. Whenever we transfer your information outside of the EEA, we impose contractual obligations on the recipients of that information to protect your personal data to the standard required in the UK. We may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing. Any third parties transferring your information outside of the EEA must also have in place appropriate safeguards as required under data protection law.
- 14.10. **Your rights**
- 14.10.1. You have the following rights (which may not always apply or be subject to certain circumstances):
- to be informed about the processing of your information (this is what this statement sets out to do);
 - to have your information corrected if it's inaccurate and to have incomplete information completed;
 - to object to processing of your information;
 - to restrict processing of your information;
 - to have your information erased;
 - to request access to your information and information about how we process it;
 - to move, copy or transfer your information ("data portability"); and
 - rights relating to automated decision making, including profiling.
- 14.10.2. More information on your data subject rights and how to exercise these rights can be found in the 'Using my information' booklet available at www.kiafinance.co.uk or by requesting a copy via email from contactus@kiafinancecontracthire.co.uk or calling our customer services team on 0800 0749 755.
- 14.10.3. We may update the data protection statement from time to time. When we change the data protection statement in a material way, a notice will be displayed on our website along with the updated data protection statement.
- 14.10.4. 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 DPO with any data protection concerns. You have the right to complain to the Information Commissioner's Office where your data has or is being used in a way that you believe does not comply with data protection laws.
15. **General**
- 15.1. We may require a third party to provide a personal guarantee and indemnity that you will fulfil your obligations under this agreement as a condition of entering into this agreement with you.
- 15.2. If you are more than one person your obligations will be binding on each person separately and all persons jointly.
- 15.3. 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 later enforcing those other rights.
- 15.4. You will not assign this agreement.
- 15.5. For the purposes of UK taxation and irrespective of accounting

treatment to be adopted by you, you are not entitled to claim capital allowances on the vehicle.

- 15.6. The vehicle will be deemed to be in “good condition” for the purposes of this agreement if it is undamaged and has no abnormal wear and tear as defined in the return conditions.
- 15.7. If you are hiring the vehicle for purposes which are wholly or predominantly for the purposes of your business we are not bound by any statements or representations made by us or our employees unless these are recorded in writing and signed by our authorised employee and by you.
- 15.8. This agreement shall be governed by and interpreted in accordance with English law unless you sign this agreement in Scotland or Northern Ireland and as an individual, not in the course of your business, in which case you may elect to have the agreement governed by Scottish law or Northern Irish law provided you signed this agreement in that location.
- 15.9. You will pay us on demand our charges for changing the terms of this agreement or providing additional services at your request. Details of our charges are available on request and will be notified to you in any event before you are charged.
- 15.10. We may assign, novate and/or transfer this agreement or any rights, liabilities or obligations under it without your consent as your entering into this agreement confirms your consent.
- 15.11. You must not change the registration mark of the vehicle without our consent. If you wish to apply a personalised number to this vehicle, you must provide us with details and make arrangements through us. A fee is payable as set out in clause 18 below under Cherished plate management.
- 15.12. If we recover the vehicle under the terms of this agreement, and you wish to retain your personalised number, you must make a written request for us to apply to DVLA for the retention of that number and the reregistration of the vehicle with its original or a replacement number. If you do not do so we will be entitled to apply for such retention and/or sell the rights to the number or sell the vehicle without applying for retention of the number. We will use any proceeds of sale which relate to that number to reduce any amounts due from you under this agreement before paying any surplus to you (if any). We will not be liable to you for any failure to achieve any particular value for such personalised number.

16. **Additional Service Terms**

If you have chosen any additional services such as vehicle servicing and maintenance, then the appropriate terms are set out in the Additional Services Schedule which follows these Terms.

17. **Complaints and queries about this agreement**

If you have a complaint about this agreement or any aspect of the service we have provided, or any queries, please contact our Customer Services Department who will provide you with a copy of our complaints handling procedure. For complaints that cannot be resolved to your satisfaction, consumers have the right to refer their complaint to the Financial Ombudsman Service. Business customer may have the right to do the same. The Financial Ombudsman Service can be contacted at: Exchange Tower, London E14 9SR, Telephone: 0800 023 4567 or email: complaint.info@financial-ombudsman.org.uk. Further information can be found at: www.financial-ombudsman.org.uk. We are also a member of the Finance and Leasing Association and are bound by its Lending Code.

18. **Additional Charges**

The following additional charges will be payable by you if we are required to carry out any of the following activities:

- Foreign travel - issuing a VE103a form - £20.00
- Fines, charges and penalties paid on your behalf - £30.00
- Cherished plate management - £50.00
- Fine redirection – e.g. speeding - £15.00
- Aborted collection – where we were unable to collect your vehicle on an agreed date for any reason - £120.00

Please note that you may be required to pay additional fees to the DVLA related to a cherished plate.

Additional Services Schedule

1. Definitions

“Approved Supplier” means any person approved by us to carry out the Maintenance on our behalf.

“Maintenance” means the maintenance and services we agree to provide to you under this services schedule for the vehicle as set out in clause 2;

For the avoidance of doubt, references to clauses in this schedule are references to clauses in this schedule only.

Fair wear and tear is determined by reference to the British Vehicle Rental and Leasing Association (BVRLA) industry fair wear and tear standard.

A copy of which will be provided on request.

2. The Maintenance

2.1. We shall carry out or arrange for an Approved Supplier to carry out the following Maintenance at our cost:-

- 2.1.1. all routine servicing for the vehicle in line with and when required by the manufacturer’s specifications and recommendations (including replacement fluid oil and lubricants and standard servicing replacement parts);
- 2.1.2. all mechanical repairs due to fair wear and tear but not otherwise (including batteries and exhaust systems);
- 2.1.3. replacement tyres due to fair wear and tear but not otherwise;
- 2.1.4. breakdown and recovery cover, restricted to roadside assistance in the United Kingdom only, is provided under this schedule and is subject to the terms of the particular arrangement applicable to the vehicle. A copy of those terms is available on request from us.

3. Exclusions

- 3.1. We shall only carry out any repairs or maintenance not included in clause 2 and such repairs and maintenance as are set out in this clause 3 if you pay us additional charges.
- 3.2. The following are excluded from the Maintenance we are obliged to provide, unless otherwise provided in this clause 3:-
 - 3.2.1. bodywork and paint repairs except (a) to the extent covered by the manufacturer’s warranty or (b) arising as a direct result of mechanical failure;
 - 3.2.2. repairs to any extras or accessories fitted by you;
 - 3.2.3. any repairs carried out without our previous authority;
 - 3.2.4. all glass in the vehicle including mirrors, lamp lenses and windscreens;
 - 3.2.5. any repairs required due to mis-fuelling of the vehicle;
 - 3.2.6. any maintenance or repairs otherwise covered by this clause 3 but occurring when the vehicle is situated outside the United Kingdom;
 - 3.2.7. any replacement tyres or repairs due to your negligence or any malicious act by you or any third party, or any material failure on your part in complying with this schedule;
 - 3.2.8. spare parts for any of the above;
 - 3.2.9. topping-up oils and any fluids recommended in the manufacturer’s handbook as being user serviceable for the vehicle;
 - 3.2.10. all fuel and insurance in respect of the vehicle; and
 - 3.2.11. the supply of any replacement vehicle.
- 3.3. You can ask us to have an Approved Supplier carry out any of the items referred to in clause 3.2 when the vehicle is in

the United Kingdom but you will be responsible for paying for such items at the time and location of repair or replacement. In any event, you must have all the repairs and maintenance referred to in clause 3.2 carried out promptly as soon as they are required at your own expense but you must tell us you are doing so and you must have them carried out by an Approved Supplier, in which case such repairs and maintenance will be deemed to have been carried out with our authority.

4. What you must do under this schedule

- 4.1. You must present the vehicle to an Approved Supplier for service and repair in good time so that it can be serviced in accordance with the manufacturer’s servicing recommendations.
- 4.2. You must have all maintenance and repair carried out by an Approved Supplier. You must not carry out any repairs or routine servicing or other work on the vehicle yourself.
- 4.3. When presenting the vehicle to an Approved Supplier you must tell the Approved Supplier to contact us for authority to carry out the work required. You must regularly check the following yourself at your own expense:-
 - 4.3.1. that the tyres are inflated to the correct pressure and have sufficient tread depth to be used legally;
 - 4.3.2. topping up oils and any other fluids other than those provided in routine servicing; and
 - 4.3.3. all fuel required for the vehicle.
- 4.4. You must ensure that:-
 - 4.4.1. the vehicle is only used for social, domestic and business purposes, in a reasonable manner, in accordance with the manufacturer’s recommendations and is not used for onward hire or reward;
 - 4.4.2. the vehicle is kept in good clean condition and repair;
 - 4.4.3. the vehicle is driven only by persons holding current driving licences in the correct class and who are authorised to do so;
 - 4.4.4. the vehicle is only used in accordance with the terms of the insurance effected by you in respect of the vehicle;
 - 4.4.5. the vehicle is not used when in an unroadworthy condition or in such a manner as may aggravate or increase any Maintenance required;
 - 4.4.6. the vehicle is used only in compliance with all relevant statutory rules, regulations and codes of practice;
 - 4.4.7. the terms and conditions contained in this schedule are observed;
 - 4.4.8. we are advised as soon as is reasonably practicable of any accident to the vehicle and given such details of the accident as we request;
 - 4.4.9. you must not permanently alter or add to the vehicle in any way unless we give you written permission before you make the alteration or addition, which permission will not be unreasonably withheld;
 - 4.4.10. you must not put fuel in the vehicle which is not suitable for the vehicle; and
 - 4.4.11. you must not use the vehicle for racing or any other type of competition.
- 4.5. You are not entitled to any reduction or rebate in respect of any hire charge or services charge due under the agreement in respect of any period during which the vehicle for any reason is unserviceable, out of order or unusable, unless by reason of

an act or omission by us or an Approved Supplier under or in relation to this agreement or the vehicle.

5. **Our liability**

- 5.1. Where you are hiring this vehicle for purposes which are wholly or predominantly for your business, we shall have no liability to you for any indirect, special or consequential loss you suffer because of the provision of services by us under this agreement, except in respect of death or personal injury resulting from our own negligence. If you are hiring the vehicle as a consumer then we are under an obligation under the Consumer Rights Act 2015 to carry out these services or ensure that they are carried out with reasonable care and skill. If we do not do so we will be liable to compensate you but we will only be liable for any losses which we knew, or ought to have known, before we entered into this agreement with you, that you might incur if we failed to comply with this obligation.
- 5.2. Where you are hiring this vehicle for purposes which are wholly or predominantly for your business, our total liability for any other loss you incur in any year of this agreement (calculating each year from the date of the advance hire payment and each anniversary of that date) in respect of any one event or series of connected events will not exceed the total services charges payable by you under this agreement for that year, but this is without prejudice to any liability we have to you where an Approved Supplier has damaged the vehicle and not itself made that damage good.
- 5.3. You will have no liability to us for any indirect, special or consequential loss we suffer because of your breach of your obligations under this Services Schedule, except in respect of death or personal injury resulting from your own negligence.

Return Conditions Schedule

The vehicle will be deemed to be in “good condition” for the purpose of this agreement if it is undamaged and has no abnormal wear and tear. We use The British Vehicle Rental and Leasing Association’s ‘Guide to Fair Wear and Tear’, these guidelines allow us to apply a fair and consistent standard to the condition of the vehicle at the end of the contract. This will determine whether any charges should apply. You can view the full guide at any time by visiting www.kiafinance.co.uk/pch-end-of-contract/. It is your responsibility to ensure that the vehicle is regularly serviced in accordance with clause 5.1.2.

General appearance and road safety

All electronic safety features and advanced driver assistance systems must be in working order. There should be no rust or corrosion on any part of the body work, trim of the vehicle, or on the alloy wheels. The vehicle must be roadworthy, and no warning lights should be illuminated. There should be sufficient fuel (or residual charge in the battery, if an electrical vehicle) to bring about the vehicle collection or return. The vehicle exterior should be sufficiently clean, inside valeted and cleared of rubbish. Interior upholstery must be clean, no burns, scratches, tears, dents or stains. Torn or split floor coverings and damaged surrounding trims are not acceptable. All interior fittings and accessories must be returned, intact and free of damage.

Keys

A full set of keys, including the spares and locking wheel-nut keys should be returned if originally supplied.

Paintwork, vehicle body, bumpers and trim

There should be no rust, corrosion or discolouration on any painted area, including painted bumpers, body mouldings and mirrors. Repaired chips, scratches and dents are acceptable provided the work is completed to a professional standard by repairers who can provide a full warranty on their work. Obvious evidence of poor repair, such as flaking paint, preparation marks, paint contamination, rippled finish or poorly matched paint is not acceptable.

- **Chips** - Chips of 3mm or less in diameter are acceptable provided they are not rusted. Chips with dents are not acceptable.
- **Dents** - Dents of 15mm or less in diameter are acceptable provided there are no more than two per panel and the paint surface is not broken. Dents on the roof or on the swage line of any panel are not acceptable.
- **Scratches** - Surface scratches of 25mm or less where the primer or bare metal is not showing are acceptable providing they can be polished out. Four surface scratches on one panel is acceptable.
- **Unpainted mouldings, wheel trims** - Scuffs and scratches of 25mm or less are acceptable provided the mouldings or trim is not broken, cracked or deformed.
- **Badges, emblems and labels** - Badges, emblems, labels, logos and advertising livery should be professionally removed and returned to its original condition. Any damage caused by the fitting or removing, including faded paintwork is not acceptable.
- **Soft and hard top convertibles** - Convertible roofs must be fully operational and free from damage, rips and tears. The rear window must not be cracked or creased. Accessories originally supplied must be present and in good condition.
- **Tow bars** - If fitted, a tow bar must be in good, rust free condition with electrical connections that work and ball cover must be in place.

Windows, glass, door mirrors and lamps

- **Panoramic roof** - The roof must be fully functioning with no chips, cracks or holes. Surface scratches are acceptable provided they can be polished out. Maximum of four surface scratches is acceptable.
- **Windows/windcreens** - Light scratching is acceptable providing it does not interfere with the driver’s line of sight and heating elements and automated driver assistance system still work properly. Damage in excess of 10mm in the driver’s line of vision or in excess of 40 mm elsewhere in the area swept by the vehicle’s wiper blades are not acceptable. Windscreen wipers must be present, secure and in good condition.
- **Door mirrors** - Missing, cracked or damaged door mirror glass and housing units are not acceptable. If adjustable and/or heated door mirrors must work correctly.
- **Lamps and lenses** - All lamps and lamp units must work. Minor scuff marks or scratches of 25mm or less are acceptable. Holes or cracks in the glass or plastic covers are not acceptable.

Tyres and wheels

- **Tyre wear and damage** - All tyres, including spare must meet the minimum UK legal requirements (minimum tread depth of 1.6mm in a continuous band around the centre three quarters of the tyre) and comply with the vehicle manufacturer’s recommendations of tyre type, class, size and speed rating for the vehicle. There must be no damage to sidewalls or tread. Uneven wear due to under or over inflation is not acceptable.
- **Wheels and wheel trims** - Dents on wheel rims and trims are not acceptable. Scuffs up to 50mm on the total circumference of the wheel rim and on alloy wheel are acceptable. Damage to spokes, fascia or hub of the alloy wheel is not acceptable. There should be no rust or corrosion on the alloy wheel. Spare wheel and other tools must be intact, stowed and in good working order.

Mechanical Condition

The vehicle should be returned in a safe, legal and reliable mechanical condition capable of passing an MOT. If a warning light is illuminated the vehicle may not be drivable and collection will be aborted. Advisory illuminated alerts are acceptable. The following items are not acceptable fair wear and tear:

- Grooved brake discs or drums caused by excessive wear or worn out disc pads
- Engine seized or damaged due to insufficient coolant/oil or with broken components
- Manual transmission - Clutch slipping, noisy clutch or gearbox or excessively worn
- Automatic – noisy gearbox or torque converter, abrupt gear

Vehicle underside

Any impact damage to the vehicle’s underside is not acceptable.

Equipment and controls

All original equipment, accessories and controls must be present and operate correctly. Nonstandard equipment installed must be removed and any damage repaired. All original fitted electrical equipment should be present and fully functional.

CANCELLATION FORM

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT HIRE AGREEMENT.)

Cancellation Form

To: Hyundai Capital UK Limited trading as Kia Finance Contract Hire, Number One, Great Exhibition Way, Kirkstall Forge, Leeds, LS5 3BF

I/We «CustomerName» hereby give notice that I/We wish to cancel my/our hire agreement (number «AccountCode») in relation to «VehicleMake» «VehicleModel» Registration Number «VehicleRegNo»

Name of customer(s): «CustomerName»

Address of customer (s): «CustomerAddress»

Signature of customer (s):

Date:

Your right to cancel

You can cancel the agreement within 14 days starting with the day after the day we signed the agreement without giving any reason. We will tell you when we have signed the agreement within 7 days of our doing so.

Informing us of your right to cancel

To exercise the right to cancel, you must inform us of your decision to cancel the agreement by a clear statement (e.g. a letter sent by post or e-mail by writing to us at Hyundai Capital UK Limited trading as Kia Finance Contract Hire, Number One, Great Exhibition Way, Kirkstall Forge, Leeds, LS5 3BF, or via email at contactus@kiafinancecontracthire.co.uk). You may also use the model cancellation form above, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Reimbursement following cancellation

If you cancel the agreement, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the agreement. We will make the reimbursement using the same means of payment as you used for making payments to us, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Return of the vehicle following cancellation

If the vehicle has already been delivered during the cancellation period, you will return it at your own cost to the place from where it was delivered to you or such other place as we reasonably require. You must return the vehicle to us no later than 14 days from the day on which you communicate your cancellation of the agreement with us.

If you have not taken proper care of the vehicle, or there is damage which is more than was necessary for you to determine the characteristics and functioning of the vehicle for the short period you have had the use of it, we may charge you for an amount equal to the cost of repairs but limited to the value of the vehicle. We will deduct these amounts from any sums to be reimbursed to you; if the amount you have to pay us exceeds the amount we have to reimburse you, then you will be required to pay us that shortfall within 14 days of our telling you what is due.