



## Description of Vehicle

Status	New <input type="checkbox"/>	Used <input type="checkbox"/>	Make	<input type="text"/>
Model	<input type="text"/>		VIN/chassis number	<input type="text"/>
Registration number	<input type="text"/>		Registration date (DD MM YYYY)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Non-vehicle items	GAP	<input type="text"/>	Warranty	<input type="text"/>
			Total non-vehicle items	<input type="text"/>

(A) Total cash price of vehicle (inc.VAT)	<input type="text"/>	
Cash deposit paid to dealer	<input type="text"/>	
Part exchange value minus any settlement allowance	<input type="text"/>	
Deposit applied to non-vehicle items	<input type="text"/>	
(B) Deposit applied to vehicle	<input type="text"/>	
(C) Amount of credit	<input type="text"/>	(A - B)
Documentation Fee	<input type="text"/>	
Option to Purchase Fee (inc. VAT):	<input type="text"/>	
Interest	<input type="text"/>	
(D) Total charge for credit	<input type="text"/>	
(E) Total amount payable	<input type="text"/>	(B + C + D)
(F) Amount payable to us	<input type="text"/>	(E - B)
Rate of Interest (per annum)	<input type="text"/>	% (Fixed)
APR	<input type="text"/>	%

We will advance the amount of credit to the dealer on the completion of this agreement. Where you are shown above as purchasing non-vehicle items, the cost will be paid from the deposit you have paid the dealer and not from any amount advanced by us.

### Payments

The amount payable to us (F) is payable by the following (each a "Monthly Payment")

<input type="checkbox"/>	month at	<input type="text"/>	commencing 1 month after the Agreement Date
<input type="checkbox"/>	month(s) at	<input type="text"/>	commencing 2 months after the Agreement Date
<input type="checkbox"/>	month at	<input type="text"/>	commencing <input type="text"/> months after the Agreement Date

The first Monthly Payment includes any Documentation Fee. The final Monthly Payment includes the Option to Purchase Fee (and Balloon\* if applicable)

<input type="checkbox"/>	month(s) at	<input type="text"/>	commencing 1 month after the Agreement Date
<input type="checkbox"/>	month at	<input type="text"/>	including Option to Purchase Fee (and Balloon* if applicable) commencing <input type="text"/> months after the Agreement Date

Any Documentation Fee is added to the amount you owe on the Agreement Date and payable as part of each Monthly Payment

Duration of the agreement will be  month(s). This is your Agreement Period.

\* On Lease Purchase your final Monthly Payment (having taken account of your Option to Purchase Fee) is your Balloon Payment.

**Default Charges and Interest on Missed Payments**

Interest may be payable on missed payments at the interest rate stated on page 2. You may also have to pay charges for late payments.

**Missing Payments**

Failing to make your repayments will mean that you have broken the terms of this agreement and could result in us taking legal action against you which if you are an individual, may include us asking your employer to deduct money from your salary to pay us or us obtaining a charging order (or in Scotland an inhibition) against a property you own. It could lead to you having to pay additional costs, affect your credit record and make it more difficult or expensive to obtain credit.

**Right to Repay Early**

You are entitled to repay your indebtedness under this agreement early, in whole or in part, and to receive a rebate (if any) on the same basis as if it were a credit agreement regulated by the Consumer Credit Act 1974. In order to do so, you should write to Customer Servicing, Paragon Motor Finance, 51 Homer Road, Solihull, West Midlands, B91 3QJ or telephone 0345 149 7770. For full settlement we will send you a statement setting out the amount you owe and any rebate to which you may be entitled. Any partial repayment must be at least £1000 and we will use it first to pay any arrears, overdue interest or charges. We will then calculate any rebate to which you are entitled and the balance of any repayment and any rebate will be applied to reduce your remaining Monthly Payments for the duration of the Agreement. If your final Monthly Payment includes a Balloon, the Balloon will not be reduced until your remaining Monthly Payments have been reduced to zero.

**Acknowledgement**

By signing this agreement you confirm that the Vehicle you have chosen is fully and accurately described and if the Vehicle is new, the specification and manufacturer’s standard features shall be those ruling at delivery.



**Important – Use of Your Information**

You have a right to know how we will use your personal information. It is important that you read the ‘use of information’ notice on page 5 before you sign.

We may telephone, email or write to you about products or services of ours or others which may be of interest to you. We may pass details about you and the conduct of your account with us to other companies within our group or selected third parties who may telephone, email or write to you about their products or services. You have a right at any time to stop us from contacting you or giving your details to others for these purposes. You may write to our Customer Servicing Department at Paragon Motor Finance, 51 Homer Road, Solihull, West Midlands, B91 3QJ and/or register your telephone number under the Telephone Preference Service by calling 0845 070 0707 and/or register your address with the Mailing Preference Service on www.mpsonline.org.uk or by calling 0845 703 4599.

**Statement of High Net Worth Debtor or Hirer (Section 16A (1)(b) Consumer Credit Act 1974)**

I confirm that I have received a copy of the statement of high net worth made in relation to me for the purposes of articles 60H and 60Q of the Financial Services and Markets Act 2000 (Regulated Activities Order) 2001.

I understand that by making this declaration I will not have the benefit of protection and remedies that would be available to me under the Consumer Credit Act 1974 if this agreement were a regulated agreement under that Act.

I understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the creditor and debtor is unfair to the debtor.

Print name of Customer <input type="text"/>	Print name of Customer <input type="text"/>
Signature of Customer* <input type="text"/>	Signature of Customer* <input type="text"/>
Date of Signature <input type="text"/>	Date of Signature <input type="text"/>

**\* Declaration to be signed only if applicable**

**Declaration for exemption relating to business (articles 60C and 60Q of the Financial Services and Markets Act 2000 (Regulated Authorities) Order 2001)**

I am/We are\* entering into this agreement wholly or predominantly for the purposes of a business carried on by me/us\* or intended to be carried on by me/us\*.

I/We\* understand that I/we\* will not have the benefit of the protection and remedies that would be available to me/us\* under the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

I/We\* understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.

I am/We are\* aware that, if I am/we are\* in any doubt as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 I/we should seek independent legal advice.

\*Delete as appropriate.

Signature of Customer* <input type="text"/>	Signature of Customer* <input type="text"/>
Date of Signature <input type="text"/>	Date of Signature <input type="text"/>

**\*\* Declaration to be signed only if applicable**

**Customer Declaration**

Before you sign, it is important that you read and understand the information contained in this agreement. Please contact us if there is a term which you do not understand.

1. I confirm that this agreement was fully completed when presented to me for signature (save for the signature of Paragon Bank PLC).
2. I confirm that all the details above and the information supplied in the application are accurate and true, and that I am aware it is a criminal offence to forge a signature.
3. I understand that in considering whether or not to enter into this agreement with me, Paragon Bank PLC will have relied upon the truth of the information I have supplied.

Prior to signing this agreement I was made aware of:

4. How much I will have to pay periodically and in total under the agreement.
5. The principal consequences arising from a failure to make payments under the agreement.

Any questions I had in relation to the product or the finance agreement were answered to my satisfaction and I was aware that I could contact you for any further information I required.

Sign this agreement only if you want to be legally bound by its terms.

Signature of Customer* <input type="text"/>	Signature of Customer* <input type="text"/>
Date of Signature <input type="text"/>	Date of Signature <input type="text"/>

**The Goods will not become your property until you have made all the payments. You must not sell them before then. To forge a signature makes you liable to criminal prosecution.**

Print name for and on behalf of Paragon Bank PLC

Signature for and on behalf of Paragon Bank PLC

Date (which is the Agreement Date)

## Terms and Conditions

### 1. THE HIRE OF THE VEHICLE AND PAYMENTS

- 1.1 This agreement becomes binding only when we accept it by signing on page 3 (The date we sign it is the Agreement Date set out on page 3).
- 1.2 You agree to:
  - a) hire the vehicle shown on page 2 (the "Vehicle"); and
  - b) make the payments shown on page 2 in full when due and without being asked.
- 1.3 You will make all Monthly Payments by direct debit.

### 2. DELIVERY AND START OF PAYMENTS

- 2.1 You have selected the Vehicle and you will inspect it on delivery. If it is not satisfactory you will tell us of any defect immediately.
- 2.2 We need not deliver the Vehicle until we are satisfied it is properly insured under condition 5.1

### 3. OWNERSHIP OF THE VEHICLE

You will have an option to purchase the Vehicle by paying the Option to Purchase Fee set out on page 2. You can only do this if you have made all the Monthly Payments and owe no other money to us under this Agreement. The word 'Vehicle' includes accessories and any renewals or replacements of component parts made whilst this agreement continues.

### 4. CARE OF THE VEHICLE

- 4.1 You will be responsible for any loss or damage to the Vehicle even if it is not your fault. You will take care of it and keep it in good condition. You will carry out any repairs and replace parts when necessary and make sure it is roadworthy, and is serviced and maintained in accordance with the manufacturer's recommendations.
- 4.2 You may not use or permit the Vehicle to be used for any purpose for which it was not designed or in contravention of any applicable law and in particular for the purpose of racing, pace making, rallies, reliability trials, speed testing, for private hire, for daily rental, as a courtesy car or for driving tuition.
- 4.3 You will tell us immediately if you change your address. You can only move the Vehicle from the United Kingdom if cover similar to that required under condition 5.1 is put in place and kept in place whilst it is abroad.
- 4.4 You will pay on time all licence fees, charges, taxes and other sums due relating to the Vehicle or its use (in particular you will pay any fines and court costs for parking, traffic or other legal violations assessed against the Vehicle). If we ask, you will tell us where the vehicle is and you will let us inspect it at any reasonable time.
- 4.5 You will not use or let anyone use the vehicle illegally. You will not let anyone impound or obtain any rights over the Vehicle or let anyone take or threaten to take it to pay any debt that you owe. You will keep the Vehicle in your possession and under your control and will not sell, assign, sub-hire, charge, transfer, mortgage, lend, pledge, create a lien over or give the Vehicle to anyone. The Vehicle must be for your own personal use.
- 4.6 You must not remove any name plate or identification mark on the Vehicle nor change its registration number, without our consent.
- 4.7 You must not make any alterations or modifications to the Vehicle without first having obtained our prior written consent.
- 4.8 Except in the case of a total loss under condition 5.3 or where you have paid the Option to Purchase Fee, you are responsible for returning the Vehicle to us at such premises as we designate, in good order and condition (allowing for fair wear and tear) as soon as this agreement has ended. We may charge an inspection fee on return of the vehicle.
- 4.9 Without limiting our rights under condition 6, you must pay when asked;
  - a) any costs or expenses incurred by us (or our estimate of them) in putting the Vehicle into good order and condition (allowing for fair wear and tear) after it has been returned or recovered by us; and
  - b) our estimate of the reduction in the value for the Vehicle as a result of you not servicing or maintaining it in accordance with the manufacturer's recommendations.

### 5. INSURANCE AND TOTAL LOSS

- 5.1 From the Agreement Date you will insure the Vehicle on a full comprehensive basis for at least its day-to-day replacement value and against claims for injury loss or damage caused by the Vehicle or its use. We need not deliver the Vehicle until we are satisfied it is properly insured.
- 5.2 You will pay all insurance premiums on time. You will show us proof of insurance and payments of premiums on request. If the Vehicle is damaged and can be repaired you will use all the insurance money paid to you to repair it. You must continue to pay the Monthly Payments even if the Vehicle is out of commission or unavailable to you.
- 5.3 If the Vehicle is a total loss because it is lost, stolen, destroyed or damaged so badly that the insurer decides it is not worth repairing:
  - a) The following amounts will become immediately due and payable:
    - i) any unpaid payments and other sums that you should have paid under the agreement before the date of the total loss
    - ii) the amount payable to us under the agreement less:
      - any Monthly Payments you have already made; and
      - on payment, any rebate of the charges set out on page 2 to which you would have been entitled if you had exercised your right to repay early;
  - b) you must write and tell us immediately and must arrange for prompt payment of the insurance money to us and, if we ask you to, you will transfer to us all of your rights under the insurance policy;
  - c) if we receive the insurance money within one month of the date of the total loss, we will set it off against the sums due under (a) above and if the insurance money exceeds those sums we will refund the difference to you;
  - d) if within one month of the date of total loss we do not receive the insurance money or the money received is insufficient to cover the sums due under (a) above, we may enforce our rights to the sums due.
- 5.4 You give us the right (which you cannot take away) to make, take over or settle any insurance claim in respect of the Vehicle on your behalf.

### 6. EXCLUSION OF LIABILITY

- 6.1 Except as mentioned in 6.2 below, since the Vehicle has been chosen by you and has not been inspected by us, we do not make or give 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 purpose or any particular purpose. All such representation and undertakings are specifically excluded.
- 6.2 If in making this agreement you deal as a consumer or if in Scotland this agreement is a consumer contract (within the meaning of Sections 12 and 25 of the Unfair Contract Terms Act 1977) but not otherwise, the Vehicle is let or sold to you with the benefit of the undertakings about title, correspondence with description, fitness for purpose and satisfactory quality implied by the Supply of Goods (Implied Terms) Act 1973 and nothing in this clause will affect your statutory rights as a consumer.

### 7. OUR RIGHTS TO END THE AGREEMENT

- 7.1 We may treat this agreement as repudiated by you (that is you no longer wish to be bound by it) and end it after giving you written notice if:
  - a) you fail to make any payment on the date due;
  - b) you fail in any other way to keep your side of the agreement;
  - c) you abandon the Vehicle;
  - d) you fail to insure or tax the Vehicle;
  - e) any information you have given us in relation to this agreement is false or misleading;
  - f) you are in a partnership, and the partnership is for any reason dissolved;
  - g) we have reasonable grounds for believing that our interest in the Vehicle is at risk.
- 7.2 This agreement will end automatically if you become bankrupt or insolvent or make any general arrangement with your creditors, someone serves a statutory demand on you, someone takes the Vehicle or any other goods in your possession because you owe them money or the vehicle is impounded by an appropriate authority.
- 7.3 If we end this agreement or it ends automatically you will no longer have any right to keep the Vehicle and subject to any rights given by law, we may take back the Vehicle and recover the amounts set out in condition 8.

## 8. WHAT YOU MUST PAY IF THE AGREEMENT ENDS

If we end this agreement or it ends automatically then you must pay us:

- a) any arrears of Monthly Payments and other sums which have fallen due but are unpaid (including interest);
- b) our costs of repairing the Vehicle and restoring it to good condition consistent with the performance of your obligations under this agreement;
- c) by way of compensation for loss and/or damages for breach of the agreement, the amount payable to us at (F) on page 2 less:
  - i) the Monthly Payments you have paid;
  - ii) any Option to Purchase Fee;
  - iii) if we have repossessed and sold the Vehicle, an amount equal to the net sale proceeds after deduction of the costs of repossession, storage and sale (or if we have repossessed the Vehicle but not sold it within three months of repossession, an amount equal to its trade value at the end of such three months' period as set out in the most recent CAP Guide or similar guide used by the motor trade for calculating the trade value of used motor vehicles);
- d) any reasonable costs and expenses as set out in this agreement on an indemnity basis.

## 9. COSTS AND EXPENSES

If you fail to comply with any provision of this agreement or any of the events in condition 7.1 or 7.2 occur, we shall be entitled to recover from you our reasonable costs and expenses (including legal costs and expenses) for taking steps (including court action) to obtain payment of any amount you owe, recover the Vehicle or perform any of your obligations under this agreement.

## 10. DEALING WITH THIS AGREEMENT

We may transfer, assign or charge to any other person this agreement or any or all of our rights under this Agreement or our duties. You will be informed of any such transfer as soon as reasonably practicable unless there are no changes to the way in which your account will be serviced. Your legal rights will not be affected and your obligations will not be increased as a result.

## 11. GENERAL

- 11.1 You confirm that the information provided by you and which we used to decide whether to offer you credit is true and accurate.
- 11.2 If you fall behind with your Monthly Payments or owe other money to us under this agreement, we may charge interest on the amount unpaid from the date it is due to the date it is paid (including after we have obtained a judgment against you). The interest will be charged at the interest rate on page 2 and will be compounded each month (this means that each month interest accrued in that month will be added to the amount you owe and itself carry interest). You must pay this interest when asked.
- 11.3 If you are more than one person, the liability of each of you is joint and several. This means that each person signing will be fully responsible for making the payments required by this agreement. If you are a firm all partners, present and future, will be jointly and severally liable.
- 11.4 If we allow you time to make a Monthly Payment or to do any other thing you are required to do under this agreement, it will not affect our strict legal rights under this agreement.
- 11.5 If you fail to do what is required by you under this agreement, we may undertake it ourselves or put right your failure. You must pay our expenses and costs in performing your duties and putting right your failure (See condition 9).
- 11.6 We may pay commission to the supplying dealer shown on page 1 or other intermediary who introduced you to us.
- 11.7 We may but are not obliged to monitor and/or record our telephone conversations with you for use in staff training, to improve our standards of service and as a record of the call.
- 11.8 All terms agreed between us (except terms included by law) are set out in this agreement.
- 11.9 You may not assign this agreement. This means you may not transfer all or some of your rights or obligations that go with this agreement to another person.

## 12. COMPLAINTS AND NOTICES

- 12.1 If you wish to make a complaint, in the first instance, please either speak or write to the person or department that has given you the service you would like to complain about. We try to resolve the complaint straight away. If we cannot, we will tell you how long it will be before we can give you an answer. If you are unhappy with the response you receive, please refer to 12.2 below.
- 12.2 Please contact us by calling 0345 149 7773 (lines are open from 8.30am-5pm Monday to Friday, closed at weekends and bank holidays). We will take the details of your complaint and pass it to the right person, who will contact you within two working days.

If you would like to put your complaint in writing, please address it to: Customer Relations Manager, Paragon Motor Finance, 51 Homer Road, Solihull, West Midlands, B91 3QJ. We will always deal with your complaint as quickly as we can and we aim to resolve it within five working days. However, in some cases it may take us a little longer. Where we cannot resolve your complaint immediately, we will send a written acknowledgement within five working days and we will undertake a full investigation to enable us to make an informed assessment of your complaint. We will send you a final response within eight weeks. Throughout the eight week investigation or until a final response is issued, we will keep you informed of our progress and we may contact you to ask you to provide further information regarding the issues you have raised. If at this stage you are not happy with the progress we have made you have the right (unless you are a limited liability company or partnership or enter into this agreement in the course of your business when you may have the right) to refer your complaint to The Financial Ombudsman Service. They can help resolve disputes between financial institutions and their customers. They are entirely independent and the service is free of charge to consumers. Ask us for a leaflet, or contact the Financial Ombudsman Service for details at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, telephone: 0800 0234 567 or email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- 12.3 If you wish to send any notice or request to us under any statute or otherwise, you may contact Customer Relations Manager, Paragon Motor Finance, 51 Homer Road, Solihull, West Midlands, B91 3QJ.

## Use of information

In considering your application we will search your personal and, where applicable, business record at one or more Credit Reference Agencies. They will add to your records details of our search and your application and this will be seen by other organisations that make searches. Information held about you by the Credit Reference Agencies may already be linked to records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any "associated" records. If you are a joint applicant, or if you have told us of some other financial association with another person, you must be sure that you are entitled to:

- disclose information about your joint applicant and anyone referred to by you;
- authorise us to search, link or record information at Credit Reference Agencies about you and anyone referred to by you.

An "association" between joint applicants, and between you and anyone you tell us is your financial partner, will be created at Credit Reference Agencies. This will link your financial records, each of which will be taken into account in all future applications by either, or both, of you. This will continue until one of you successfully files a disassociation at the Credit Reference Agencies.

We will/may use a credit scoring or other automated decision making system when assessing your application.

We will also add to your personal and where applicable, business record with one or more of the Credit Reference Agencies details of your agreement with us, the payment you make under it, any default or failure to keep to its terms and any change of address you fail to tell us about where a payment is overdue. These records will be shared with other organisations and used by us and them to trace debtors, recover debt, and to manage your accounts or insurance policies.

We may also make periodic searches at Credit Reference Agencies and Fraud Prevention Agencies to manage your account with us.

If you are a director, we will seek confirmation, from Credit Reference Agencies, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

Information on applications will be sent to Credit Reference Agencies and will be recorded by them including information on your business and its proprietors and Credit Reference Agencies may create a record of the name and address of your business and its proprietors if there is not one already.

It is important that you give us accurate information. We will check your details with Fraud Prevention Agencies and if you give us false or inaccurate information and fraud is identified, details will be passed to Fraud Prevention Agencies. You may also be liable to criminal prosecution.

Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by Fraud Prevention Agencies. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

For these purposes they, or we, may make further searches. These searches may be added to your record and shared with others.

If we are unable to accept your application, we will/may pass it onto other members of our group or selected third parties, who may also search your records at Credit Reference Agencies. The record of these searches will also be kept and seen by other organisations that make searches. The other group members or selected third parties to whom we pass your application may also use automated systems and carry out the checks referred to above.

We, the Credit Reference Agencies and the Fraud Prevention Agencies will also use the records for statistical analysis about credit, insurance and fraud. We may also use information about you to carry out market research.

In addition, we may disclose details held on our records about you, this agreement, or the conduct of your account with us to:

- any actual or prospective insurer under this agreement who may use them to help decide whether or not to offer cover, in fraud prevention and processing claims;
- any actual or prospective purchaser of this agreement who will use them for statistical analysis.

### Right of access to your personal data

Please telephone us on 0800 375 720 if you want to have details of those Credit Reference and Fraud Prevention Agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

### Important – use of your information

1. You have a right to know how we will use your personal information. It is important that you should read the use of information notices above before you apply.
2. We may email, telephone or write to you about products or services of ours, or others, which may be of interest to you. We will disclose personal details (1) to any proposed guarantor of the finance agreement, to our insurers, auditors, professional advisers, sub-contractors or any person providing a service to us who have agreed to treat your personal details as confidential, (2) if required to do so by law or any regulatory body relevant to our business, (3) as envisaged by this application form or (4) otherwise with your consent.

### Marketing preference

We may pass details about you and the conduct of your account with us to other companies within our group, or selected third parties, who may email, telephone or write to you about their products or services. You have the right at any time to stop us from contacting you or giving your details to others for these purposes.

You may write to our Customer Services department at 51 Homer Road, Solihull, West Midlands B91 3QJ and/or register your telephone number under the Telephone Preference Service.

All applicants/guarantors to the loan are required to sign the agreement. To forge a signature makes you liable to criminal prosecution.