



Consumer Hire Purchase - Terms and Conditions

1. Duration

The hiring shall start on the date specified in the Agreement and shall continue until finished as specified in this Agreement.

2. Rentals

The Hirer shall on time and without prior demand pay the several instalments as set out in the Schedule on the dates specified in this Agreement and time of payment shall be of the essence of this Agreement.

For the avoidance of doubt where a payment is made and is refunded, such a refund means that payment has not been made on the due date.

3. Repayment

The Hirer will repay the amount financed by the Owner to the Hirer in accordance with the terms and conditions of this credit agreement. Such repayments shall be in euro.

The Hirer authorises the Owner with the right (without notice to Hirer) to debit any account (whether current or otherwise) held with the Owner by the Hirer with such instalments or monies due under this Agreement on the dates on which such instalments or monies are due and to use such amounts towards the payment of instalments and monies due under this Agreement.

4. APR – How it is worked out

a) The Owner has worked out the annual percentage rate ("APR") of interest and shown it in the Financial Details section of this Agreement. The APR is an indication of the total cost to the Hirer of the amount financed, expressed as an annual percentage. The Owner has worked it out by assuming:

- i) the frequency and start date of the instalment payments will be as set out in the Financial Details section of this Agreement;
- ii) this Agreement will not end early; and
- iii) the Hirer will make all instalment payments in full and on time and meet its other obligations to the Owner.

5. Purchase instalment

- a) If and when:
 - i) the Hirer decides to pay the Purchase Instalment; and
 - ii) all instalments and other monies payable by the Hirer to the Owner under this Agreement shall have been duly paid and provided that the Hirer shall not have committed any breach of the terms and conditions of this Agreement and paid the Purchase Instalment, then title to the Goods will pass to the Hirer, but until that time the Goods shall remain the Owner's sole property even though that the Hirer is in possession of the Goods.
- b) In the event that Hirer pays the Purchase Instalment and all other amounts under this Agreement and because of the exercise of its legal rights is repaid or refunded the Purchase Instalment and/or such all other amounts the ownership of the Goods will immediately go back to the Owner.
- c) If this happens the Hirer must immediately:
 - i) If the Goods are not already handed back, hand back the Goods to the Owner by delivering the Goods to the Owner's agent (who will normally be the dealer from whom the Hirer got the Goods when this Agreement was signed); and

- ii) pay all other amounts under this Agreement other than the Purchase Instalment In all cases where within 2 days of the repayment or refund due to the use of its legal rights the Hirer has not handed back the Goods the Hirer will become immediately liable to pay the Purchase Instalment in addition to such all other amounts that the Hirer is liable to pay to the Owner.

6. Other covenants by hirer

- a) The Hirer shall:
 - i) Subject to any rights and obligations that the Owner and Hirer may have under sections 73A to 73X inclusive, 74, 75, 76 or 77 of the Consumer Credit Act 1995 keep the Goods in good repair and condition and make good the loss of all damage to the Goods whether caused by his own act, default, neglect or otherwise provided that the obligation by the Hirer to keep the Goods in good repair and condition and/or make good the loss of all damage to the Goods does not apply where there is a statutory obligation on the Owner under the Consumer Credit Act 1995 to bring the Goods into conformity with terms of this Agreement. "Good repair and condition" shall include but shall not be limited to (a) the bodywork being well maintained and repaired (b) the upholstery, carpets and the interior being well maintained (c) no breakage or damage to any glass (d) the engine, mechanical and electrical parts being in good working order and maintained and serviced in accordance with the manufacturer's recommendations;
 - ii) Keep the goods at all times in his possession and control and not take, send use, cause or permit the Goods to be taken, sent or used out of the Republic of Ireland without prior written consent of the Owner;
 - iii) In the event of the Goods being damaged, lost, destroyed or stolen, immediately notify the Owner about this fact in writing;
 - iv) Immediately notify the Owner in writing of any change of the Hirer's address;
 - v) Keep the Goods free from distress, execution or other legal process and pay on time or cause to be paid on time, all rent, rates, taxes and other outgoings payable in respect of the premises where the Goods may be, and produce to the Owner on demand the receipts for the last payments made in respect of any of these payments;
 - vi) Permit the Owner and his authorised agent at all reasonable times to inspect the Goods and for such purpose to enter upon the premises where the Goods may be;
 - vii) Pay on time all licence duties, registration charges, taxes, insurance premiums and other charges and outgoings payable in respect of the Goods and/or the use of the goods and produce the receipts for such payments to the Owner and/or his authorised agent on demand in writing;
 - viii) Within 10 days of receipt of a request in writing from the Owner inform the Owner where the Goods are at the time the information is given or, if sent by post, at the time of posting.

- b) The Hirer shall not during the continuance of the hiring:
- i) Do anything or allow anything to be done which is likely to or may affect the Owner's rights or property in the Goods;
 - ii) Abandon, assign, charge, mortgage, pledge, part with possession of, (save for any parting of possession in the ordinary course of usage by the Hirer of a temporary nature where the Hirer retains full control and ability to regain possession), sell, sub-hire or otherwise deal in the Goods or any licences, registration books, other documents relating to the Goods or any interest in the Goods, or in this Agreement or the Purchase Instalment stated in this Agreement or allow any lien be created on the Goods or the above mentioned licences, registration books, or document, whether for repair charges, expenses, storage or otherwise;
 - iii) Use or allow the Goods to be used for any unlawful purpose or in contravention of any statute or regulations for the time being in force or otherwise contrary to law or drive or allow the Goods to be driven in a negligent manner or in breach of the Road Traffic Acts or any Bye-laws or Regulations made under the Road Traffic Acts;
 - iv) Remove, alter or change any identification marks, name-plate, trade mark or name on the Goods or any part of the goods, or destroy, damage or alter any registration book, licence or other document relating to the said Goods.

7. Insurance

The Hirer shall maintain insurance in respect of the goods where required by law. As the Hirer is liable to the Owner for any loss or damage arising out of his liability to take reasonable care of the goods he is strongly recommended to keep the goods comprehensively insured against all risks for their full replacement value. Should the Owner request at any time in writing after the date of this Agreement, the Hirer shall request its insurer to include an endorsement of the interest of the Owner in the Goods on any insurance policy relating to the Goods (including any other such specific terms of endorsement as the Owner may reasonably request).

8. Termination by owner

- a) Should the Hirer fail to comply with any of the terms of this Agreement or if any information provided by the Hirer in connection with this Agreement is materially incorrect, or if it happens that the Hirer did not tell the Owner something relevant or important to the subject matter of this Agreement, the Owner is entitled to terminate this Agreement after giving notice to the Hirer. Before termination the Owner shall give a notice on the Hirer telling the Hirer of the action the Owner proposes to take. If the Hirer does not remedy the breach of Agreement detailed in the notice or pay such sum as is stated to be compensation for the breach within 21 days of the date of service of the notice to the Hirer, the Owner shall then enforce its rights against the Hirer.
- b) On termination of this Agreement by the Owner the Hirer will no longer be in possession of the Goods with the Owner's consent and will be liable to pay to the Owner:
 - i) all instalments due to the date of termination;
 - ii) such sum as will bring the total of the sums paid and sums due under (i) above to one-half of the Hire Purchase Price;
 - iii) Damages for any failure to take reasonable care of the goods.
- c) Should the Owner become entitled, under to the provisions of this Agreement or otherwise, to recover possession of the Goods and should the Goods not immediately be surrendered by the Hirer to the Owner, the Hirer grants the Owner, their servants and agents, full permission, leave and licence, without previous notice, to enter upon any premises owned or occupied by the Hirer or of which he appears to be the owner or occupier or tenant (other than a house used as a dwelling or a building within the curtilage thereof) for the purpose of taking possession

of the Goods, and the Hirer expressly agrees that the Owner, their servants or agents shall not incur any liability to the Hirer or any person claiming through them for or in respect of such entry.

9. General

- a) No relaxation, forbearance, concession or delay by the Owner in enforcing any of the terms or conditions of this Agreement or the granting of time by the Owner to the Hirer, shall prejudice, affect or restrict the rights and powers of the Owner under this Agreement. In addition no waiver by the Owner or any breach hereof operate as a waiver of any subsequent or any continuing breach of this Agreement;
- b) Any notice, letter or document permitted or required to be given to the Hirer under this Agreement shall be deemed to have been validly given if served on the Hirer personally or sent to him by prepaid ordinary post or left at the address of the Hirer stated in this Agreement or at the last address which shall have been notified in writing to the Owner, and any such notice, letter or document sent by post shall be conclusively deemed to have been received by the Hirer within 48 hours after the time of posting;
- c) The liability of two or more Hirers signing this Agreement as Hirers shall be joint and several;
- d) This Agreement and any dispute or claim in relation to it or its formation, performance, termination or subject matter (including non-contractual disputes or claims) shall in all respects be governed by, interpreted and determined in accordance with the laws of Ireland;
- e) Each party agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement and/or its subject matter and/or its formation;
- f) Credit scoring and other automated decision-making systems may be used;
- g) Third party charges arise where a customer requires services that are not directly available from the Owner or where the Owner incurs outlay or costs directly arising from the provision of services to specific customers.
- h) Third party charges are charged as they arise on an ongoing basis and are generally outside the control of the Owner, but they would include, collection costs on default cases and recovery of outlay in respect of legal fees, searches, stamp duties etc.
- i) The Hirer agrees to supply all necessary identification data to satisfy the requirements of the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 and 2013 (as amended) or similar identification procedures under all applicable laws and regulations;
- j) Each of the clauses, sections and sub-sections of this Agreement is severable and distinct from the others. If any part of this Agreement is or becomes illegal, invalid or unenforceable, the rest of it will not be affected;
- k) This Agreement may be signed by the Owner and the Hirer on separate counterparts and if so signed, will be as effective as if all signatures on the counterparts were on a single copy of this Agreement;
- l) In this Agreement, headings are for convenience only and shall not affect the interpretation of this Agreement. As the context admits or requires, a reference in this Agreement to the singular includes the plural, to the plural includes the singular and to any gender includes all genders (or no gender if the relevant person referred to is of no gender) and references to any legislation includes references to that legislation as amended or re-enacted from time to time and, unless otherwise stated references to clauses are references to clauses in this Agreement;

m) Where the Owner gives an example of something in this Agreement, that does not limit the meaning of any term or condition of this Agreement.

10. Assignment

The Owner may at any time assign, charge, transfer, sell or otherwise deal with its interest in this Agreement without the Hirer's consent.

The Owner may give any information in relation to the Hirer and the Goods to any actual or proposed successor or assign.

11. Complaints and out of court settlements

The Owner is committed to providing excellent service at all times and hopes it does not give the Hirer grounds to complain. However, if the Hirer wishes to make a complaint it may do so in a number of ways. The Hirer can call or write to the Owner, avail of the Owner's online complaints form, and advise the Owner's branch teams. The Owner's website: www.bankofireland.com/help-centre/customer-complaints-process provides further details about these channels and the Owner's complaints process.

If the complaint is not resolved within five business days, the Owner will respond to the Hirer's complaint in writing. If the Owner holds an email address or mobile contact details for the Hirer, the Hirer agrees that the Owner may respond by email or another durable medium.

If the Hirer is not satisfied with the Owner's response the Hirer can refer the matter to the Financial Services Pensions Ombudsman by writing to them at:

The Financial Services and Pensions Ombudsman,

3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

The Hirer can find more information on how to access their resolution process by visiting their website at www.fspo.ie.

12. Supervisory authority

The Owner is regulated by the Central Bank of Ireland, Wapping Street, North Wall Quay, Dublin 1.

It is hereby declared that no statement contained in this Agreement or on the Goods or in any document relating to the Goods or on any container shall in any way prejudice the contractual rights which the Hirer enjoys by virtue of sections 73A to 73X, 74, 75, 76 or 77 of the Consumer Credit Act 1995.