

TERMS OF LENDING

1. Definitions

"We/us", means Hitachi Personal Finance.

"You", means the customer named on the front page of this agreement.

2. Loan

We will lend the Amount of Credit as set out on the front page of this agreement.

3. Payments

- a) You agree to pay the monthly payments shown in the agreement to us by Direct Debit or such other payment method as we may, in our discretion, allow.
- b) Any advance payment (deposit) must be paid by you to the Supplier before this agreement is made.
- c) You may make extra payments at any time. Payments by credit card will be subject to a charge of 2.5% of the amount of the payment. There is no charge for a debit card payment.

4. Early Settlement

- a) You can settle this agreement early at any time, in part or in full, by paying us some or all of the amounts you owe us. We will take account of any rebate to which you may be entitled under the Consumer Credit Act 1974. For the purpose of calculating the rebate, the settlement date will be taken to be 28 days after the date you tell us you want to settle (unless the duration of the agreement is longer than 12 months, in which case we may defer the settlement date by a further 30 days).
- b) If you wish to settle your agreement in part, please tell us. If we receive a payment which is more than your normal monthly payment, we will treat the surplus amount as a partial early settlement unless you tell us otherwise. Your monthly payments will remain the same but we will reduce your last payment and/or the duration of the agreement by adjusting the number of payments, depending on the amount you repay early.

5. Default

If you fail to pay any monthly payment on its due date, or if any information about you which you provide proves significantly incomplete or inaccurate, or if without our consent you cancel or do not complete a valid Direct Debit Instruction, then we shall be entitled, after the expiry of proper notice, to demand immediate payment of the unpaid balance of the total debt.

6. Supplier

You authorise us to pay the Amount of Credit to the Supplier as soon as the goods/services have been supplied or to inform the Supplier if we refuse to enter into this agreement.

7. Our Expenses

- a) You must pay our reasonable expenses and those of our agents (including legal costs) for taking steps, including a personal visit or court action, to recover any payment due under the agreement.
- b) We may vary the charges payable under this agreement by giving you reasonable notice to reflect any variation to the cost and expenses to us in carrying out these activities.

8. Information about you

- a) You must notify us in writing of any changes of address.
- b) You must pay us on demand the amount of any reasonable expenses or cost incurred as a result of any misleading or inaccurate information given in connection with this agreement or if you fail to notify us of any change of address and we have to trace your address.

9. Allocation of Payments

If any payment you make to us is insufficient to pay off the amount then due to us we will allocate such payment against the different types of transaction which make up the amount due to us in the following order:

- a) any arrears on your account.
- b) any additional expenses and charges due under clauses 3c), 7 or 8b) above.
- c) the monthly payment due on your account.

10. Relaxing the terms of the agreement

If we temporarily relax the terms of the agreement, for instance, by giving you more time to pay, we may at any time decide to enforce the terms more strictly again. Our rights under the agreement will not be affected as a result of any such concession.

11. Assignment

We may assign or transfer our rights under the agreement to an entity that is appropriately authorised. If we do so your rights under the agreement will not be altered by this assignment or transfer.

12. Date of agreement

The agreement will only become binding when it is signed by both you and on our behalf. It will be made on the date it has been signed by the second party to sign it.

13. Telephone Recording

Telephone calls may be recorded for security purposes and monitored under our quality control procedures.

14. Governing Law

Our relations with you are based on the law of the country in the United Kingdom where you are domiciled, being England, Wales, Scotland or Northern Ireland and disputes may be referred to the courts of that country.

USE OF YOUR INFORMATION

What we will do when you apply:

We will search your record at credit reference and fraud prevention agencies, which will include information about anyone with whom you have, or have had, joint personal financial arrangements such as joint accounts or have made joint credit applications (a "financial associate"). It may be your spouse or partner (not a business partner). We may also, in certain limited circumstances, if you are a director or partner in a small business check on your business.

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

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

What the credit reference agencies will do:

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

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

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

How we and others use the agency information:

Some information held by the credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:

- prevent fraud and money laundering, for example by checking details on:
 - applications for credit or credit related activity;
 - proposals and claims for all types of insurance;
 - job applicants and employees.
 - recover debts that you owe and trace your whereabouts;
 - manage credit accounts and other facilities;
 - verify your identity;
 - make decisions on credit, insurance and other facilities, about you, your financial associate(s), members of your household or your business; and
 - carry out statistical analysis to help with decisions about credit and account management.
- We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

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

We will add to your record with the credit reference agencies details of your agreement with us, the payments you make under it, any default or failure to keep its terms and any change of name or address. Account information given to credit reference agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.

Please write to the Head of Risk, Hitachi Personal Finance, 2 Apex View, Leeds, West Yorkshire LS11 9BH if you want details of those credit reference and fraud prevention agencies from which we obtain, and to which we pass, information about you. You have a legal right to these details.

Operating your Account

We may use your information (including details of how you conduct your account) to:

- (a) operate and manage your account, including resolving any complaints about products and services;
- (b) check details on other credit applications you make to us;
- (c) assess your suitability for similar product offers in the future;
- (d) form a view of you as an individual and develop and improve products that might interest you;
- (e) carry out market research.

We may share your information with organisations who act on our behalf, or who introduced you to us, for any of these purposes.

We may also use your information for any other reasonable, fair and lawful purpose notified to you from time to time.

If you have supplied an email address or mobile telephone number we may use these to provide you with information about your account.

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

Marketing

We may use your information to tell you about our products and services by letter, telephone, email or text message.

We may also use your information to tell you about the products and services of third parties which we think may interest you.

We may also pass your personal information to other companies in the Hitachi group, or the organisation which introduced you to us, who may use it to inform you by letter or telephone about their products and services.

If you do not wish to be contacted in this way please write to Customer Service Team, Hitachi Personal Finance, 2 Apex View, Leeds, LS11 9BH, e-mail us at hcnomarketing@hitachicapital.co.uk or amend your preferences at any time online by visiting my.hpf.co.uk.

Hitachi Personal Finance is a division of Hitachi Capital (UK) PLC. Authorised and regulated by the Financial Conduct Authority.
Registered Office: Hitachi Capital House, Thorpe Road, Staines-upon-Thames, TW18 3HP Registered in Cardiff No. 1630491.

This guarantee should be retained by the Payer.

THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Hitachi Capital will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Hitachi Capital to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Hitachi Capital or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when Hitachi Capital asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

