

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

The loan may be used for any purpose including to settle any existing indebtedness you have with us.

3. Payments

- 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.
- You may make extra payments at any time.

4. Early Settlement

- As well as any Early Repayment Option mentioned on the front page of this Agreement, 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).
- 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. Drawdown of the Loan

You authorise us to pay the Amount of Loan into your nominated account following receipt by us of the agreement signed by you. Alternatively, if, according to your instructions, some of the credit is being used to redeem an existing credit agreement with Hitachi, we will arrange for the relevant amount to be used to settle that loan and the balance remaining shall be paid to your nominated account.

7. Our Expenses

- 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.
- 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

- You must notify us in writing of any changes of address.
- 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:

- any arrears on your account.
- any additional expenses and charges due under clauses 3c), 7, or 8b) above.
- 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. The provision of the Amount of Credit is subject to your meeting our confirmatory security checks.

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

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found by visiting www.CIFAS.co.uk

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). Where you take services from us we may also make periodic searches at CRAs to manage your account with us. To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- Assess your creditworthiness and whether you can afford to take the product; Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

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

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

This is also accessible from each of the three CRAs:

Callcredit www.callcredit.co.uk

Equifax www.equifax.co.uk

Experian www.experian.co.uk

or you can obtain a copy of this information by asking the person who is responsible for supplying you with the goods financed under this agreement.

Hitachi Personal Finance is a trading style of Hitachi Capital (UK) PLC. Authorised and regulated by the Financial Conduct Authority. Financial Services Register no. 704348.
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.

