

CONSUMER PERSONAL CONTRACT PLAN (“PCP”) HIRE PURCHASE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1995

TERMS and CONDITIONS

Headings in this document are for ease of reference purposes only. Any reference in the Agreement to the singular shall include the plural and masculine shall include feminine and vice versa.

The consumer agreement (the Agreement) is between the Customer (The “hirer” as defined under the Consumer Credit act 1995) and Toyota Financial Services Limited (IRELAND) DAC of Lexus House, Killeen Road, Dublin 12, (being the “owner” as defined under the Consumer Credit Act 1995) who is regulated by the Central Bank of Ireland. The contract terms include the details set out in the Agreement, which terms includes, Name and Address of Customer, Name and address of Dealer/ Credit Intermediary, Key Financial Information, Description of Goods, The Repayments schedule, Default and Other Charges, Warning if the Customer does not meet the repayment obligations, Declaration before the Agreement is signed, the Right of Withdrawal, the Restriction of the owner to Recover the Vehicle, The Statutory Notice – the Customers Right to Terminate the Agreement, Use of Your Information, Statement of Suitability and SEPA mandate and where applicable, the End of Contract Options and the TFS PCP Wear & Tear and Mileage Policy Letter, terms and conditions,

DEFINITIONS:

“ PCP Hire Purchase Agreement means the agreement entered into between the Hirer and the Owner in relation to the Goods (“the Agreement”)”
Goods' means the Goods described in the agreement including any replacements, renewals or additions to the Goods which you or we may make. If we replace the Goods, this Agreement shall continue to apply to those new Goods and those shall then be considered Goods for the purposes of this Agreement. You may not replace the Goods without prejudice to our rights.
“Hire Purchase Price means the total sum payable over the life of the Hire Purchase Agreement in order to complete the purchase of the Goods.”
“Hirer means customer who enters into the Agreement with the Owner”
“Owner means Toyota Financial Services Ireland Designated Activity Company trading as Toyota Financial Services”
“Purchase Instalment means a fee to allow ownership of the Goods to pass to the Hirer.”

1. DURATION

The hiring shall commence on the date specified in the Agreement and shall continue until determined as therein and hereinafter provided.

2. WHAT YOU MUST PAY

Punctual payment is of the essence. Failure to pay on time (for any reason at all) will be a repudiation of the Agreement (meaning that you no longer intend to be bound by it). The Hirer shall pay interest at the rate of .75% per month. You must pay all fees, fines and other sums and meet all liabilities arising from your possession or use of the Goods. If you do not pay or do anything required of you, we may do it and charge you. Repayment will be in Euro.

3. GUARANTEED FUTURE VALUE

Guaranteed Future Value is one of the Key features of a PCP Agreement. This is the minimum future value of the Goods the subject of the Agreement, that is guaranteed by Toyota Financial Services to customers who return with the Goods to participating Toyota and Lexus retailers in Ireland subject to the terms and conditions of the

Agreement together with the terms and conditions of the Toyota Financial Services (TFS) TFS WEAR & TEAR AND MILEAGE POLICY being fully adhered to. The Guaranteed Future Value amount is also INCLUDED IN your OPTIONAL FINAL PAYMENT together with your OPTION TO PURCHASE FEE. To take ownership of the goods you are required to make all repayments, including the Optional Final Payment. Guaranteed Future Value is in Page 2 of the Agreement under END OF CONTRACT OPTIONS. Optional Final Payment is included in the repayment schedule under YOUR REPAYMENTS on page 1.

4. END OF CONTRACT OPTIONS – GUARANTEED FUTURE VALUE

END OF CONTRACT OPTIONS presents the customer with 3 options.

Option 1 – trade in the Goods: Subject to having complied with all the terms and conditions of this Agreement, you may trade in the Goods by paying the final repayment, the purchase fee and all other amounts due, if any, payable under this Agreement. Upon such payment you will become the owner of the Goods and may then trade the Goods in against other vehicles. In practice you may arrange for the dealer supplying the new vehicle to pay on your behalf the final repayment, the purchase fee and other sums due to us. Any additional allowance agreed by the dealer may be then used against the purchase price of the new vehicle.

Option 2 – purchase of the Goods: Subject to having complied with all the terms and conditions of this Agreement, you may purchase the Goods by paying the final repayment, the purchase fee and all other amounts due, if any, payable under this Agreement. Upon such payments you will become the owner of the Goods. You may also purchase the Goods through refinancing the Optional Final Payment, which is subject to terms and conditions.

Option 3 – hand back the Goods: You may hand back the Goods by giving us notice of such intention not less than 21 days prior to the payment of the final repayment (and by delivering the Goods to our agent, who will normally be the dealer from whom you obtained the Goods when this Agreement was signed) no later than the date on which the final repayment is due to be paid.

For each of Options 1 and 3, where you have exceeded the Permitted Maximum Mileage as set out in the END OF CONTRACT OPTIONS, you must also pay any Excess Mileage Charge due.

5. EXCESS MILEAGE

Another key feature of PCP is consideration to the amount of kilometres/ mileage that you will do in your car. This consideration is important in determining the suitability of PCP in meeting your needs, objectives and circumstances. The maximum permitted mileage can vary and accordingly this will influence the Guaranteed Future Value, and repayment amounts in your Agreement. See section 4 as in certain circumstances excess mileage charges may apply. Excess Mileage Charge Rates if the Permitted Maximum Kilometres is exceeded is charged at a Cents per kilometre + VAT. The Schedule of Goods on page 3 will set out the Permitted Maximum Kilometres and the Excess Mileage Charge Rate.

6. OWNERSHIP OF THE GOODS

We own the Goods, and you are renting them from us. Until you own the Goods you must not do anything which is inconsistent with our ownership of the Goods, including without limitation, make yourself out to be the owner, try to sell them, give them away, abandon them, let them become subject to a lien or use them as security

7. HOW YOU MAY BECOME THE OWNER OF THE GOODS

- a) If you have made all payments when due, at the end of the agreement you may buy the goods for the purchase fee, or if there

is no fee shown you will become the owner of the goods when all payments have been made. This will not apply if the agreement has been terminated

8. GENERAL

- a) If we relax any of the terms of this Agreement by delaying enforcement or otherwise, we can enforce them strictly again at any time and such delay or waiver shall not affect our rights under this Agreement.
- b) You must inform us in writing within seven days of a change of address, by contacting our Customer Care team and providing proof of your new address
- c) You must not assign this Agreement. We may do so.
- d) This Agreement is not to be secured on land.
- e) You agree that we may authorise another company to carry out any acts relating to this Agreement on our behalf and in its name.
- f) Only the printed terms and conditions of this Agreement shall apply. No manuscript amendments to this Agreement shall be valid unless agreed in writing by us.
- g) A person who is not a party to this agreement will not have any rights under or in connection with it.
- h) If the Agreement is signed for and on behalf of a partnership or more than one customer, you are each jointly and severally liable under the Agreement.
- i) You shall be liable to pay any taxes under this Agreement at the prevailing rate of tax as varied from time to time.
- j) You hereby acknowledge that you have received explanations of this Agreement and that you have asked any questions that you may have in relation to this Agreement. If you have not, you may wish to withdraw from this Agreement in accordance with the notices provided in this Agreement.
- k) If we owe (or you claim we owe) any money to you, you cannot not use any such amount to reduce or repay what you owe to us under this Agreement by way of setoff. In other words, any amounts you are required to pay us under this Agreement must be paid in full and without any deduction, reduction or set-off.
- l) Commission will be paid to the Dealer for arranging this Credit Agreement. The amount of commission paid is stated in your Agreement and does not impact the interest rate or cost of credit on your finance agreement. The amount of commission the Dealer will receive for arranging this Credit Agreement is a predetermined flat fee per Personal Contract Plan and is not linked to the amount of credit advanced.
- m) If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- n) Each party may execute this agreement by any form of electronic signature/ an electronic signature is conclusive evidence of a party's intention to be bound by this Agreement and has the same legal validity and enforceability as a wet ink signature for all purposes. If a Party retains a duly executed copy of the Agreement in permanent electronic format this constitutes an original of this Agreement and may be relied on as evidence of this Agreement.
- o) The Parties may execute this Agreement in any number of counterparts, including electronic counterparts. Each

counterpart constitutes an original executed counterpart, and all counterparts together constitute one document. This Agreement is not effective until each party has executed and delivered at least one counterpart.

- p) Delivery of an executed counterpart of this Agreement, whether executed by wet ink or electronic signature, constitutes effective delivery of this Agreement for all purposes. If a party electronically delivers a counterpart executed by wet ink signature, as soon as reasonably practicable after delivery of the counterpart, it shall provide the other party with the original page where it has applied a wet ink signature (but failure to do so shall not affect the validity, enforceability or binding effect of this Agreement).

9. INSURANCE AND CARE OF THE GOODS

Until you own the goods you must:

- a) Keep the goods insured in your name comprehensively against all risks and for the full replacement value. Tell the insurers that we are the owners and let us (if we wish) deal with the insurers on your behalf to agree settlement of any claim; and
- b) If the goods are stolen or become a total loss, request insurers to pay us all the insurance money then due, and you agree that this money is assigned to us to pay us any money you receive from the insurers. If the money you receive is less than the total of the repayments which have not been paid, then you will pay the difference to us on request less any rebate for early payment provided for under the consumer credit act 1995.
- c) Keep the goods under your control, in good condition and repair and serviced in line with the manufacturers' schedule at your own expense and you agree that any loss or damage to the goods other than wear or tear is your responsibility and;
- d) Not allow the goods to be taken outside the republic of Ireland without prior written consent. If consent is granted this will be on condition that your vehicle insurance providers cover includes any repatriation expenses for each country that you visit and;
- e) You must inform us of the whereabouts of the goods within 10 days of receipt of request and;
- f) You must not use or allow the goods to be used for any purpose (1) not permitted by the insurance relating to the goods (2) which the goods are not designed or reasonably suited (3) other than normal domestic purposes or such purposes notified to us when you enter into the agreement which could affect value of the goods (4) which is unlawful (5) would result in goods become seized, impounded or otherwise no longer in your possession

10. OUR RIGHT TO END THE AGREEMENT AND/OR TAKE BACK THE GOODS

We may terminate the agreement by written notice if any of the following occur ; you breach the agreement, you have given us or the supplier false information ; you present or have presented against you a petition for bankruptcy order or a scheme of arrangement or an application for a voluntary arrangement or are apparently insolvent ; the goods are seized by anyone having legal authority to do so ; you sell or attempt to sell the goods without authority

11. YOUR RIGHT TO END THE AGREEMENT BEFORE LAST PAYMENT IS DUE

Should you choose to terminate the agreement you must (a) return the goods (b) pay us one half of the total amount payable under the agreement, if you have not already done so.

You must also pay us (a) any excess mileage charge where there is a guaranteed future value assigned to the goods (b) any losses we have suffered if you have not taken reasonable care of the goods and (c) any arrears of payments which were due before ending the agreement. When returning the goods, you must return everything originally supplied with the goods, and any test certificates, the registration documents, servicing manual and keys (or pay the cost of replacement). The goods must be returned in good condition for their age and mileage.

If they are not, you must pay the cost to put them in that condition or (if we choose) the reduction in their value.

12. EARLY SETTLEMENT

If you wish to purchase the good early, you can do so by paying the difference between the amount already paid under the agreement and either the hire purchase price reduced in accordance with section 52 or 53 of the consumer credit act 1995 or such lesser amount if specified in the agreement

13. USE OF YOUR INFORMATION

Toyota Financial Services operates in accordance with European and Irish Data Protection law, including, in particular the rules set out in the Irish Data Protection Acts 1988 – 2018 and General Data Protection Regulation (GDPR). Information is securely gathered, stored and maintained so as we can as required by law, for the performance of entering and maintaining a credit contract with you and to meet the obligations placed on us. You enjoy a number of rights under data protection law. These include the right to access, and in some circumstances, to amend and delete your Personal Information. Subject to applicable law, you may have the right to (1) object to the use of your personal information (2) restrict our use of your information (3) receive your Personal Information in a usable electronic format and transmit it to third party. We shall request your consent to market our products and or share your Personal Information with our Business Partners (Group Companies and selected Dealers) and by a preferred method of choosing. Consent is freely given by you, and you can revoke consent given at any time or change the method by which we send marketing materials to you.

14. RIGHT OF WITHDRAWAL

You have the right to withdraw from this Agreement without penalty provided you give written notice to this effect to us within a period of 10 days of the date of receipt by you of a copy of this Agreement; or You may indicate that you do not wish to exercise this right by signing a waiver.

15. NOTICE OF YOUR CREDIT AND PAYMENT HISTORY

Under the Credit Reporting Act 2013, lenders are required to provide personal (also includes your PPSN) and credit information for credit applications and credit agreements of €500 and above, to the Central Credit Register. The Register is owned and maintained by the Central Bank of Ireland. Your information will be held on the Central Credit Register and may be used by us in the future and other lenders when making decisions on your credit applications and credit agreements. If you do not maintain your repayments and adhere to its terms and conditions, your ability to obtain credit may be impacted.

16. USEFUL CONTACTS

General Queries:

Toyota Financial Services Customer Care:

Email: customercare@ie.toyota-fs.com

Telephone: (01) 5685 665

Post: Customer Service Manager, Toyota Financial Services, Lexus House, Killeen Road, Dublin 12

Data Protection Queries:

Email: DPO@ie.toyota-fs.com

Telephone: (01) 5685 665

Post: DPO, Toyota Financial Services, Lexus House, Killeen Road, Dublin 12.

Complaints:

Toyota Financial Services Customer Care Team

Email: customercare@ie.toyota-fs.com

Telephone: (01) 5685 665

Post: Customer Service Manager, Toyota Financial Services, Lexus House, Killeen Road, Dublin 12.

Escalate Complaints: Data Protection

Data Protection Commission

Website: <https://www.dataprotection.ie>

Telephone: (057) 868 4800

Post: 21 Fitzwilliam Square South, Dublin 2,

Escalate Complaints:

The Financial Services and Pensions Ombudsman

Email: enquiries@financialombudsman.ie

Telephone: LoCall 1890 88 20 90 (01) 6620899

Post: 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

TFS PCP Wear & Tear and Mileage Policy

The Guaranteed Minimum Future Value (GMFV) is your Optional Final Payment including your option to purchase fee which must be paid in order to own the vehicle. It takes into account such things as the car you are buying, the length of contract, the condition of the car at the end of the contract and your annual mileage. The GMFV is set at the beginning of the contract based on Toyota Financial Services' estimate of the minimum future value of the car. Be aware that if you decide to hand the car back, while you generally don't have to pay us anything, you might end up having to pay additional charges if you have not met all the terms and conditions, for example, if you have exceeded any mileage restrictions agreed at the start of the contract or if there is excessive 'wear and tear' on the car (please read the Fair Wear and Tear guidelines below).

Fair Wear & Tear

When vehicles are returned, they will be checked for damage, excess wear & tear, missing items and correct service records. If you have not taken reasonable care of the vehicle, you will be responsible for additional charges, damage repair costs and excess wear costs. Our representative will assess the vehicle in line with the Vehicle Leasing Association of Ireland (VLA) fair wear and tear guide and any condition restrictions within your agreement e.g. mileage restrictions. A VLA fair wear and tear guide is used as the industry standard to judge reasonable condition and can be found at <http://www.vla.ie>. A condition report will be produced and any damage to the vehicle over and above the fair wear and tear may be charged to you. To ensure the assessment is undertaken to your satisfaction, we strongly recommend you are present during the vehicle inspection. You should not leave your vehicle with a third party, including vehicle dealerships, before the assessment has been completed and you have signed the inspection report. If you disagree with the inspection report, you must state your comments on the vehicle inspection report. Failure to sign the inspection report will not invalidate the inspection. In the event of a dispute, an Independent Assessor will be appointed by agreement, or if agreement cannot be reached within 21 days of the dispute arising, then either party may apply to the President for the time being of the Society of the Irish Motor Industry (SIMI) to appoint an Independent Assessor whose decision shall be final and binding on the parties. Please ensure you have removed all personal possessions from the vehicle as we will not accept liability for any items collected with the vehicle. Please ensure you fully understand the content of this letter, should you have queries please contact our Customer Care Team on telephone number 01 5685665 or via our email address
