

CONSUMER HIRE PERSONAL LEASE TERMS AND CONDITIONS

Volkswagen Financial Services Ireland (the “**Lessor**”) agree to hire to the Hirer, and the Hirer agrees to hire from the Lessor, the Vehicle described in the Customer Hire Personal Lease Agreement (the “**Agreement**”) for the duration of the agreed contract term (the “**contract term**”) shown in the Agreement on the following Terms. References to the Vehicle include all accessories and any new or replacement parts and/or additions in or on the Vehicle.

1. MAKING THIS AGREEMENT

1.1 Upon the accepted date and delivery of the vehicle ordered, as described in the Agreement, to the Hirer, this Agreement will be in effect and the Hirer will start hiring the Vehicle ordered.

1.2 Upon the accepted delivery of the vehicle described in the Agreement, a Delivery advice notice (DAN) will be signed by the Hirer, thereby effecting the terms and conditions of this Agreement, as per the Hirer’s signature of this Agreement.

1.3 This Agreement may be signed by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of the Lessor’s and Hirer’s intention to be bound by this Agreement as if signed by each of the Lessor’s and Hirer’s manuscript signature.

1.4 Upon termination of this Agreement, the Hirer agrees to return the contracted vehicle, as per the Agreement, to the nearest brand appropriate Volkswagen Group approved dealer.

2. PAYMENT

2.1 Upon delivery of the vehicle described in the Agreement, the Hirer must pay the Lessor the agreed advanced rental and any initial optional maintenance/services charges (if any) as outlined in the Agreement.

2.2 The Hirer must pay the rentals and optional maintenance/services charges (if any) outlined in the Agreement (including VAT as provided by **Clause 2.7** below) at the times stated. If the Hirer does not pay any rental or other payment by the time it is due, the Lessor can terminate this Agreement as stated in **Clause 6**.

2.3 In any month during the stated term of this Agreement, in which it is agreed between both parties that a payment holiday is required, then during the agreed period no rental or maintenance payment is payable by the Hirer (other than any amounts which are overdue and any maintenance charges, fees, charges, costs, expenses, compensation, additional payments and default interest that may be due).

2.4 If the Hirer does not pay any rental by the time it is due the Lessor will charge interest on the unpaid amount from the date it is due, until the date it is paid. The Lessor may re-present for payment up to 10 working days after the unpaid notification. The rate of interest charged will be at 2% per month.

2.5 The Lessor will charge the Hirer an administration fee of €12 for each unpaid direct debit and for each reminder letter, notice or demand the Lessor makes on the Hirer.

2.6 If the rate of VAT changes during the term of the contract as outlined in the Agreement, the rentals and any other payments which are subject to VAT, will be adjusted accordingly at the time of the VAT change.

2.7 If the vehicle manufacturer’s new list price for the Vehicle changes or there is a change in the V.A.T. rate, after the date of the signed order and prior to

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the delivery of the Vehicle, then the Lessor reserves the right to amend the Rentals referred to in this **Clause 2**. Any such changes to the Rentals will be agreed in advance with the Hirer and will require an amendment to this Agreement to be signed.

3. RESTRICTIONS RELATING TO THE VEHICLE

3.1 The Vehicle shall at all times remain the property of the Lessor and at no time shall title to the Vehicle pass to the Hirer. The Hirer must keep the Vehicle in the Hirer's possession and control and must not sell or otherwise dispose of the vehicle. The Hirer must immediately pay any amount needed to remove any lien (being right at law) or other right another person may have over the Vehicle. The Hirer must not use the Vehicle as security for a loan or other obligation.

3.2 The Hirer may not apply for or change the original registration number of the Vehicle

3.3 The Hirer must not allow the Vehicle to be taken outside of Ireland without permission from Volkswagen Financial Services IE.

3.4 The Hirer must not use the Vehicle, or allow it to be used, for racing, trials or rallying or for the carrying of goods or passengers for hire or reward.

3.5 The Hirer must pay all insurance premiums, fines and other payments associated with the Vehicle or arising out of or as a result of the seizure of the Vehicle by any statutory authorities as they fall due.

3.6 The Hirer must keep the Vehicle in good repair and condition. The Hirer will be responsible for any damage to or deterioration of the Vehicle (including repairs) except as described through the fair wear and tear guide available at: www.vwfs.ie or upon request

3.7 The Hirer must allow the Lessor to inspect the Vehicle upon request.

3.8 The Hirer must inform the Lessor at once of any change in address. If the Hirer does not, then the Hirer must pay the Lessor any expenses incurred in tracing the Hirer.

3.9 The Hirer must not make any addition or alteration to the Vehicle without the Lessors' written consent.

4. INSURING THE VEHICLE

4.1 While this Agreement is in force the Hirer must keep the Vehicle comprehensively insured, for its full value. The Hirer must give the Lessor details of the policy if the Lessor asks the Hirer to and the Hirer must tell the insurer that the Lessor owns the Vehicle.

4.2 The Hirer agrees that the Lessor may act as the Hirer's agent to negotiate, enforce and agree to any insurance claim for loss of or damage to the Vehicle. All amounts payable under the insurance policy which cover the vehicle referred to in the Agreement, are assigned by this Agreement, by the Hirer to the Lessor.

4.3 If the Vehicle is lost, damaged or destroyed, the Hirer must inform the Lessor of such an event within 10 working days.

4.4 If the Vehicle is lost, damaged or destroyed so as to become an actual, arranged or constructive total loss, the insurance pay-out including where applicable, a salvage value, must be paid to the lessor. In addition, the Hirer must pay the Lessor, when asked, such sum as will equal the amount calculated in accordance with **Clause 7.2**.

4.5 If for whatever reason, the Lessor does not receive the amount payable under the Hirer's insurance policy on a total loss claim, then the Hirer must

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pay the Lessor, when the Lessor asks, an amount equal to the market value of the vehicle, including the contract early termination calculation of the Vehicle as per **Clause 7.2**

4.6 If the hiring of the Vehicle is terminated, the Hirer's interest in the insurance relating to the Vehicle will pass to the Lessor and the Lessor will be entitled to the benefit of such insurance and any claims made in respect of the Vehicle up until the confirmed termination of Agreement.

5. EXCLUSIONS

5.1 Any dealer or manufacturer who is involved with this Agreement before or after it starts, is not the Lessors agent. The Lessor is not responsible for anything they say, do or fail to do unless the Lessor has given them written authority to act as the Lessors agent or are made responsible by law.

5.2 The Lessor and the Lessor's agents shall not be liable for any loss, cost or damage relating to loss or limitation of use of the Vehicle, nor for any loss of profit or any prosecution arising from:

- the supply of or failure to supply the products and services described in **Clause 8** (unless the Lessor is the cause of such failure pursuant to **Clause 8.1**).

6. LESSOR'S RIGHT TO TERMINATE

6.1 The Lessor may terminate this Agreement by giving the Hirer written notice if any of the following happens:

- 6.1.1 the Hirer fails to pay any rental, maintenance charge or other payment under this Agreement by the time it is due; or the Hirer has given the Lessor any untrue statement or false information which have been relied on in the application for this Agreement; or the Hirer takes any steps to sell the Vehicle; or the Vehicle is seized or detained upon or made subject to any court order; or the Hirer presents, or has presented against them, a petition for bankruptcy or for an administration order; or a receiver is appointed over the Hirer's assets; or enters into any arrangement with the Hirer's creditors to repay the Hirer's debts; or the Hirer fails to comprehensively insure the Vehicle or keep the Vehicle comprehensively insured as specified in **Clause 4**.

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6.2 If the Lessors are entitled to or have terminated the hiring, then the lessors may at any time, by notice in writing, terminate this Agreement.

6.3 Included with the vehicle return, **Sub-Clause 7.2** the early termination value, will be applied to the termination of this Agreement.

7. THE HIRER'S LIABILITY IN CONTRACT EARLY TERMINATION

7.1 The Hirer may terminate this Agreement at any time by notice in writing to the Lessor provided that:

- this notification shall not prejudice the Lessor's accrued or continuing rights or the Hirer's continuing obligations under this Agreement;
- The vehicle is returned to a brand appropriate Volkswagen

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Group approved dealer and a charge for the early termination calculated in accordance with **Sub-Clause 7.2** is paid by the Hirer to the Lessor on receipt of the Lessor's early termination charge, including any other related costs and (iii) the Hirer is not in default of any of its payment obligations or other obligations under this Agreement.

7.2 The early termination charge payable by the Hirer to the Lessor upon termination of the letting of any Vehicle pursuant to **Sub-Clause 7.1** shall be up to a maximum of 50% of the remaining Rentals as set out in this Agreement plus any excess distance price (per km) calculated in accordance with **Clause 9**.

7.3 For the avoidance of doubt, termination of the hiring of a Vehicle only takes effect once the requirements of **Clause 8** have been fully complied with in respect of the contracted vehicle.

8. MAINTENANCE

If the Hirer adheres to the terms of this Agreement, until the hiring period ends or the Lessor terminates the hiring, then the Lessor will provide the Motor Tax for the Vehicle (provided that if the cost of the motor tax goes up after the Agreement is made, the Hirer will pay the Lessor the amount of the increase).

8.1 If this Agreement is stated to include Service or Maintenance/Tyres: as per the Agreement, the Lessor will pay for those of the items listed below, which are specified as the options to apply to:

Service:

All works of service as per approved brand appropriate Volkswagen Group service schedules arising from proper use of the Vehicle and fair wear and tear, excluding maintenance, tyres, accident damage and negligence (for example excluding replacement of windscreens, headlight glass and broken aerials and repair of kerbing damage).

Maintenance:

All works of maintenance as per approved brand appropriate Volkswagen Group maintenance schedules arising from proper use of the Vehicle and fair wear and tear, excluding tyres, accident damage and negligence (for example excluding replacement of windscreens, headlight glass and broken aerials and repair of kerbing damage).

Replacement Tyres:

Replacement tyres needed, due to fair wear and tear only. (The Hirer must pay for replacement tyres where damage is due to other causes such as accident, negligence, kerbing or punctures).

8.2 If this Agreement is stated to exclude Service or The Lessor will not be responsible for any of the following costs:

8.2.1 the cost of any accident repair or repairs to the body work of the Vehicle unless it is covered by the manufacturer's paint and bodywork warranties.

8.2.2 the cost of replacing tyres damaged by the Hirer in a road accident or negligence, kerbing or punctures.

8.2.3 costs the Hirer incurs with anybody who is not an authorised brand appropriate Volkswagen Group dealer (unless the Lessor otherwise authorises them).

8.2.4 costs arising from frost or pollution damage.

8.2.5 costs arising from the Hirer's misuse or abuse of the Vehicle. 8.2.6 costs arising from the Hirer using fuel of the incorrect specification for the Vehicle or contaminated fuel.

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8.2.7 any costs arising from the use of the Vehicle outside of Ireland. 8.2.8 any costs directly or indirectly caused by the Hirer's failure to have the Vehicle serviced and maintained at the manufacturer's recommended fixed intervals or repaired when necessary.

8.2.9 any transportation costs, booking fees or other costs.

8.3 The Hirer agrees to:

8.3.1 make sure that the Vehicle is serviced and maintained strictly in line with the manufacturer's recommendations and that scheduled servicing and necessary maintenance is carried out.

8.3.2 follow the procedures set down by the Lessor for the use of any contracted additional third party services.

8.3.3 pay for all vehicle charging costs, fuel, ad-blue, oil, grease, antifreeze and other lubricants required between regular servicing and ensure that such items are kept at a satisfactory level

8.3.4 make sure that all accident damage repairs are carried out at paint and bodywork shops authorised by the Lessor

8.3.5 indemnify the Lessor against the consequences of anything the Hirer does which invalidates the manufacturer's warranties on the Vehicle.

8.4 The Hirer agrees to return the Vehicle to the Lessor, at the end of the hiring period, in good repair and condition as per the terms in the fair wear and tear guide available at www.vwfs.ie, or available upon request.

8.5 If the Hirer is in breach of **Clause 8.4**, the Lessor may have such work carried out as is reasonably necessary to restore the Vehicle to a state of good repair and condition and the Hirer shall indemnify the Lessor against and pay the Lessor when the Lessor asks for all related costs and expenses the Lessor has incurred or will incur in respect of that work. Where there is any dispute with regard to the third party inspection report for a Vehicle, the Hirer may, at their own expense, have an independent assessment of the evidence presented in the report carried out.

8.6 The Hirer shall, within 10 days of receipt of a request in writing from the Lessor, of the goods let to the Hirer under this Agreement, inform the Lessor where the goods are at the time when the information is given or, if it is sent by post, at the time of posting.

9. KILOMETRES (DISTANCE)

9.1 The Hirer needs to ensure that the Vehicle does not cover more than the maximum total kilometres contracted for.

9.2 At the end of the contract term, for each kilometre covered by the vehicle in excess of the maximum total kilometres contracted for, when the Lessor asks, the Hirer must pay the Lessor the calculated Excess Kilometre Charge, as outlined in the Agreement.

9.3 If the distance clock stops working during the contracted period, the Hirer must have it repaired. The Hirer must inform the Lessor the date when it stopped working, the recorded Kilometres at that date and the date when it was repaired. The Lessor will calculate the average Kilometres for the period during which the distance clock was not working based upon the recorded Kilometres.

9.4 If this Agreement terminates early, the Lessor will reduce the maximum total kilometres in the proportion, which the actual period of hire bears to the period of hire originally agreed. Any Excess Kilometres Charge will be calculated using the reduced maximum total kilometres.

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9.5 Where the Vehicle is a used vehicle, the Lessor will take into account the given distance clock reading at the start of this Agreement in assessing any Excess Kilometre Charges payable.

10. LATE RETURN OF THE VEHICLE

If the Hirer does not return the Vehicle promptly at the end of the hiring period or on the acceptance of any early termination of the hiring, the Hirer will pay the Lessor a sum equal to one extra full month rental amount as outlined in the Agreement. Then for each subsequent calendar month after the date on which the Hirer should have returned the Vehicle, a further full months rental amount as outlined in the Agreement shall be billed, up to and including the date on which the Hirer actually returns the Vehicle or the Lessor recovers it.

11. RELAXING THE TERMS OF THIS AGREEMENT

If the Lessor does not enforce, or the Lessor delays in enforcing, the Lessors rights under this Agreement (for example, the Lessors right to terminate it), this does not mean the Lessor has given up those rights and the Lessor may enforce them at a later date.

12. TRANSFERRING THIS AGREEMENT

The Hirer must not transfer this Agreement, or any rights or responsibilities under it, to any other person unless specifically requested by the Hirer to the Lessor and agreed by both parties in writing

13. COMMISSION

The Lessor may pay commission or other remuneration to a supplying dealer or other intermediary who introduces the Hirer to the Lessor.

14. COOLING OFF PERIOD

In the event of this Agreement being a distance contract for the supply of a financial service (as defined by the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004) The Hirer may, by notice in writing given to the Lessor within 14 days following the date of the Hirer's acceptance of the Agreement, elect to "cool-off", that is to say to terminate the Agreement without incurring any liability to the Lessor for unlawful termination. Any purported cooling-off notice given to the Lessor outside the cooling-off notice period, as applicable, will be ineffective.

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