

Lender: BMW Financial Services (GB) Limited trading as ALPHERA Financial Services ("**we**" or "**us**")
Address: Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB.

Company Name: Gracewell Staffing Limited ("**you**")
Company Number: 10979944
Address: Royal Mail House 22 Terminus Terrace SOUTHAMPTON SO14 3FD

Description of the Vehicle
Make: MERCEDES-BENZ
Model: GLC DIESEL COUPE GLC 300de 4Matic AMG Line Premium 5dr 9G-Tronic (2020 - 2023)
New/used: Used
Vin/chassis/frame no.: W1N2533112F919993
First registered in UK: 31/12/2020
Registration number: RJ70VTZ

Key Financial Information	
Cash Price of the Vehicle (inc. any VAT):	£31,999.00
Advance Payment:	£5,000.00
Amount of Credit:	£26,999.00
Total Charge for Credit:	£10,269.95
comprising interest:	£10,269.95
Total Amount Payable: (including your Advance Payment)	£42,268.95
Duration of Agreement:	49 Months
APR:	12.9%
Effective Interest rate (fixed):	12.9% per annum

Interest charges at the stated effective interest rate are calculated at the outset of the agreement on the amount of credit using the interest rate for the duration of the agreement. The interest charged is added to the amount of credit at the beginning of the agreement and the resulting sum is payable by the stated Repayments. For the purposes of calculating interest and the stated APR, we have assumed the credit is provided at the beginning of the agreement and that all the Repayments will then be made in accordance with the terms of this agreement.

The credit will be provided by us, and at the time of us, arranging payment to the supplying dealer for the Vehicle. The date on which we do so (or, if later, the date of the Vehicle's first registration with the DVLA), will be the Start Date of this agreement. We will notify the Start Date to you.

Your Repayments	
First Repayment:	£499.55
47 monthly Repayments:	£499.55
Optional Final Repayment:	£13,290.55

The First Repayment is payable 1 month after the Start Date of this agreement.
The subsequent monthly Repayments are payable on the same date in each consecutive month starting 1 month after the First Repayment.
The Optional Final Repayment is payable 1 month after the last monthly Repayment. If you decide not to purchase the Vehicle at the end of this agreement, the Optional Final Repayment will not be payable.

Other Charges:
We will charge:

- Other Charges:** (Continued)
- (a) if you break this agreement: any costs we reasonably incur enforcing our rights, including legal costs, court fees and all costs incurred in locating and communicating with you, recovering, storing, insuring and selling the Vehicle;
 - (b) if the Vehicle is returned to us but is not in good repair and condition, allowing for fair wear and tear (we use recognised industry standards to determine this), or there are items or documents missing, then you will have to pay either the cost of repair or replacement or, if we choose not to carry out a repair or replacement, the same charge(s) as compensation for our estimated reduction in the Vehicle's value. For many repairs and items we have a set charge which reflects the repair or replacement cost / our estimated reduction in the Vehicle's value. This includes any failure to have the Vehicle serviced in accordance with the manufacturer's recommendations, and if the Vehicle is returned with a service overdue, missed or performed late, in each case by more than 6 months, you will be charged our estimated reduction in the Vehicle's value. Further information on the current charges that may apply are available on our website and on request by contacting us at the address above or by email to customer.services@alpherafs.co.uk;
 - (c) if you do not return the V5 Certificate (in your name) then you will have to pay our estimate of the reduction in the Vehicle's value. This is currently £100;
 - (d) if you leave personal items in the Vehicle on its return, any delivery costs for returning them to you will be payable (see Clause 8 (c) (vi));
 - (e) if you do not exercise your right to purchase the Vehicle under Clause 3 (c) and you fail to make the Vehicle available to us for collection, we may charge you a daily default sum, calculated as a pro-rata amount of the monthly Repayments until we receive the Vehicle back;
 - (f) the costs of any failed collection appointment (currently £78.60 plus VAT) plus an administration fee of £12 plus VAT;
 - (g) if we end this agreement early due to you breaking this agreement, you must return the Vehicle and pay us on demand the sums set out in Clause 6.

We may change the fees shown above by giving you reasonable advance notice (at least 30 days) to reflect any changes in the costs we reasonably incur in administering the relevant process.

Excess Mileage Charges	
Annual Mileage:	10000 Miles
Mileage on Delivery (which is included in the Maximum Total Mileage):	50086 Miles
Maximum Total Mileage:	90919 Miles
Charge Per Excess Mile:	8.50 Pence Per Mile

We will charge you 8.50 pence for each mile in excess of the Maximum Total Mileage.

Please see Clauses 2(d), 5(e)(iv) and 8 for other charges.

Dealers / brokers and commission

Neither your dealer, nor any broker, involved in introducing you to us is an independent financial adviser, and can only provide you with limited assistance in finding finance for your vehicle. They cannot assess the full range of options that may be available to you and introduce customers only to a selected panel of lenders. An introduction to us does not amount to independent advice and is not a recommendation on the suitability of our products for your individual financial circumstances. You should make your own enquiries about alternative finance options before deciding whether to enter into a finance or hire agreement with us.

We will pay commission to your dealer or broker for introducing you to us for a vehicle finance agreement, as a fixed sum or percentage of the amount you borrow from us. The fixed sum or percentage may vary by model or age of vehicle. If we pay commission to a broker, they will in turn pay commission to any dealer who has introduced you to them. (Please ask your dealer or broker if you would like more information about how their commission is calculated or the amount they will receive.) This may not be the same as other lenders would pay for such an introduction. The arrangements we have with your dealer or broker for the payment of commission are taken into account when we set the APRs which we will offer to the customers they introduce to us. Your dealer or broker does not have any discretion to vary the APR for your proposed finance agreement.

IMPORTANT - PLEASE READ BEFORE SIGNING

Please ensure:

- (1) the information you have provided is correct
- (2) the agreement has been fully completed; and
- (3) you have read the agreement carefully, including all the terms and conditions overleaf, and understand it. If you do not, please contact us.

By signing you declare that you are entering into this agreement in the course of your business.

This agreement is made and becomes binding on you when you sign it.

Signed by
Print Name

Signature

Director/company secretary/authorised signatory*

for and on behalf of: Gracewell Staffing Limited

Signature Date:

This is a hire purchase agreement.

The Vehicle will not become your property until you have made all the payments. You must not sell it before then.

*Delete as appropriate.



Important - Use of Your Information

You have the right to know how we will use your personal information. It is important that you read **Use of Your Information** on the following page.

Where we pass your details to another company in our corporate group, or to any company, business or intermediary associated with us, or to any person acting on our behalf for any purpose connected with our group's business, we do so to:

- meet our contractual obligations to you,
- comply with legal obligations to which we are subject,
- meet our legitimate interests in ensuring that our business functions efficiently,
- provide appropriate services to you, and
- keep our records up to date.

Signature on behalf of the Lender

Clive Buhagiar, General Manager New Business

Date of signature: 31/01/2025

Use of your Information

Throughout the course of this agreement, we undertake checks for the purposes of carrying out our obligations under this agreement, exercising our rights under this agreement, ensuring your continued creditworthiness, and preventing fraud and money laundering. These checks require us to process your personal information and if you do not provide this information, we may not be able to continue to offer you financing.

We use the personal information that we have collected from you, collected from other sources or we have generated about you, which may include your name, date of birth, residential address, address history, contact details (e.g. email address and telephone number), financial information, employment information, identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address and vehicle information (including diagnostic data, mileage and GPS information). We will not store or use vehicle information for any purpose other than as set out below.

Our use of your information:

We will use your personal information in the following ways:

- a) We will keep a record of personal information about you to help us to improve our service to you, including, where relevant and where you have provided your explicit consent, information about your health or mental capacity. Where we do not use your information with your explicit consent, we do so to meet our legitimate interests in improving our service and keeping our records accurate and up to date.
- b) We may use personal information about you and may give details of this agreement, the payments you make under it and any default or failure to keep to its terms, and any change of name or address, to credit reference agencies. This is to ensure that we carry out our contractual obligations to you, and to meet our legitimate interests in exercising our rights under this agreement.
- c) We may make periodic searches of your record at credit reference agencies, and of our own Group Company records, for information on your business accounts to help us manage this agreement, including to take decisions regarding your identity and whether to make further credit available or to continue or extend existing credit. If you tell us you have 3 or less directors and give us information about your directors we may also search and obtain information on their personal credit accounts. We may also check on any guarantor of your obligations under this agreement. We use the following credit reference agencies: Experian, Equifax and TransUnion. It is in our legitimate interests to use such agencies to ensure that our business is not exposed to disproportionate credit risks.
- d) We will also provide your information on you and your directors to the following fraud prevention agencies to prevent or detect fraud and money laundering, and to verify your identity: National Hunter Limited and CIFAS. If you give us false or inaccurate information or we suspect or identify fraud, we will record this and may also pass this information, including the names of the company directors, at the time of the fraud, to our Group Companies, fraud prevention agencies and other organisations such as law enforcement agencies involved in fraud prevention to detect, investigate and prevent crime. We do this as we have a legitimate interest in preventing fraud and money laundering.
- e) We may pass your information to our Group Companies, agents and others for the administration of your account, enforcement or settlement or providing a service you have requested related to this agreement, to any guarantor of your obligations under this agreement, any organisation demanding payment of any fines, duties, tolls, congestion charges or other sums which become payable related to your use of the Vehicle, to other third parties when required or permitted by law, such as in relation to any legal proceedings or to investigate or prevent crime, or where you give your permission, or in the process of us transferring this agreement or our business to another organisation. We do this to meet our contractual obligations to you, and because it is in our legitimate interests to exercise our rights under this agreement. If any of these organisations are in the European Economic Area, they will have similar standards of data protection as in the UK; if they do not, then we will make sure that appropriate safeguards are in place to protect your personal information (such as contractual commitments). If any of these organisations are outside of the European Economic Area, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. We will make sure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. If any organisation transfers your personal information to us and if the UK is not deemed to have adequate protections in place to receive and process your personal information, we will enter into contractual arrangements with the organisation to ensure your personal information is protected to an adequate level. For more information on, or to see a copy of, the appropriate safeguards in place please contact us using the contact details set out above.

- f) We and our Group Companies may use your information (including verification of vehicle data. For example, mileage covered), to undertake periodic statistical analysis, testing, training and customer profiling to help us improve the quality of existing and future products and services. Our Group Companies trade under the BMW, MINI, BMW Motorrad, Rolls-Royce Motor Cars, ALPHERA and Alphabet brands.
- g) If we reasonably suspect that the Vehicle's odometer has been tampered with or 'clocked', and if the Vehicle is a BMW or MINI, we will use BMW's national sales company to remotely retrieve mileage data from the Vehicle's information systems or from our authorised repairers. If the Vehicle is not a BMW or MINI, we may contact the manufacturer to remotely retrieve mileage data from the Vehicle's in-car system. You should note that it is a condition of the finance agreement we enter into with you that the Vehicle is not altered in any way without our consent.
- h) If you do not repay us in full and on time, to the extent that we exercise our right to repossess the vehicle as set out in this agreement, or we reasonably suspect fraud, we and our service providers may take steps to trace your whereabouts and recover payment from you. Such steps may include **activating the GPS tracker** in your vehicle or **reviewing publicly-available information** (for example on social media feeds) to determine your location and to recover payment. We have legitimate interests in processing your personal information for these purposes, as it will permit us to exercise our rights under this agreement and to prevent fraud where applicable.
- i) We will keep the information we have about you and your account for the length of your relationship with us, and for a period of 6 years after your account with us is closed, whether settled by you or upon default.

What the credit reference agencies will do:

- a) Credit reference agencies will record the details that we give them about this agreement and how you manage it including the personal information you provide to us. If you do not repay in full and on time, they will record the outstanding debt. Account information given to these agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.
- b) If we make a search of your company record at credit reference agencies, the agencies will place on your company credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when you apply for credit in the future. If we make a search of the personal records of any director, the agencies will place on their personal credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when the director applies for credit in the future.
- c) The agencies will link your records and the records of the directors we search with those of your and their financial associate(s), including any previous and subsequent names. A financial associate is a person with whom you or the director has, or has had, joint personal financial arrangements such as joint accounts or have made joint credit applications. It may be a spouse or partner (not a business partner). These links will remain on your and their files until you or they successfully file for a disassociation at the credit reference agencies.
- d) The agencies may supply to us credit information such as previous applications and the conduct of accounts in your name and the names of any directors we search and of your and their financial associate(s) and any business accounts you have, public information such as County Court Judgments and bankruptcies and Electoral Register information, and fraud prevention information.
- e) The agencies use this information to fulfil their legitimate business interests by ensuring they provide an appropriate service to customers and ensuring that their records are kept up to date. The agencies will hold your information for six years.
- f) More information about credit reference agencies and how they use personal information is available at www.experian.co.uk/crain, www.equifax.co.uk/crain and www.transunion.co.uk/crain.

What fraud prevention agencies will do:

- a) Fraud prevention agencies will use your personal information, and information collected from other providers, to prevent fraud and money laundering and to verify your identity. They may also allow law enforcement agencies to access and use your personal information to detect, investigate and prevent crime or pass such information to law enforcement agencies. This is on the basis that we and they have a legitimate interest in preventing fraud and money laundering, and to verify your identity, in order to protect our business and to comply with laws that apply to us. This processing is also a contractual requirement of the financing you have requested.
- b) As part of the processing of your personal information, fraud prevention agencies may make decisions by automatic means. You may automatically be considered to pose a fraud or money laundering risk if this processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct or is inconsistent with your previous submissions or if you appear to have deliberately hidden your true identity. You have rights in relation to this automated decision-making. If you want to know more please contact us using the details above/ below.

- c) Fraud prevention agencies can hold your personal information for different periods of time, depending on how that data is being used. Please contact the fraud prevention agencies for more information.
- d) If you are considered to pose a fraud or money laundering risk, your information can be held by fraud prevention agencies for up to six years from its receipt. In this case, we may refuse to provide the financing and other services you have requested, or we may stop providing existing financing to you. Additionally, this may result in others refusing to provide services, financing or employment to you. Please contact us if you would like more information about our practices.
- e) Some fraud prevention agencies may transfer your personal data to countries inside the European Economic Area (EEA). Countries within the EEA are deemed to have in place adequate levels of protection for personal information. Some fraud prevention agencies may also transfer your personal data outside of the EEA. Where they do, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. Fraud prevention agencies will ensure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.
- f) More information about the fraud prevention agencies we use and how they use personal information is available at www.nhunter.co.uk and www.cifas.org.uk/fpn

How we and others use the agency information about you:

Some information about you and any directors we search held by the credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:

- I prevent fraud and money laundering by, for example, checking details on applications for credit and credit related or other facilities;
- I checking details on proposals and claims for all types of insurance; checking details of job applications and employees;
- I verify your identity if you or if any directors we search or their financial associate(s) applies for other facilities including all types of insurance applications and claims;
- I make decisions on credit, insurance and other facilities, about you, any directors we search and their financial associate(s), members of your or their household or your business;
- I trace your whereabouts and recover debts that you owe;
- I manage credit and credit related accounts and other facilities;
- I undertake statistical analysis, training and system testing; and
- I carry out customer surveys for internal research purposes only.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations use this information in these ways as it is in our legitimate interests to ensure that we manage our business efficiently, avoid fraud and credit risk, provide appropriate products and services to our customers and to ensure that our records are kept up to date.

The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under relevant data protection and privacy law.

If you want to receive details of the credit reference and/or fraud prevention agencies from whom we obtain and with whom we record information about you, please write to ALPHERA Customer Services at the above address.

Your Rights

You have certain rights regarding your information. These include the rights to: access your personal information; rectify the information we hold about you; erase your personal information; restrict our use of your personal information; object to our use of your personal information; receive your personal information in a usable electronic format and transmit it to a third party (right to data portability). If you are unhappy about how your personal data has been used please refer to our complaints policy: <https://site.bmw.co.uk/contact-us/financial-services/bmw-financial-services/customer-complaints/>. You also have the right to complain to the Information Commissioner's Office using its website - www.ico.org.uk, which regulates the processing of personal data. If you would like to discuss or exercise such rights, please contact our Data Protection Officer at DataPrivacyOfficer@bmwfin.com.

Terms and Conditions

We, BMW Financial Services (GB) Limited trading as ALPHERA Financial Services, agree to hire the Vehicle to you, with an option for you to purchase it, on the terms set out on page 1 and below.

1. Definitions

"Vehicle" means the vehicle described under "Description of the Vehicle" and encompasses the documents relating to it, including the V5C Registration Certificate, and the registration mark, all keys, all accessories whenever fixed to the Vehicle, all new and replacement parts of the Vehicle, all additions to the Vehicle, and any replacement vehicle.

"Group Companies" means all our holding and subsidiary companies from time to time and those of all such holding companies.

All other words in these Terms and Conditions with initial capital letters shall refer to those items stated on page1.

2. Payment and Fees

- (a) You must, on or before signing this agreement, pay any Advance Payment shown under "Key Financial Information".
- (b) You must pay all the Repayments in full when they are due in accordance with the timings set out under "Your Repayments". This is of fundamental importance. You may incur additional charges if you break this agreement and we may also be entitled to terminate this agreement and repossess the vehicle. We will ask you to make all the payments by direct debit.
- (c) The charges stated under "Other Charges" are payable on demand.
- (d) You may request a change in the payment date for your Repayments to no more than 15 days before or after the date they are due, but we are not obliged to agree. If we agree, the change, except for the first change, will be subject to an administration fee.
- (e) The figures shown in this agreement include any VAT that is payable at the rate applicable at the date of this agreement. VAT is payable at the rate in force when it is charged.
- (f) It is your responsibility to pay all vehicle excise licence fees, parking and speeding fines, other fines, duties, tolls, congestion charges and other sums that become payable to third parties in respect of the Vehicle during this agreement.
- (g) We will apply your payments to sums in the order in which they fall due.

2. Payment and Fees (Continued)

- (h) We may change the amount of our administration fees payable under this agreement. We will notify you in writing at least one month before we make a change.
- (i) Our preferred method of payment is direct debit and if you pay by any other means, it will be your responsibility to ensure we receive your payment and, if necessary, to prove that we have received your payment.
- (j) Payments must be made from a UK bank account or credit card held in your name. We do not accept payment by credit card for the Optional Final Payment or for early settlement of the agreement. We may require you to provide evidence to validate your source of funds.

3. Hire and Ownership of the Vehicle

- (a) We agree to let the Vehicle to you for the period specified above.
- (b) If the Vehicle has any damage or defect on delivery, you should tell us as soon as reasonably possible after you become aware of this.
- (c) You have the option to purchase the Vehicle at the end of this agreement, by paying the Optional Final Repayment or sooner by settling the agreement early. Provided you have paid all other sums payable under this agreement, we will transfer ownership of the Vehicle to you.

4. Your Care of the Vehicle

Until the Vehicle is returned to us at the end of this agreement or you become the owner of the Vehicle, you must:

- (a) keep the Vehicle in good repair and condition and have it serviced, maintained and repaired in accordance with the manufacturer's recommendations and any manufacturer warranty (including any requirement to have an interim running-in service), and keep a full service and repair history, which you must supply to us if we ask you. We will not be responsible for servicing, maintaining or repairing the Vehicle, or for providing any other vehicle services or for paying for these services;
- (b) ensure that the Vehicle always has a valid vehicle excise licence;
- (c) if applicable, keep in force a current MOT certificate;
- (d) not alter the Vehicle in any way without first obtaining our prior written consent, and if we consent you must restore the Vehicle to its original condition (at your cost) before returning the Vehicle to us;

4. Your Care of the Vehicle (Continued)

- (e) if the Vehicle's milometer fails, as soon as reasonably practicable, have it repaired or replaced and inform us of the dates when it was not working. The mileage must not be altered at any time;
- (f) allow us to inspect the Vehicle at all reasonable times and if we ask you, you must tell us where the Vehicle is;
- (g) keep the Vehicle in your possession and under your control and not sell, rent or dispose of it or attempt to do so or allow someone other than you to become registered at the Driver and Vehicle Licensing Agency as the Vehicle's registered keeper. If the Vehicle is seized or impounded by the Police, we may take it into safe custody;
- (h) tell us as soon as reasonably practicable if the Vehicle suffers any accident damage, is written off or stolen or if the registration mark of the Vehicle is changed;
- (i) not use the Vehicle as security for a loan or allow anyone to have a lien or any other rights over it and tell us as soon as possible if anyone tries to seize or claim it;
- (j) not use or permit the Vehicle to be used for hire, professional driving instruction or other financial reward (except you may use the Vehicle for driving instruction if you inform us before starting this use), or for motor sports;
- (k) not allow the Vehicle to be taken outside the UK, except that you may take it to any country within the European Union for periods not exceeding (a) 30 days each and (b) a total of 60 days in each calendar year, on condition that you ensure your Vehicle insurance provides fully comprehensive cover including repatriation expenses for each country you visit (see Clause 5);
- (l) not drive the Vehicle if you become aware that any defect or damage makes its continued use inadvisable, until the defect or damage has been repaired.
- (m) not deactivate the transmission of Vehicle data within the "Data Privacy" settings of the Connected Drive system or by any other method. If you do so, we will instruct you to reactivate the data transmission, or we may reactivate this, as this information is required to help us to improve our products and services. You must also ensure that all services remain active for all drivers.
- (n) not drive or let anyone else drive the Vehicle unlawfully.

5. Insurance of the Vehicle

Until the Vehicle is returned to us at the end of this agreement or you become the owner of the Vehicle:

- (a) you will be responsible for any loss or damage to the Vehicle, even if this happens without your fault, unless caused as a result of our negligence or our breach of this agreement;
- (b) you must pay for and maintain comprehensive insurance cover for the Vehicle's full value against all insurable risks (including fire, theft, damage, loss in transit, seizure and the cost of repatriation if the Vehicle is taken outside the UK). You must inform the insurer of our interest in the Vehicle. You must produce the policy to us if we request this;
- (c) you must ensure the Vehicle is used within the terms of the insurance policy. You must be covered by the policy to drive the Vehicle. You must inform us immediately if you become disqualified from driving or for any other reason become no longer insured under the policy to drive the Vehicle;
- (d) if the Vehicle is damaged, you must use any insurance money you receive for the damage to repair the Vehicle. Clauses (e)(ii) and (iii) below will also apply to any insurance claim for Vehicle damage which is outstanding if and when the Vehicle is returned to us.
- (e) if the Vehicle is declared a total loss by the insurer or is stolen:
 - (i) you must inform us immediately;
 - (ii) you must claim under your vehicle insurance policy for the loss of the Vehicle and ask the insurer to pay us the insurance money for the Vehicle. By signing this agreement you are irrevocably authorising the insurer to pay the insurance money direct to us. If the insurer pays the insurance money to you for the Vehicle, the insurance money will be ours and you must promptly pay it to us (unless this agreement has been settled in full).
 - (iii) if we decide, we may (we are not obliged to) negotiate and agree the insurance claim for the Vehicle with the insurer. If we decide to do this, we will tell you, and we will accept the best insurance payment we can reasonably negotiate with the insurer. You will be bound by this and must still pay us any shortfall owing under this agreement (see below);
 - (iv) you will need to pay us: the Total Amount Payable under this agreement, shown under "Key Financial Information", plus any other sums which have become payable under this agreement, less: (a) the Advance Payment and Repayments you have paid; (b) the Option to Purchase Fee, if any; and (c) a discount (calculated in accordance with our standard practice from time to time) for our accelerated receipt of Repayments. You must continue to pay the Repayments until we receive full payment of these sums. If the insurer does not pay these sums in full or at all, you must pay us the shortfall. We will pay to you any surplus we receive over the sums due to us.

6. Ending this Agreement Early

- (a) You may end this agreement early at any time and keep the Vehicle by paying the Total Amount Payable shown under "Key Financial Information" and any other sums which have become payable less the payments you have already made and less any rebate of some interest which we may apply in accordance with our standard practice from time to time.
- (b) In the event of any default referred to in Clause 7 below, you will be considered to have repudiated this agreement. This means we may accept your repudiation and end this agreement and you must then return the Vehicle to us, and if you fail to return it we will repossess it, and pay us on demand the following sums:
 - (A) all arrears of Repayments and any other sums due to us at the date of termination; plus
 - (B) any costs we reasonably incur enforcing our rights including legal costs, court fees, and costs incurred by us in locating, repossessing, storing, insuring and selling the Vehicle (unless paid out of sales proceeds in accordance with (C)(iii) below); plus
 - (C) to compensate us for this agreement ending early, the Total Amount Payable including the Optional Final Repayment (see Your Repayments on Page 1), less: (i) any Advance Payment and Repayments paid or due before this agreement ending; (ii) any discount which we may apply (calculated in accordance with our standard practice from time to time) for our accelerated receipt of such Repayments; and (iii) if we recover the Vehicle, any sale proceeds of the Vehicle and any personal effects we sell, after deducting any reasonable sale expenses and the costs of any repairs and replacement parts/documents we may choose at our discretion to incur to put the Vehicle into good serviceable repair and condition (subject to fair wear and tear).

7. Events of Default

The events of default referred to in Clause 6(b) are:

- (a) you fail to pay any Advance Payment or Repayment on its due date; or
- (b) you breach Clause 4 or 5, which are also (along with your payment obligations under Clause 2) of fundamental importance, or commit any other serious breach of this agreement, or repeatedly break this agreement; or
- (c) you make an untrue statement or give false information or documents on which we have relied, where had we known the truth, we would not have entered into this agreement with you, or we otherwise have good reason to suspect fraud by you; or
- (d) any step which affects our ownership or rights in respect of the Vehicle is attempted or taken (including selling, parting with possession or abandoning the Vehicle, or someone else acquiring any rights over it) or the Vehicle is seized or arrested; or
- (e) you suspend payment of your debts, or are unable to pay your debts as they fall due or, if you are a partnership, any of the foregoing applies to any of your partners; or
- (f) you commence negotiations, or (being a body corporate) convene a meeting of your lenders, or make a proposal for or enter into any compromise or arrangement, with one or more of your lenders with a view to rescheduling any of your debts (due to your actual or anticipated financial difficulties); or
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (if you are a body corporate), dissolution or bankruptcy of any of your partners (if you are a partnership) or bankruptcy (if you are an individual); or
- (h) an application is made to court, or an order is made for, the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over you, or an administrative receiver or receiver is appointed over your assets; or
- (i) a lender or encumbrancer attaches or takes possession of, or a distress, attachment, execution, sequestration or other such process is levied, enforced on or sued against, the whole or any part of your assets or the Vehicle and such attachment or process is not discharged within 7 days; or
- (j) in Scotland, Northern Ireland or any jurisdiction outside of the UK to which are you subject, any of the events mentioned in Clauses (e) to (i) occur (or analogous events or proceedings specific to the any of those jurisdictions are taken), or (in Scotland) you have a judicial factor or trustee appointed over any of your estate or effects or an arrestment, charge, lien, attachment or diligence is issued, served or levied on any of your estate or effects or your landlord, if applicable, enforces or threatens to enforce his right of hypothec, or (in Northern Ireland) the Enforcement of Judgments Office issues a Certificate of Unenforceability against you; or
- (k) you suspend or cease to carry on all or a substantial part of your business; or
- (l) you break any other agreement you have with us or any of our Group Companies and as a result we or our Group Company become entitled to terminate that other agreement; or
- (m) any event occurs or circumstances arise which, in our reasonable opinion, is likely to materially and adversely affect the Vehicle or your ability to perform all or any of your obligations under, or otherwise comply with, this agreement.

8. Your Options at the end of this Agreement

You have the following options at the end of this Agreement. (Note: unless stated otherwise, this clause does not apply if this agreement ends early under clause 6).

- (a) **Keep the Vehicle:** You must pay the Optional Final Repayment, including the Option to Purchase Fee, if any, on or before its due date. Providing you have complied with all the terms of this agreement and you have paid all other sums payable under or in relation to this agreement, you will then become the owner and can keep the Vehicle. Until this time, the Vehicle remains our property and you must not sell it.
- (b) **Part-exchange the Vehicle:** If you want to part-exchange the vehicle, you can do this by paying all sums due under this agreement. You will then become the owner of the Vehicle and may part-exchange it.
- (c) **Return the Vehicle:**
 - (i) If you want to hand back the Vehicle, you can do this and avoid paying the Option to Purchase Fee, if any, and the Optional Final Repayment. You must give us 10 days written notice that you want to do this before the Optional Final Repayment falls due (the End Date);
 - (ii) You must make the Vehicle available for us or our recovery agent to inspect and collect from you. You must allow us and our recovery agent to enter any premises where the Vehicle is for this purpose. If you do not return the Vehicle to us as agreed with our recovery agent, we will make alternative arrangements to collect the Vehicle and you will be charged for each failed collection (please see "Other Charges" on Page 1). Our agent will make a written report of the condition and any damage, any missing items and the mileage. We will require proof if you claim that any damage was present or item missing on the Vehicle's delivery to you at the start of the agreement where the damage or missing item has not previously been notified to us. Until we take possession of the Vehicle, your obligations under Clause 4 to take care of the Vehicle and clause 5, to insure the Vehicle, continue;
 - (iii) We assume the Vehicle will be returned in good repair and condition (allowing for recognised industry fair wear and tear standards). The Vehicle will be inspected and based on the inspection report, we will charge you a set cost for each item of damage which falls outside of these standards. Please see under, "Other Charges" on Page 1;
 - (iv) If the Vehicle has exceeded the Maximum Total Mileage, you must pay us the Excess Mileage Charge for depreciation (see Page 1);
 - (v) You must return the Vehicle with all removable items supplied including, but not limited to, the spare ignition key, owner's handbook, service handbook/record and, if applicable, any charging cable supplied with the Vehicle. The V5C Registration Certificate and the current MOT Certificate (if the vehicle is over 3 years old) must also be returned with the Vehicle or posted back to us at the address provided above. Failure to do so may result in a charge. If our sale of the Vehicle is delayed as a result of a missing V5C document or any other missing item, we may charge you for any applicable vehicle storage costs and any remaining loss or reduction in value of the Vehicle (see "Other Charges");
 - (vi) You must ensure that no personal items are left in the Vehicle. If the returned Vehicle contains personal effects, we will (at our discretion) either return these to you and charge you our delivery costs or ask you to collect them by arrangement with us. If we ask you to collect the personal effects and you fail to do so within 30 days of our request, we will be entitled to dispose of them in a manner we reasonably decide without further notice to you. We will credit any sale proceeds towards any money you owe us and pay any balance left over to you;
 - (vii) You must ensure the Vehicle has at least a quarter of a tank of fuel (if a petrol, diesel or plug-in hybrid vehicle) or is fully charged (if an electric vehicle), failing which we will charge you for any failed collection appointment (please see under "Other Charges" on Page 1);
 - (viii) If you return the Vehicle with a cherished (personalised) registration plate affixed to it and you have not (at your cost) previously applied successfully to the Driver & Vehicle Licensing Agency for retention of the plate, then you irrevocably authorise us to sell the Vehicle with the cherished registration mark (or we may decide to sell the registration separately);
 - (ix) The charges that you may have to pay if we retake possession of the Vehicle are set out under "Other Charges".

9. Our Liability

- (a) If we break this agreement or are negligent, we will not be liable for any loss or damage which is not reasonably foreseeable to you and us when this agreement is made;
- (b) If you enter into this agreement in the course of a business: the express terms and conditions of this agreement replace all warranties, conditions, terms, representations, statements, undertakings and obligations, whether express or implied, all of which are hereby excluded, except for the terms implied by Sections 8 (title), 9 (hiring by description) and 10 (quality and fitness) of the Supply of Goods (Implied Terms) Act 1973, and if we break this agreement or are negligent:
 - (i) we will not be liable for any loss of profit, loss of business or other economic loss (in each case whether direct or indirect loss) or for any indirect or consequential loss or damage which arises out of or in connection with this agreement;
 - (ii) we will not be liable for the cost of any repairs to the Vehicle which are covered under any manufacturer's warranty, where you have the benefit of that warranty (or are not covered due to your breach of that warranty); and
 - (iii) you must notify us in writing of any claim against us within 12 months of you first becoming aware of your loss or damage.
- (c) We will not be liable for events outside our reasonable control, such as office computer system or telecommunication failures outside our reasonable control, or acts of God, government authorities or terrorism.
- (d) The supplying dealer and any broker involved in connection with this agreement are not part of BMW Financial Services. They do not act as our agent and we will not be responsible for their representations, acts or omissions. We will pay commission to a supplying dealer or other intermediary who introduces a customer to us.
- (e) Nothing in this agreement will exclude or restrict any liability we may have for death or personal injury caused by our negligence, or for any fraud by us.

10. General Terms

- (a) Once you have signed this agreement, you must return the executed agreement to the supplying retailer or, if we sent it to you, to us. If it is not received by the supplying retailer or, if we provided it to you, by us, within 30 days of the date of our signature, then we will have the right (at our discretion) to withhold delivery of the Vehicle to you and terminate this agreement by written notice to you, subject to any rights you have under law.
- (b) If you break this agreement and we decide not to enforce any of our rights against you, this will not prevent us from doing so later.
- (c) You must not transfer this agreement to anyone, as it is personal to you. We may transfer our rights and obligations under this agreement at any time without telling you first. This will not detrimentally affect your rights and obligations under this agreement.
- (d) You must tell us promptly if your name, address or any other details you have provided changes.
- (e) A person who is not a party to this agreement will not have any rights under or in connection with it.
- (f) If any term of this agreement is found to be invalid or unenforceable, it will be severable from, and shall not affect, the remaining terms.
- (g) You agree that we may but are not obliged to monitor and/or record telephone conversations between you and us for use in staff training, to improve our standards of service and as a record of the call.
- (h) English law applies to this agreement. If we/you wish to take court proceedings, we/you must do this in the United Kingdom. In interpreting this agreement in Scotland or Northern Ireland, any expression not in use in Scotland or Northern Ireland shall be treated as having its nearest equivalent meaning.
- (i) If you are dissatisfied with any of our products or services, you can complete a complaint form on our website or our online portal at www.myfinance.alphera.co.uk or contact our Customer Escalations Team by phone on 0370 50 50 125, by email to customer.services@alpherafs.co.uk or write to us at Customer Escalations Team, BMW Financial Services (GB) Limited, Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB. A summary of our complaints handling procedure is available on request and free of charge. We are members of the Finance & Leasing Association (FLA) and this agreement is covered by the FLA Business Code (the version in place when this agreement was made). You may be able to refer a complaint that remains unresolved after going through our complaints procedure to the FLA's conciliation service for business borrowers. More information is available at www.flas.org.uk or email business.finance@fla.org.uk.

To: ALPHERA Financial Services

of Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB and its assigns ("we, us our")

GUARANTEE AND INDEMNITY (UNREGULATED)

Agreement Details ("main agreement")	
Unregulated: Hire Purchase Agreement	Number:

Description of Vehicle to which the Agreement relates

Make	Model	New/Used	Date first Registered in UK	VIN/Chassis No. / Frame No.	Registration number
MERCEDES-	GLC DIESEL COUPE GLC 300de 4Matic AMG Line	Used	31/12/2020	W1N2533112F919993	RJ70VTZ

Customer(s) ("the Customer")	Guarantor/Indemnifier ("you"):
Full Name: Gracewell Staffing Limited Address: Royal Mail House 22 Terminus Terrace SOUTHAMPTON Postcode: SO14 3FD	Full Name: Mr Alexander Gyamfi Address: 1 Mitchell House John Thornycroft Road SOUTHAMPTON Postcode: SO19 9UB

The main agreement is proposed to be, or has been, made between us and the Customer. You now in this deed of guarantee and indemnity undertake and agree with us:

- to pay us on demand any sum which is due and payable by the Customer to us under the main agreement;
- to guarantee, on demand, the punctual payment by the Customer of all sums due and payable by the Customer under the main agreement and the due performance of the Customer's obligations under it;
- to indemnify us against all loss, damage, costs and expenses incurred by us as a result of any breach of the main agreement by the Customer;
- that your liability under this guarantee and indemnity is not in any way affected, diminished or discharged by:
 - us granting any time or concessions to the Customer; or
 - any release or variation of any security taken for or on account of the monies and obligations guaranteed by you, or by us abstaining from perfecting or enforcing or failing to realise any security; or
 - any composition or compromise with the Customer or agreement to release or not to sue the Customer; or
 - any variation of the terms of the main agreement, except that you shall not be liable for payment of any sum greater than the amount for which you would have been liable had that variation not been made;
- that any judgement we obtain against the Customer shall be binding upon you;
- a certificate signed by us as to the amount of our loss shall (except where plainly wrong) be binding and conclusive on you;
- to the registration of this guarantee and indemnity and of any certificate referred to in paragraph 6 above for preservation and execution. (This paragraph will only apply for enforcement in Scotland);
- agree that where this guarantee and indemnity is being given by more than one person, all obligations of the indemnifier shall be construed as joint and several and the expressions "you" or "your" shall mean each of such persons. In the guarantee and indemnity the singular includes the plural and vice versa; and
- that any demand made by us shall be validly made if served on you personally, or sent by prepaid post to or left at your last known address. If sent by post, the demand shall be conclusively deemed to have been received by you within 72 hours of posting.

You acknowledge that you have received a copy of the main agreement.

ALPHERA Financial Services is a trading style of BMW Financial Services (GB) Limited, Company no. 1288537.

IMPORTANT

You should seek independent legal advice before signing this guarantee and indemnity. You may have to pay instead of or as well as the Customer.

This document is signed as a deed by the Guarantor/Indemnifier and is delivered and takes effect when signed by the Guarantor/Indemnifier.

Signed and delivered as a deed by the Guarantor/Indemnifier	
Signature of Mr Alexander Gyamfi	
Date signed	
In the presence of: Signature of witness	
Name of witness	
Address of witness	

IMPORTANT - USE OF YOUR INFORMATION

During this guarantee and indemnity we (the lender/owner) may obtain information about you from credit reference and fraud prevention agencies to help make decisions about you and the borrower/hirer to ensure your continued creditworthiness, and prevent fraud and money laundering and we may record information about you with them. These checks require us to process your personal information and if you do not provide this information, we may not be able to continue to offer financing.

We use the personal information that we have collected from you, collected from other sources or we have generated about you, which may include your name, date of birth, residential address, address history, contact details (e.g. email address and telephone number), financial information, employment information, identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address and vehicle information (including diagnostic data, mileage and GPS information). We will not store or use vehicle information for any purpose other than as set out below.

Our use of your information:

We will use your personal information in the following ways:

- a) We will keep a record of personal information about you to help us to improve our service to you, including, where relevant and where you have provided your explicit consent, information about your health or mental capacity. Where we do not use your information with your explicit consent, we do so to meet our legitimate interests in improving our service and keeping our records accurate and up to date.
- b) We may use personal information about you and may give details of this guarantee and indemnity, the payments you make under it and any default or failure to keep to its terms, and any change of name or address, to credit reference agencies. This is to ensure that we carry out our contractual obligations to you, and to meet our legitimate interests in exercising our rights under this guarantee and indemnity.
- c) We may make periodic searches of your record at credit reference agencies, and of our own Group Company records, for information on your business accounts to help us manage this guarantee and indemnity, including to take decisions regarding your identity and whether to make further credit available or to continue or extend existing credit. If you tell us you have 3 or less directors and give us information about your directors we may also search and obtain information on their personal credit accounts. We use the following credit reference agencies: Experian, Equifax and TransUnion. It is in our legitimate interests to use such agencies to ensure that our business is not exposed to disproportionate credit risks. We may also check the record of the borrower/hirer.
- d) We will also provide your information to the following fraud prevention agencies for information on you and your directors to prevent or detect fraud and money laundering, and to verify your identity: National Hunter Limited and CIFAS. If you give us false or inaccurate information or we suspect or identify fraud, we will record this and may also pass this information to our Group Companies, fraud prevention agencies and other organisations such as law enforcement agencies involved in fraud prevention to detect, investigate and prevent crime. We do this as we have a legitimate interest in preventing fraud and money laundering.
- e) We may pass your information to the borrower/hirer, to our Group Companies, agents and others for the administration of this guarantee and indemnity, enforcement or settlement, to other third parties when required or permitted by law, such as in relation to any legal proceedings or to investigate or prevent crime, or where you give your permission, or in the process of us transferring this guarantee and indemnity or our business to another organisation. We do this to meet our contractual obligations to you, and because it is in our legitimate interests to exercise our rights under this guarantee and indemnity. If any of these organisations are in the European Economic Area, they will have similar standards of data protection as in the UK; if they do not, then we will make sure that appropriate safeguards are in place to protect your personal information (such as contractual commitments). If any of these organisations are outside of the European Economic Area, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. We will make sure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. If any organisation transfers your personal information to us and if the UK is not deemed to have adequate protections in place to receive and process your personal information, we will enter into contractual arrangements with the organisation to ensure your personal information is protected to an adequate level. For more information on, or to see a copy of, the appropriate safeguards in place please contact us using the contact details set out above.
- f) We and our Group Companies may use your information (including verification of vehicle data. For example, mileage covered), to undertake testing and training and to help us improve the quality of existing and future products and services. Our Group Companies trade under the BMW, MINI, BMW Motorrad, Rolls-Royce Motor Cars, ALPHERA and Alphabet brands.
- g) If you do not repay us in full and on time, to the extent that we exercise our right to repossess the vehicle as set out in the agreement, or we reasonably suspect fraud, we and our service providers may take steps to trace your whereabouts and recover payment from you. Such steps may include **reviewing publicly-available information** (for example on social media feeds) to determine your location and to recover payment. We have legitimate interests in processing your personal information for these purposes, as it will permit us to exercise our rights under this guarantee and indemnity and to prevent fraud where applicable.
- h) We will keep the information we have about you and your account for the length of your relationship with us, and for a period of 6 years after your account with us is closed, whether settled by you or upon default.

What the credit reference agencies will do:

- a) Credit reference agencies will record the details that we give them about this guarantee and indemnity and how you manage it including the personal information you provide to us. If you do not repay in full and on time, they will record the outstanding debt. Account information given to these agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.
- b) If we make a search of your company record at credit reference agencies, the agencies will place on your company credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when you apply for credit in the future. If we make a search of the personal records of any director, the agencies will place on their personal credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when the director applies for credit in the future.
- c) The agencies will link your records and the records of the directors we search with those of your and their financial associate(s), including any previous and subsequent names. A financial associate is a person with whom the director has, or has had, joint personal financial arrangements such as joint accounts or have made joint credit applications. It may be a spouse or partner (not a business partner). These links will remain on their files until they successfully file for a disassociation at the credit reference agencies.
- d) The agencies may supply to us credit information such as previous applications and the conduct of accounts in your name and the name of any directors we search and of your and their financial associate(s) and any business accounts you have, public information such as County Court Judgments and bankruptcies and Electoral Register information, and fraud prevention information.
- e) The agencies use this information to fulfil their legitimate business interests by ensuring they provide an appropriate service to customers and ensuring that their records are kept up to date. The agencies will hold your information for six years.
- f) More information about credit reference agencies and how they use personal information is available at www.experian.co.uk/crain, www.equifax.co.uk/crain and www.transunion.co.uk/crain.

What fraud prevention agencies will do:

- a) Fraud prevention agencies will use your personal information, and information collected from other providers, to prevent fraud and money laundering and to verify your identity. They may also allow law enforcement agencies to access and use your personal information to detect, investigate and prevent crime or pass such information to law enforcement agencies. This is on the basis that we and they have a legitimate interest in preventing fraud and money laundering, and to verify your identity, in order to protect our business and to comply with laws that apply to us. This processing is also a contractual requirement of the financing you have requested.
- b) As part of the processing of your personal information, fraud prevention agencies may make decisions by automatic means. You may automatically be considered to pose a fraud or money laundering risk if this processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct or is inconsistent with your previous submissions or if you appear to have deliberately hidden your true identity. You have rights in relation to this automated decision-making. If you want to know more please contact us using the details above/ below.

- c) Fraud prevention agencies can hold your personal information for different periods of time, depending on how that data is being used. Please contact the fraud prevention agencies for more information.
- d) If you are considered to pose a fraud or money laundering risk, your information can be held by fraud prevention agencies for up to six years from its receipt. In this case, we may refuse to provide the financing and other services you have requested, or we may stop providing existing financing to you. Additionally, this may result in others refusing to provide services, financing or employment to you. Please contact us if you would like more information about our practices.
- e) Some fraud prevention agencies may transfer your personal data to countries inside the European Economic Area (EEA). Countries within the EEA are deemed to have in place adequate levels of protection for personal information. Some fraud prevention agencies may also transfer your personal data outside of the EEA. Where they do, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. Fraud prevention agencies will ensure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.
- f) More information about the fraud prevention agencies we use and how they use personal information is available at www.nhunter.co.uk and www.cifas.org.uk/fpn

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 by, for example, checking details on applications for credit and credit related or other facilities;
- checking details on proposals and claims for all types of insurance; checking details of job applications and employees;
- verify your identity if you or any director we search or your or their financial associate(s) applies for other facilities including all types of insurance applications and claims;
- make decisions on credit, insurance and other facilities, about you, any director we search and your or their financial associate(s) or members of your or their household;
- trace your whereabouts and recover debts that you owe;
- manage credit and credit related accounts and other facilities; and
- undertake statistical analysis, training and system testing.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations use this information in these ways as it is in our legitimate interests to ensure that we manage our business efficiently, avoid fraud and credit risk, provide appropriate products and services to our customers and to ensure that our records are kept up to date.

The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under relevant data protection and privacy law.

If you want to receive details of the credit reference and/or fraud prevention agencies from whom we obtain and with whom we record information about you, please write to ALPHERA Customer Services at the above address.

Your Rights

You have certain rights regarding your information. These include the rights to: access your personal information; rectify the information we hold about you; erase your personal information; restrict our use of your personal information; object to our use of your personal information; receive your personal information in a usable electronic format and transmit it to a third party (right to data portability). If you are unhappy about how your personal data has been used please refer to our complaints policy: <https://site.bmw.co.uk/contact-us/financial-services/bmw-financial-services-customer-complaints/>. You also have the right to complain to the Information Commissioner's Office using its website - www.ico.org.uk, which regulates the processing of personal data. If you would like to discuss or exercise such rights, please contact our Data Protection Officer at DataPrivacyOfficer@bmwfin.com.

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 ALPHERA Financial Services will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request ALPHERA Financial Services 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 ALPHERA Financial Services 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 ALPHERA Financial Services 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

This guarantee should be detached and retained by the Payer



ALPHERA Financial Services

ALPHERA
Financial Services

Please complete this form and send it to: ALPHERA Financial Services, Aldwick Park, Manvers, Rotherham, S63 5NA

Instruction to your Bank or Building
Society to pay by Direct Debit



Originator's Identification Number

9	1	6	4	1	9
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1. Name and full postal address of Bank/Building Society

To: The Manager

STARLING BANK LTD

Address 5th Floor
London Fruit and Wool Exchange
1 Duval Square
London

Postcode EC2M2PP

4. Branch Sort Code

6	0	—	8	3	—	7	1
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5. Reference number

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2. Name(s) of Account Holder(s)

Gracewell Staffing Limited

3. Bank/Building Society account number

5	2	0	3	6	9	9	0
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Instruction to your Bank or Building Society
Please pay ALPHERA Financial Services Direct Debits from the account
detailed in this Instruction subject to the safeguards assured by the
Direct Debit Guarantee.
I understand that this Instruction may remain with ALPHERA
Financial Services and, if so, details will be passed electronically to my
Bank/Building Society.

Signature(s)

Date

Lender: BMW Financial Services (GB) Limited trading as ALPHERA Financial Services ("**we**" or "**us**")
Address: Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB.

Company Name: Gracewell Staffing Limited ("**you**")
Company Number: 10979944
Address: Royal Mail House 22 Terminus Terrace SOUTHAMPTON SO14 3FD

Description of the Vehicle
Make: MERCEDES-BENZ
Model: GLC DIESEL COUPE GLC 300de 4Matic AMG Line Premium 5dr 9G-Tronic (2020 - 2023)
New/used: Used
Vin/chassis/frame no.: W1N2533112F919993
First registered in UK: 31/12/2020
Registration number: RJ70VTZ

Key Financial Information	
Cash Price of the Vehicle (inc. any VAT):	£31,999.00
Advance Payment:	£5,000.00
Amount of Credit:	£26,999.00
Total Charge for Credit:	£10,269.95
comprising interest:	£10,269.95
Total Amount Payable: (including your Advance Payment)	£42,268.95
Duration of Agreement:	49 Months
APR:	12.9%
Effective Interest rate (fixed):	12.9% per annum

Interest charges at the stated effective interest rate are calculated at the outset of the agreement on the amount of credit using the interest rate for the duration of the agreement. The interest charged is added to the amount of credit at the beginning of the agreement and the resulting sum is payable by the stated Repayments. For the purposes of calculating interest and the stated APR, we have assumed the credit is provided at the beginning of the agreement and that all the Repayments will then be made in accordance with the terms of this agreement.

The credit will be provided by us, and at the time of us, arranging payment to the supplying dealer for the Vehicle. The date on which we do so (or, if later, the date of the Vehicle's first registration with the DVLA), will be the Start Date of this agreement. We will notify the Start Date to you.

Your Repayments	
First Repayment:	£499.55
47 monthly Repayments:	£499.55
Optional Final Repayment:	£13,290.55

The First Repayment is payable 1 month after the Start Date of this agreement.
The subsequent monthly Repayments are payable on the same date in each consecutive month starting 1 month after the First Repayment.
The Optional Final Repayment is payable 1 month after the last monthly Repayment. If you decide not to purchase the Vehicle at the end of this agreement, the Optional Final Repayment will not be payable.

Other Charges:
We will charge:

- Other Charges:** (Continued)
- (a) if you break this agreement: any costs we reasonably incur enforcing our rights, including legal costs, court fees and all costs incurred in locating and communicating with you, recovering, storing, insuring and selling the Vehicle;
 - (b) if the Vehicle is returned to us but is not in good repair and condition, allowing for fair wear and tear (we use recognised industry standards to determine this), or there are items or documents missing, then you will have to pay either the cost of repair or replacement or, if we choose not to carry out a repair or replacement, the same charge(s) as compensation for our estimated reduction in the Vehicle's value. For many repairs and items we have a set charge which reflects the repair or replacement cost / our estimated reduction in the Vehicle's value. This includes any failure to have the Vehicle serviced in accordance with the manufacturer's recommendations, and if the Vehicle is returned with a service overdue, missed or performed late, in each case by more than 6 months, you will be charged our estimated reduction in the Vehicle's value. Further information on the current charges that may apply are available on our website and on request by contacting us at the address above or by email to customer.services@alpherafs.co.uk;
 - (c) if you do not return the V5 Certificate (in your name) then you will have to pay our estimate of the reduction in the Vehicle's value. This is currently £100;
 - (d) if you leave personal items in the Vehicle on its return, any delivery costs for returning them to you will be payable (see Clause 8 (c) (vi));
 - (e) if you do not exercise your right to purchase the Vehicle under Clause 3 (c) and you fail to make the Vehicle available to us for collection, we may charge you a daily default sum, calculated as a pro-rata amount of the monthly Repayments until we receive the Vehicle back;
 - (f) the costs of any failed collection appointment (currently £78.60 plus VAT) plus an administration fee of £12 plus VAT;
 - (g) if we end this agreement early due to you breaking this agreement, you must return the Vehicle and pay us on demand the sums set out in Clause 6.

We may change the fees shown above by giving you reasonable advance notice (at least 30 days) to reflect any changes in the costs we reasonably incur in administering the relevant process.

Excess Mileage Charges	
Annual Mileage:	10000 Miles
Mileage on Delivery (which is included in the Maximum Total Mileage):	50086 Miles
Maximum Total Mileage:	90919 Miles
Charge Per Excess Mile:	8.50 Pence Per Mile

We will charge you 8.50 pence for each mile in excess of the Maximum Total Mileage.

Please see Clauses 2(d), 5(e)(iv) and 8 for other charges.

Dealers / brokers and commission

Neither your dealer, nor any broker, involved in introducing you to us is an independent financial adviser, and can only provide you with limited assistance in finding finance for your vehicle. They cannot assess the full range of options that may be available to you and introduce customers only to a selected panel of lenders. An introduction to us does not amount to independent advice and is not a recommendation on the suitability of our products for your individual financial circumstances. You should make your own enquiries about alternative finance options before deciding whether to enter into a finance or hire agreement with us.

We will pay commission to your dealer or broker for introducing you to us for a vehicle finance agreement, as a fixed sum or percentage of the amount you borrow from us. The fixed sum or percentage may vary by model or age of vehicle. If we pay commission to a broker, they will in turn pay commission to any dealer who has introduced you to them. (Please ask your dealer or broker if you would like more information about how their commission is calculated or the amount they will receive.) This may not be the same as other lenders would pay for such an introduction. The arrangements we have with your dealer or broker for the payment of commission are taken into account when we set the APRs which we will offer to the customers they introduce to us. Your dealer or broker does not have any discretion to vary the APR for your proposed finance agreement.

IMPORTANT - PLEASE READ BEFORE SIGNING

Please ensure:

- (1) the information you have provided is correct
- (2) the agreement has been fully completed; and
- (3) you have read the agreement carefully, including all the terms and conditions overleaf, and understand it. If you do not, please contact us.

By signing you declare that you are entering into this agreement in the course of your business.

This agreement is made and becomes binding on you when you sign it.

Signed by

Print Name

Signature

Director/company secretary/authorised signatory*

for and on behalf of: Gracewell Staffing Limited

Signature Date:

This is a hire purchase agreement.

The Vehicle will not become your property until you have made all the payments. You must not sell it before then.

*Delete as appropriate.



Important - Use of Your Information

You have the right to know how we will use your personal information. It is important that you read **Use of Your Information** on the following page.

Where we pass your details to another company in our corporate group, or to any company, business or intermediary associated with us, or to any person acting on our behalf for any purpose connected with our group's business, we do so to:

- meet our contractual obligations to you,
- comply with legal obligations to which we are subject,
- meet our legitimate interests in ensuring that our business functions efficiently,
- provide appropriate services to you, and
- keep our records up to date.

Signature on behalf of the Lender

Clive Buhagiar, General Manager New Business

Date of signature: 31/01/2025

Use of your Information

Throughout the course of this agreement, we undertake checks for the purposes of carrying out our obligations under this agreement, exercising our rights under this agreement, ensuring your continued creditworthiness, and preventing fraud and money laundering. These checks require us to process your personal information and if you do not provide this information, we may not be able to continue to offer you financing.

We use the personal information that we have collected from you, collected from other sources or we have generated about you, which may include your name, date of birth, residential address, address history, contact details (e.g. email address and telephone number), financial information, employment information, identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address and vehicle information (including diagnostic data, mileage and GPS information). We will not store or use vehicle information for any purpose other than as set out below.

Our use of your information:

We will use your personal information in the following ways:

- a) We will keep a record of personal information about you to help us to improve our service to you, including, where relevant and where you have provided your explicit consent, information about your health or mental capacity. Where we do not use your information with your explicit consent, we do so to meet our legitimate interests in improving our service and keeping our records accurate and up to date.
- b) We may use personal information about you and may give details of this agreement, the payments you make under it and any default or failure to keep to its terms, and any change of name or address, to credit reference agencies. This is to ensure that we carry out our contractual obligations to you, and to meet our legitimate interests in exercising our rights under this agreement.
- c) We may make periodic searches of your record at credit reference agencies, and of our own Group Company records, for information on your business accounts to help us manage this agreement, including to take decisions regarding your identity and whether to make further credit available or to continue or extend existing credit. If you tell us you have 3 or less directors and give us information about your directors we may also search and obtain information on their personal credit accounts. We may also check on any guarantor of your obligations under this agreement. We use the following credit reference agencies: Experian, Equifax and TransUnion. It is in our legitimate interests to use such agencies to ensure that our business is not exposed to disproportionate credit risks.
- d) We will also provide your information on you and your directors to the following fraud prevention agencies to prevent or detect fraud and money laundering, and to verify your identity: National Hunter Limited and CIFAS. If you give us false or inaccurate information or we suspect or identify fraud, we will record this and may also pass this information, including the names of the company directors, at the time of the fraud, to our Group Companies, fraud prevention agencies and other organisations such as law enforcement agencies involved in fraud prevention to detect, investigate and prevent crime. We do this as we have a legitimate interest in preventing fraud and money laundering.
- e) We may pass your information to our Group Companies, agents and others for the administration of your account, enforcement or settlement or providing a service you have requested related to this agreement, to any guarantor of your obligations under this agreement, any organisation demanding payment of any fines, duties, tolls, congestion charges or other sums which become payable related to your use of the Vehicle, to other third parties when required or permitted by law, such as in relation to any legal proceedings or to investigate or prevent crime, or where you give your permission, or in the process of us transferring this agreement or our business to another organisation. We do this to meet our contractual obligations to you, and because it is in our legitimate interests to exercise our rights under this agreement. If any of these organisations are in the European Economic Area, they will have similar standards of data protection as in the UK; if they do not, then we will make sure that appropriate safeguards are in place to protect your personal information (such as contractual commitments). If any of these organisations are outside of the European Economic Area, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. We will make sure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. If any organisation transfers your personal information to us and if the UK is not deemed to have adequate protections in place to receive and process your personal information, we will enter into contractual arrangements with the organisation to ensure your personal information is protected to an adequate level. For more information on, or to see a copy of, the appropriate safeguards in place please contact us using the contact details set out above.

- f) We and our Group Companies may use your information (including verification of vehicle data. For example, mileage covered), to undertake periodic statistical analysis, testing, training and customer profiling to help us improve the quality of existing and future products and services. Our Group Companies trade under the BMW, MINI, BMW Motorrad, Rolls-Royce Motor Cars, ALPHERA and Alphabet brands.
- g) If we reasonably suspect that the Vehicle's odometer has been tampered with or 'clocked', and if the Vehicle is a BMW or MINI, we will use BMW's national sales company to remotely retrieve mileage data from the Vehicle's information systems or from our authorised repairers. If the Vehicle is not a BMW or MINI, we may contact the manufacturer to remotely retrieve mileage data from the Vehicle's in-car system. You should note that it is a condition of the finance agreement we enter into with you that the Vehicle is not altered in any way without our consent.
- h) If you do not repay us in full and on time, to the extent that we exercise our right to repossess the vehicle as set out in this agreement, or we reasonably suspect fraud, we and our service providers may take steps to trace your whereabouts and recover payment from you. Such steps may include **activating the GPS tracker** in your vehicle or **reviewing publicly-available information** (for example on social media feeds) to determine your location and to recover payment. We have legitimate interests in processing your personal information for these purposes, as it will permit us to exercise our rights under this agreement and to prevent fraud where applicable.
- i) We will keep the information we have about you and your account for the length of your relationship with us, and for a period of 6 years after your account with us is closed, whether settled by you or upon default.

What the credit reference agencies will do:

- a) Credit reference agencies will record the details that we give them about this agreement and how you manage it including the personal information you provide to us. If you do not repay in full and on time, they will record the outstanding debt. Account information given to these agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.
- b) If we make a search of your company record at credit reference agencies, the agencies will place on your company credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when you apply for credit in the future. If we make a search of the personal records of any director, the agencies will place on their personal credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when the director applies for credit in the future.
- c) The agencies will link your records and the records of the directors we search with those of your and their financial associate(s), including any previous and subsequent names. A financial associate is a person with whom you or the director has, or has had, joint personal financial arrangements such as joint accounts or have made joint credit applications. It may be a spouse or partner (not a business partner). These links will remain on your and their files until you or they successfully file for a disassociation at the credit reference agencies.
- d) The agencies may supply to us credit information such as previous applications and the conduct of accounts in your name and the names of any directors we search and of your and their financial associate(s) and any business accounts you have, public information such as County Court Judgments and bankruptcies and Electoral Register information, and fraud prevention information.
- e) The agencies use this information to fulfil their legitimate business interests by ensuring they provide an appropriate service to customers and ensuring that their records are kept up to date. The agencies will hold your information for six years.
- f) More information about credit reference agencies and how they use personal information is available at www.experian.co.uk/crain, www.equifax.co.uk/crain and www.transunion.co.uk/crain.

What fraud prevention agencies will do:

- a) Fraud prevention agencies will use your personal information, and information collected from other providers, to prevent fraud and money laundering and to verify your identity. They may also allow law enforcement agencies to access and use your personal information to detect, investigate and prevent crime or pass such information to law enforcement agencies. This is on the basis that we and they have a legitimate interest in preventing fraud and money laundering, and to verify your identity, in order to protect our business and to comply with laws that apply to us. This processing is also a contractual requirement of the financing you have requested.
- b) As part of the processing of your personal information, fraud prevention agencies may make decisions by automatic means. You may automatically be considered to pose a fraud or money laundering risk if this processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct or is inconsistent with your previous submissions or if you appear to have deliberately hidden your true identity. You have rights in relation to this automated decision-making. If you want to know more please contact us using the details above/ below.

- c) Fraud prevention agencies can hold your personal information for different periods of time, depending on how that data is being used. Please contact the fraud prevention agencies for more information.
- d) If you are considered to pose a fraud or money laundering risk, your information can be held by fraud prevention agencies for up to six years from its receipt. In this case, we may refuse to provide the financing and other services you have requested, or we may stop providing existing financing to you. Additionally, this may result in others refusing to provide services, financing or employment to you. Please contact us if you would like more information about our practices.
- e) Some fraud prevention agencies may transfer your personal data to countries inside the European Economic Area (EEA). Countries within the EEA are deemed to have in place adequate levels of protection for personal information. Some fraud prevention agencies may also transfer your personal data outside of the EEA. Where they do, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. Fraud prevention agencies will ensure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.
- f) More information about the fraud prevention agencies we use and how they use personal information is available at www.nhunter.co.uk and www.cifas.org.uk/fpn

How we and others use the agency information about you:

Some information about you and any directors we search held by the credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:

- I prevent fraud and money laundering by, for example, checking details on applications for credit and credit related or other facilities;
- I checking details on proposals and claims for all types of insurance; checking details of job applications and employees;
- I verify your identity if you or if any directors we search or their financial associate(s) applies for other facilities including all types of insurance applications and claims;
- I make decisions on credit, insurance and other facilities, about you, any directors we search and their financial associate(s), members of your or their household or your business;
- I trace your whereabouts and recover debts that you owe;
- I manage credit and credit related accounts and other facilities;
- I undertake statistical analysis, training and system testing; and
- I carry out customer surveys for internal research purposes only.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations use this information in these ways as it is in our legitimate interests to ensure that we manage our business efficiently, avoid fraud and credit risk, provide appropriate products and services to our customers and to ensure that our records are kept up to date.

The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under relevant data protection and privacy law.

If you want to receive details of the credit reference and/or fraud prevention agencies from whom we obtain and with whom we record information about you, please write to ALPHERA Customer Services at the above address.

Your Rights

You have certain rights regarding your information. These include the rights to: access your personal information; rectify the information we hold about you; erase your personal information; restrict our use of your personal information; object to our use of your personal information; receive your personal information in a usable electronic format and transmit it to a third party (right to data portability). If you are unhappy about how your personal data has been used please refer to our complaints policy: <https://site.bmw.co.uk/contact-us/financial-services/bmw-financial-services/customer-complaints/>. You also have the right to complain to the Information Commissioner's Office using its website - www.ico.org.uk, which regulates the processing of personal data. If you would like to discuss or exercise such rights, please contact our Data Protection Officer at DataPrivacyOfficer@bmwfin.com.

Terms and Conditions

We, BMW Financial Services (GB) Limited trading as ALPHERA Financial Services, agree to hire the Vehicle to you, with an option for you to purchase it, on the terms set out on page 1 and below.

1. Definitions

"Vehicle" means the vehicle described under "Description of the Vehicle" and encompasses the documents relating to it, including the V5C Registration Certificate, and the registration mark, all keys, all accessories whenever fixed to the Vehicle, all new and replacement parts of the Vehicle, all additions to the Vehicle, and any replacement vehicle.

"Group Companies" means all our holding and subsidiary companies from time to time and those of all such holding companies.

All other words in these Terms and Conditions with initial capital letters shall refer to those items stated on page1.

2. Payment and Fees

- (a) You must, on or before signing this agreement, pay any Advance Payment shown under "Key Financial Information".
- (b) You must pay all the Repayments in full when they are due in accordance with the timings set out under "Your Repayments". This is of fundamental importance. You may incur additional charges if you break this agreement and we may also be entitled to terminate this agreement and repossess the vehicle. We will ask you to make all the payments by direct debit.
- (c) The charges stated under "Other Charges" are payable on demand.
- (d) You may request a change in the payment date for your Repayments to no more than 15 days before or after the date they are due, but we are not obliged to agree. If we agree, the change, except for the first change, will be subject to an administration fee.
- (e) The figures shown in this agreement include any VAT that is payable at the rate applicable at the date of this agreement. VAT is payable at the rate in force when it is charged.
- (f) It is your responsibility to pay all vehicle excise licence fees, parking and speeding fines, other fines, duties, tolls, congestion charges and other sums that become payable to third parties in respect of the Vehicle during this agreement.
- (g) We will apply your payments to sums in the order in which they fall due.

2. Payment and Fees (Continued)

- (h) We may change the amount of our administration fees payable under this agreement. We will notify you in writing at least one month before we make a change.
- (i) Our preferred method of payment is direct debit and if you pay by any other means, it will be your responsibility to ensure we receive your payment and, if necessary, to prove that we have received your payment.
- (j) Payments must be made from a UK bank account or credit card held in your name. We do not accept payment by credit card for the Optional Final Payment or for early settlement of the agreement. We may require you to provide evidence to validate your source of funds.

3. Hire and Ownership of the Vehicle

- (a) We agree to let the Vehicle to you for the period specified above.
- (b) If the Vehicle has any damage or defect on delivery, you should tell us as soon as reasonably possible after you become aware of this.
- (c) You have the option to purchase the Vehicle at the end of this agreement, by paying the Optional Final Repayment or sooner by settling the agreement early. Provided you have paid all other sums payable under this agreement, we will transfer ownership of the Vehicle to you.

4. Your Care of the Vehicle

Until the Vehicle is returned to us at the end of this agreement or you become the owner of the Vehicle, you must:

- (a) keep the Vehicle in good repair and condition and have it serviced, maintained and repaired in accordance with the manufacturer's recommendations and any manufacturer warranty (including any requirement to have an interim running-in service), and keep a full service and repair history, which you must supply to us if we ask you. We will not be responsible for servicing, maintaining or repairing the Vehicle, or for providing any other vehicle services or for paying for these services;
- (b) ensure that the Vehicle always has a valid vehicle excise licence;
- (c) if applicable, keep in force a current MOT certificate;
- (d) not alter the Vehicle in any way without first obtaining our prior written consent, and if we consent you must restore the Vehicle to its original condition (at your cost) before returning the Vehicle to us;

4. Your Care of the Vehicle (Continued)

- (e) if the Vehicle's milometer fails, as soon as reasonably practicable, have it repaired or replaced and inform us of the dates when it was not working. The mileage must not be altered at any time;
- (f) allow us to inspect the Vehicle at all reasonable times and if we ask you, you must tell us where the Vehicle is;
- (g) keep the Vehicle in your possession and under your control and not sell, rent or dispose of it or attempt to do so or allow someone other than you to become registered at the Driver and Vehicle Licensing Agency as the Vehicle's registered keeper. If the Vehicle is seized or impounded by the Police, we may take it into safe custody;
- (h) tell us as soon as reasonably practicable if the Vehicle suffers any accident damage, is written off or stolen or if the registration mark of the Vehicle is changed;
- (i) not use the Vehicle as security for a loan or allow anyone to have a lien or any other rights over it and tell us as soon as possible if anyone tries to seize or claim it;
- (j) not use or permit the Vehicle to be used for hire, professional driving instruction or other financial reward (except you may use the Vehicle for driving instruction if you inform us before starting this use), or for motor sports;
- (k) not allow the Vehicle to be taken outside the UK, except that you may take it to any country within the European Union for periods not exceeding (a) 30 days each and (b) a total of 60 days in each calendar year, on condition that you ensure your Vehicle insurance provides fully comprehensive cover including repatriation expenses for each country you visit (see Clause 5);
- (l) not drive the Vehicle if you become aware that any defect or damage makes its continued use inadvisable, until the defect or damage has been repaired.
- (m) not deactivate the transmission of Vehicle data within the "Data Privacy" settings of the Connected Drive system or by any other method. If you do so, we will instruct you to reactivate the data transmission, or we may reactivate this, as this information is required to help us to improve our products and services. You must also ensure that all services remain active for all drivers.
- (n) not drive or let anyone else drive the Vehicle unlawfully.

5. Insurance of the Vehicle

Until the Vehicle is returned to us at the end of this agreement or you become the owner of the Vehicle:

- (a) you will be responsible for any loss or damage to the Vehicle, even if this happens without your fault, unless caused as a result of our negligence or our breach of this agreement;
- (b) you must pay for and maintain comprehensive insurance cover for the Vehicle's full value against all insurable risks (including fire, theft, damage, loss in transit, seizure and the cost of repatriation if the Vehicle is taken outside the UK). You must inform the insurer of our interest in the Vehicle. You must produce the policy to us if we request this;
- (c) you must ensure the Vehicle is used within the terms of the insurance policy. You must be covered by the policy to drive the Vehicle. You must inform us immediately if you become disqualified from driving or for any other reason become no longer insured under the policy to drive the Vehicle;
- (d) if the Vehicle is damaged, you must use any insurance money you receive for the damage to repair the Vehicle. Clauses (e)(ii) and (iii) below will also apply to any insurance claim for Vehicle damage which is outstanding if and when the Vehicle is returned to us.
- (e) if the Vehicle is declared a total loss by the insurer or is stolen:
 - (i) you must inform us immediately;
 - (ii) you must claim under your vehicle insurance policy for the loss of the Vehicle and ask the insurer to pay us the insurance money for the Vehicle. By signing this agreement you are irrevocably authorising the insurer to pay the insurance money direct to us. If the insurer pays the insurance money to you for the Vehicle, the insurance money will be ours and you must promptly pay it to us (unless this agreement has been settled in full).
 - (iii) if we decide, we may (we are not obliged to) negotiate and agree the insurance claim for the Vehicle with the insurer. If we decide to do this, we will tell you, and we will accept the best insurance payment we can reasonably negotiate with the insurer. You will be bound by this and must still pay us any shortfall owing under this agreement (see below);
 - (iv) you will need to pay us: the Total Amount Payable under this agreement, shown under "Key Financial Information", plus any other sums which have become payable under this agreement, less: (a) the Advance Payment and Repayments you have paid; (b) the Option to Purchase Fee, if any; and (c) a discount (calculated in accordance with our standard practice from time to time) for our accelerated receipt of Repayments. You must continue to pay the Repayments until we receive full payment of these sums. If the insurer does not pay these sums in full or at all, you must pay us the shortfall. We will pay to you any surplus we receive over the sums due to us.

6. Ending this Agreement Early

- (a) You may end this agreement early at any time and keep the Vehicle by paying the Total Amount Payable shown under "Key Financial Information" and any other sums which have become payable less the payments you have already made and less any rebate of some interest which we may apply in accordance with our standard practice from time to time.
- (b) In the event of any default referred to in Clause 7 below, you will be considered to have repudiated this agreement. This means we may accept your repudiation and end this agreement and you must then return the Vehicle to us, and if you fail to return it we will repossess it, and pay us on demand the following sums:
 - (A) all arrears of Repayments and any other sums due to us at the date of termination; plus
 - (B) any costs we reasonably incur enforcing our rights including legal costs, court fees, and costs incurred by us in locating, repossessing, storing, insuring and selling the Vehicle (unless paid out of sales proceeds in accordance with (C)(iii) below); plus
 - (C) to compensate us for this agreement ending early, the Total Amount Payable including the Optional Final Repayment (see Your Repayments on Page 1), less: (i) any Advance Payment and Repayments paid or due before this agreement ending; (ii) any discount which we may apply (calculated in accordance with our standard practice from time to time) for our accelerated receipt of such Repayments; and (iii) if we recover the Vehicle, any sale proceeds of the Vehicle and any personal effects we sell, after deducting any reasonable sale expenses and the costs of any repairs and replacement parts/documents we may choose at our discretion to incur to put the Vehicle into good serviceable repair and condition (subject to fair wear and tear).

7. Events of Default

The events of default referred to in Clause 6(b) are:

- (a) you fail to pay any Advance Payment or Repayment on its due date; or
- (b) you breach Clause 4 or 5, which are also (along with your payment obligations under Clause 2) of fundamental importance, or commit any other serious breach of this agreement, or repeatedly break this agreement; or
- (c) you make an untrue statement or give false information or documents on which we have relied, where had we known the truth, we would not have entered into this agreement with you, or we otherwise have good reason to suspect fraud by you; or
- (d) any step which affects our ownership or rights in respect of the Vehicle is attempted or taken (including selling, parting with possession or abandoning the Vehicle, or someone else acquiring any rights over it) or the Vehicle is seized or arrested; or
- (e) you suspend payment of your debts, or are unable to pay your debts as they fall due or, if you are a partnership, any of the foregoing applies to any of your partners; or
- (f) you commence negotiations, or (being a body corporate) convene a meeting of your lenders, or make a proposal for or enter into any compromise or arrangement, with one or more of your lenders with a view to rescheduling any of your debts (due to your actual or anticipated financial difficulties); or
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (if you are a body corporate), dissolution or bankruptcy of any of your partners (if you are a partnership) or bankruptcy (if you are an individual); or
- (h) an application is made to court, or an order is made for, the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over you, or an administrative receiver or receiver is appointed over your assets; or
- (i) a lender or encumbrancer attaches or takes possession of, or a distress, attachment, execution, sequestration or other such process is levied, enforced on or sued against, the whole or any part of your assets or the Vehicle and such attachment or process is not discharged within 7 days; or
- (j) in Scotland, Northern Ireland or any jurisdiction outside of the UK to which are you subject, any of the events mentioned in Clauses (e) to (i) occur (or analogous events or proceedings specific to the any of those jurisdictions are taken), or (in Scotland) you have a judicial factor or trustee appointed over any of your estate or effects or an arrestment, charge, lien, attachment or diligence is issued, served or levied on any of your estate or effects or your landlord, if applicable, enforces or threatens to enforce his right of hypothec, or (in Northern Ireland) the Enforcement of Judgments Office issues a Certificate of Unenforceability against you; or
- (k) you suspend or cease to carry on all or a substantial part of your business; or
- (l) you break any other agreement you have with us or any of our Group Companies and as a result we or our Group Company become entitled to terminate that other agreement; or
- (m) any event occurs or circumstances arise which, in our reasonable opinion, is likely to materially and adversely affect the Vehicle or your ability to perform all or any of your obligations under, or otherwise comply with, this agreement.

8. Your Options at the end of this Agreement

You have the following options at the end of this Agreement. (Note: unless stated otherwise, this clause does not apply if this agreement ends early under clause 6).

- (a) **Keep the Vehicle:** You must pay the Optional Final Repayment, including the Option to Purchase Fee, if any, on or before its due date. Providing you have complied with all the terms of this agreement and you have paid all other sums payable under or in relation to this agreement, you will then become the owner and can keep the Vehicle. Until this time, the Vehicle remains our property and you must not sell it.
- (b) **Part-exchange the Vehicle:** If you want to part-exchange the vehicle, you can do this by paying all sums due under this agreement. You will then become the owner of the Vehicle and may part-exchange it.
- (c) **Return the Vehicle:**
 - (i) If you want to hand back the Vehicle, you can do this and avoid paying the Option to Purchase Fee, if any, and the Optional Final Repayment. You must give us 10 days written notice that you want to do this before the Optional Final Repayment falls due (the End Date);
 - (ii) You must make the Vehicle available for us or our recovery agent to inspect and collect from you. You must allow us and our recovery agent to enter any premises where the Vehicle is for this purpose. If you do not return the Vehicle to us as agreed with our recovery agent, we will make alternative arrangements to collect the Vehicle and you will be charged for each failed collection (please see "Other Charges" on Page 1). Our agent will make a written report of the condition and any damage, any missing items and the mileage. We will require proof if you claim that any damage was present or item missing on the Vehicle's delivery to you at the start of the agreement where the damage or missing item has not previously been notified to us. Until we take possession of the Vehicle, your obligations under Clause 4 to take care of the Vehicle and clause 5, to insure the Vehicle, continue;
 - (iii) We assume the Vehicle will be returned in good repair and condition (allowing for recognised industry fair wear and tear standards). The Vehicle will be inspected and based on the inspection report, we will charge you a set cost for each item of damage which falls outside of these standards. Please see under, "Other Charges" on Page 1;
 - (iv) If the Vehicle has exceeded the Maximum Total Mileage, you must pay us the Excess Mileage Charge for depreciation (see Page 1);
 - (v) You must return the Vehicle with all removable items supplied including, but not limited to, the spare ignition key, owner's handbook, service handbook/record and, if applicable, any charging cable supplied with the Vehicle. The V5C Registration Certificate and the current MOT Certificate (if the vehicle is over 3 years old) must also be returned with the Vehicle or posted back to us at the address provided above. Failure to do so may result in a charge. If our sale of the Vehicle is delayed as a result of a missing V5C document or any other missing item, we may charge you for any applicable vehicle storage costs and any remaining loss or reduction in value of the Vehicle (see "Other Charges");
 - (vi) You must ensure that no personal items are left in the Vehicle. If the returned Vehicle contains personal effects, we will (at our discretion) either return these to you and charge you our delivery costs or ask you to collect them by arrangement with us. If we ask you to collect the personal effects and you fail to do so within 30 days of our request, we will be entitled to dispose of them in a manner we reasonably decide without further notice to you. We will credit any sale proceeds towards any money you owe us and pay any balance left over to you;
 - (vii) You must ensure the Vehicle has at least a quarter of a tank of fuel (if a petrol, diesel or plug-in hybrid vehicle) or is fully charged (if an electric vehicle), failing which we will charge you for any failed collection appointment (please see under "Other Charges" on Page 1);
 - (viii) If you return the Vehicle with a cherished (personalised) registration plate affixed to it and you have not (at your cost) previously applied successfully to the Driver & Vehicle Licensing Agency for retention of the plate, then you irrevocably authorise us to sell the Vehicle with the cherished registration mark (or we may decide to sell the registration separately);
 - (ix) The charges that you may have to pay if we retake possession of the Vehicle are set out under "Other Charges".

9. Our Liability

- (a) If we break this agreement or are negligent, we will not be liable for any loss or damage which is not reasonably foreseeable to you and us when this agreement is made;
- (b) If you enter into this agreement in the course of a business: the express terms and conditions of this agreement replace all warranties, conditions, terms, representations, statements, undertakings and obligations, whether express or implied, all of which are hereby excluded, except for the terms implied by Sections 8 (title), 9 (hiring by description) and 10 (quality and fitness) of the Supply of Goods (Implied Terms) Act 1973, and if we break this agreement or are negligent:
 - (i) we will not be liable for any loss of profit, loss of business or other economic loss (in each case whether direct or indirect loss) or for any indirect or consequential loss or damage which arises out of or in connection with this agreement;
 - (ii) we will not be liable for the cost of any repairs to the Vehicle which are covered under any manufacturer's warranty, where you have the benefit of that warranty (or are not covered due to your breach of that warranty); and
 - (iii) you must notify us in writing of any claim against us within 12 months of you first becoming aware of your loss or damage.
- (c) We will not be liable for events outside our reasonable control, such as office computer system or telecommunication failures outside our reasonable control, or acts of God, government authorities or terrorism.
- (d) The supplying dealer and any broker involved in connection with this agreement are not part of BMW Financial Services. They do not act as our agent and we will not be responsible for their representations, acts or omissions. We will pay commission to a supplying dealer or other intermediary who introduces a customer to us.
- (e) Nothing in this agreement will exclude or restrict any liability we may have for death or personal injury caused by our negligence, or for any fraud by us.

10. General Terms

- (a) Once you have signed this agreement, you must return the executed agreement to the supplying retailer or, if we sent it to you, to us. If it is not received by the supplying retailer or, if we provided it to you, by us, within 30 days of the date of our signature, then we will have the right (at our discretion) to withhold delivery of the Vehicle to you and terminate this agreement by written notice to you, subject to any rights you have under law.
- (b) If you break this agreement and we decide not to enforce any of our rights against you, this will not prevent us from doing so later.
- (c) You must not transfer this agreement to anyone, as it is personal to you. We may transfer our rights and obligations under this agreement at any time without telling you first. This will not detrimentally affect your rights and obligations under this agreement.
- (d) You must tell us promptly if your name, address or any other details you have provided changes.
- (e) A person who is not a party to this agreement will not have any rights under or in connection with it.
- (f) If any term of this agreement is found to be invalid or unenforceable, it will be severable from, and shall not affect, the remaining terms.
- (g) You agree that we may but are not obliged to monitor and/or record telephone conversations between you and us for use in staff training, to improve our standards of service and as a record of the call.
- (h) English law applies to this agreement. If we/you wish to take court proceedings, we/you must do this in the United Kingdom. In interpreting this agreement in Scotland or Northern Ireland, any expression not in use in Scotland or Northern Ireland shall be treated as having its nearest equivalent meaning.
- (i) If you are dissatisfied with any of our products or services, you can complete a complaint form on our website or our online portal at www.myfinance.alphera.co.uk or contact our Customer Escalations Team by phone on 0370 50 50 125, by email to customer.services@alpherafs.co.uk or write to us at Customer Escalations Team, BMW Financial Services (GB) Limited, Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB. A summary of our complaints handling procedure is available on request and free of charge. We are members of the Finance & Leasing Association (FLA) and this agreement is covered by the FLA Business Code (the version in place when this agreement was made). You may be able to refer a complaint that remains unresolved after going through our complaints procedure to the FLA's conciliation service for business borrowers. More information is available at www.flas.org.uk or email business.finance@fla.org.uk.

Lender: BMW Financial Services (GB) Limited trading as ALPHERA Financial Services ("**we**" or "**us**")
Address: Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB.

Company Name: Gracewell Staffing Limited ("**you**")
Company Number: 10979944
Address: Royal Mail House 22 Terminus Terrace SOUTHAMPTON SO14 3FD

Description of the Vehicle
Make: MERCEDES-BENZ
Model: GLC DIESEL COUPE GLC 300de 4Matic AMG Line Premium 5dr 9G-Tronic (2020 - 2023)
New/used: Used
Vin/chassis/frame no.: W1N2533112F919993
First registered in UK: 31/12/2020
Registration number: RJ70VTZ

Key Financial Information	
Cash Price of the Vehicle (inc. any VAT):	£31,999.00
Advance Payment:	£5,000.00
Amount of Credit:	£26,999.00
Total Charge for Credit:	£10,269.95
comprising interest:	£10,269.95
Total Amount Payable: (including your Advance Payment)	£42,268.95
Duration of Agreement:	49 Months
APR:	12.9%
Effective Interest rate (fixed):	12.9% per annum

Interest charges at the stated effective interest rate are calculated at the outset of the agreement on the amount of credit using the interest rate for the duration of the agreement. The interest charged is added to the amount of credit at the beginning of the agreement and the resulting sum is payable by the stated Repayments. For the purposes of calculating interest and the stated APR, we have assumed the credit is provided at the beginning of the agreement and that all the Repayments will then be made in accordance with the terms of this agreement.

The credit will be provided by us, and at the time of us, arranging payment to the supplying dealer for the Vehicle. The date on which we do so (or, if later, the date of the Vehicle's first registration with the DVLA), will be the Start Date of this agreement. We will notify the Start Date to you.

Your Repayments	
First Repayment:	£499.55
47 monthly Repayments:	£499.55
Optional Final Repayment:	£13,290.55

The First Repayment is payable 1 month after the Start Date of this agreement.
The subsequent monthly Repayments are payable on the same date in each consecutive month starting 1 month after the First Repayment.
The Optional Final Repayment is payable 1 month after the last monthly Repayment. If you decide not to purchase the Vehicle at the end of this agreement, the Optional Final Repayment will not be payable.

Other Charges:
We will charge:

- Other Charges:** (Continued)
- (a) if you break this agreement: any costs we reasonably incur enforcing our rights, including legal costs, court fees and all costs incurred in locating and communicating with you, recovering, storing, insuring and selling the Vehicle;
 - (b) if the Vehicle is returned to us but is not in good repair and condition, allowing for fair wear and tear (we use recognised industry standards to determine this), or there are items or documents missing, then you will have to pay either the cost of repair or replacement or, if we choose not to carry out a repair or replacement, the same charge(s) as compensation for our estimated reduction in the Vehicle's value. For many repairs and items we have a set charge which reflects the repair or replacement cost / our estimated reduction in the Vehicle's value. This includes any failure to have the Vehicle serviced in accordance with the manufacturer's recommendations, and if the Vehicle is returned with a service overdue, missed or performed late, in each case by more than 6 months, you will be charged our estimated reduction in the Vehicle's value. Further information on the current charges that may apply are available on our website and on request by contacting us at the address above or by email to customer.services@alpherafs.co.uk;
 - (c) if you do not return the V5 Certificate (in your name) then you will have to pay our estimate of the reduction in the Vehicle's value. This is currently £100;
 - (d) if you leave personal items in the Vehicle on its return, any delivery costs for returning them to you will be payable (see Clause 8 (c) (vi));
 - (e) if you do not exercise your right to purchase the Vehicle under Clause 3 (c) and you fail to make the Vehicle available to us for collection, we may charge you a daily default sum, calculated as a pro-rata amount of the monthly Repayments until we receive the Vehicle back;
 - (f) the costs of any failed collection appointment (currently £78.60 plus VAT) plus an administration fee of £12 plus VAT;
 - (g) if we end this agreement early due to you breaking this agreement, you must return the Vehicle and pay us on demand the sums set out in Clause 6.

We may change the fees shown above by giving you reasonable advance notice (at least 30 days) to reflect any changes in the costs we reasonably incur in administering the relevant process.

Excess Mileage Charges	
Annual Mileage:	10000 Miles
Mileage on Delivery (which is included in the Maximum Total Mileage):	50086 Miles
Maximum Total Mileage:	90919 Miles
Charge Per Excess Mile:	8.50 Pence Per Mile

We will charge you 8.50 pence for each mile in excess of the Maximum Total Mileage.

Please see Clauses 2(d), 5(e)(iv) and 8 for other charges.

Dealers / brokers and commission

Neither your dealer, nor any broker, involved in introducing you to us is an independent financial adviser, and can only provide you with limited assistance in finding finance for your vehicle. They cannot assess the full range of options that may be available to you and introduce customers only to a selected panel of lenders. An introduction to us does not amount to independent advice and is not a recommendation on the suitability of our products for your individual financial circumstances. You should make your own enquiries about alternative finance options before deciding whether to enter into a finance or hire agreement with us.

We will pay commission to your dealer or broker for introducing you to us for a vehicle finance agreement, as a fixed sum or percentage of the amount you borrow from us. The fixed sum or percentage may vary by model or age of vehicle. If we pay commission to a broker, they will in turn pay commission to any dealer who has introduced you to them. (Please ask your dealer or broker if you would like more information about how their commission is calculated or the amount they will receive.) This may not be the same as other lenders would pay for such an introduction. The arrangements we have with your dealer or broker for the payment of commission are taken into account when we set the APRs which we will offer to the customers they introduce to us. Your dealer or broker does not have any discretion to vary the APR for your proposed finance agreement.

IMPORTANT - PLEASE READ BEFORE SIGNING

Please ensure:

- (1) the information you have provided is correct
- (2) the agreement has been fully completed; and
- (3) you have read the agreement carefully, including all the terms and conditions overleaf, and understand it. If you do not, please contact us.

By signing you declare that you are entering into this agreement in the course of your business.

This agreement is made and becomes binding on you when you sign it.

Signed by

Print Name

Signature

Director/company secretary/authorised signatory*

for and on behalf of: Gracewell Staffing Limited

Signature Date:

This is a hire purchase agreement.

The Vehicle will not become your property until you have made all the payments. You must not sell it before then.

*Delete as appropriate.



Important - Use of Your Information

You have the right to know how we will use your personal information. It is important that you read **Use of Your Information** on the following page.

Where we pass your details to another company in our corporate group, or to any company, business or intermediary associated with us, or to any person acting on our behalf for any purpose connected with our group's business, we do so to:

- meet our contractual obligations to you,
- comply with legal obligations to which we are subject,
- meet our legitimate interests in ensuring that our business functions efficiently,
- provide appropriate services to you, and
- keep our records up to date.

Signature on behalf of the Lender

Clive Buhagiar, General Manager New Business

Date of signature: 31/01/2025

Use of your Information

Throughout the course of this agreement, we undertake checks for the purposes of carrying out our obligations under this agreement, exercising our rights under this agreement, ensuring your continued creditworthiness, and preventing fraud and money laundering. These checks require us to process your personal information and if you do not provide this information, we may not be able to continue to offer you financing.

We use the personal information that we have collected from you, collected from other sources or we have generated about you, which may include your name, date of birth, residential address, address history, contact details (e.g. email address and telephone number), financial information, employment information, identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address and vehicle information (including diagnostic data, mileage and GPS information). We will not store or use vehicle information for any purpose other than as set out below.

Our use of your information:

We will use your personal information in the following ways:

- a) We will keep a record of personal information about you to help us to improve our service to you, including, where relevant and where you have provided your explicit consent, information about your health or mental capacity. Where we do not use your information with your explicit consent, we do so to meet our legitimate interests in improving our service and keeping our records accurate and up to date.
- b) We may use personal information about you and may give details of this agreement, the payments you make under it and any default or failure to keep to its terms, and any change of name or address, to credit reference agencies. This is to ensure that we carry out our contractual obligations to you, and to meet our legitimate interests in exercising our rights under this agreement.
- c) We may make periodic searches of your record at credit reference agencies, and of our own Group Company records, for information on your business accounts to help us manage this agreement, including to take decisions regarding your identity and whether to make further credit available or to continue or extend existing credit. If you tell us you have 3 or less directors and give us information about your directors we may also search and obtain information on their personal credit accounts. We may also check on any guarantor of your obligations under this agreement. We use the following credit reference agencies: Experian, Equifax and TransUnion. It is in our legitimate interests to use such agencies to ensure that our business is not exposed to disproportionate credit risks.
- d) We will also provide your information on you and your directors to the following fraud prevention agencies to prevent or detect fraud and money laundering, and to verify your identity: National Hunter Limited and CIFAS. If you give us false or inaccurate information or we suspect or identify fraud, we will record this and may also pass this information, including the names of the company directors, at the time of the fraud, to our Group Companies, fraud prevention agencies and other organisations such as law enforcement agencies involved in fraud prevention to detect, investigate and prevent crime. We do this as we have a legitimate interest in preventing fraud and money laundering.
- e) We may pass your information to our Group Companies, agents and others for the administration of your account, enforcement or settlement or providing a service you have requested related to this agreement, to any guarantor of your obligations under this agreement, any organisation demanding payment of any fines, duties, tolls, congestion charges or other sums which become payable related to your use of the Vehicle, to other third parties when required or permitted by law, such as in relation to any legal proceedings or to investigate or prevent crime, or where you give your permission, or in the process of us transferring this agreement or our business to another organisation. We do this to meet our contractual obligations to you, and because it is in our legitimate interests to exercise our rights under this agreement. If any of these organisations are in the European Economic Area, they will have similar standards of data protection as in the UK; if they do not, then we will make sure that appropriate safeguards are in place to protect your personal information (such as contractual commitments). If any of these organisations are outside of the European Economic Area, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. We will make sure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. If any organisation transfers your personal information to us and if the UK is not deemed to have adequate protections in place to receive and process your personal information, we will enter into contractual arrangements with the organisation to ensure your personal information is protected to an adequate level. For more information on, or to see a copy of, the appropriate safeguards in place please contact us using the contact details set out above.

- f) We and our Group Companies may use your information (including verification of vehicle data. For example, mileage covered), to undertake periodic statistical analysis, testing, training and customer profiling to help us improve the quality of existing and future products and services. Our Group Companies trade under the BMW, MINI, BMW Motorrad, Rolls-Royce Motor Cars, ALPHERA and Alphabet brands.
- g) If we reasonably suspect that the Vehicle's odometer has been tampered with or 'clocked', and if the Vehicle is a BMW or MINI, we will use BMW's national sales company to remotely retrieve mileage data from the Vehicle's information systems or from our authorised repairers. If the Vehicle is not a BMW or MINI, we may contact the manufacturer to remotely retrieve mileage data from the Vehicle's in-car system. You should note that it is a condition of the finance agreement we enter into with you that the Vehicle is not altered in any way without our consent.
- h) If you do not repay us in full and on time, to the extent that we exercise our right to repossess the vehicle as set out in this agreement, or we reasonably suspect fraud, we and our service providers may take steps to trace your whereabouts and recover payment from you. Such steps may include **activating the GPS tracker** in your vehicle or **reviewing publicly-available information** (for example on social media feeds) to determine your location and to recover payment. We have legitimate interests in processing your personal information for these purposes, as it will permit us to exercise our rights under this agreement and to prevent fraud where applicable.
- i) We will keep the information we have about you and your account for the length of your relationship with us, and for a period of 6 years after your account with us is closed, whether settled by you or upon default.

What the credit reference agencies will do:

- a) Credit reference agencies will record the details that we give them about this agreement and how you manage it including the personal information you provide to us. If you do not repay in full and on time, they will record the outstanding debt. Account information given to these agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.
- b) If we make a search of your company record at credit reference agencies, the agencies will place on your company credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when you apply for credit in the future. If we make a search of the personal records of any director, the agencies will place on their personal credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when the director applies for credit in the future.
- c) The agencies will link your records and the records of the directors we search with those of your and their financial associate(s), including any previous and subsequent names. A financial associate is a person with whom you or the director has, or has had, joint personal financial arrangements such as joint accounts or have made joint credit applications. It may be a spouse or partner (not a business partner). These links will remain on your and their files until you or they successfully file for a disassociation at the credit reference agencies.
- d) The agencies may supply to us credit information such as previous applications and the conduct of accounts in your name and the names of any directors we search and of your and their financial associate(s) and any business accounts you have, public information such as County Court Judgments and bankruptcies and Electoral Register information, and fraud prevention information.
- e) The agencies use this information to fulfil their legitimate business interests by ensuring they provide an appropriate service to customers and ensuring that their records are kept up to date. The agencies will hold your information for six years.
- f) More information about credit reference agencies and how they use personal information is available at www.experian.co.uk/crain, www.equifax.co.uk/crain and www.transunion.co.uk/crain.

What fraud prevention agencies will do:

- a) Fraud prevention agencies will use your personal information, and information collected from other providers, to prevent fraud and money laundering and to verify your identity. They may also allow law enforcement agencies to access and use your personal information to detect, investigate and prevent crime or pass such information to law enforcement agencies. This is on the basis that we and they have a legitimate interest in preventing fraud and money laundering, and to verify your identity, in order to protect our business and to comply with laws that apply to us. This processing is also a contractual requirement of the financing you have requested.
- b) As part of the processing of your personal information, fraud prevention agencies may make decisions by automatic means. You may automatically be considered to pose a fraud or money laundering risk if this processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct or is inconsistent with your previous submissions or if you appear to have deliberately hidden your true identity. You have rights in relation to this automated decision-making. If you want to know more please contact us using the details above/ below.

- c) Fraud prevention agencies can hold your personal information for different periods of time, depending on how that data is being used. Please contact the fraud prevention agencies for more information.
- d) If you are considered to pose a fraud or money laundering risk, your information can be held by fraud prevention agencies for up to six years from its receipt. In this case, we may refuse to provide the financing and other services you have requested, or we may stop providing existing financing to you. Additionally, this may result in others refusing to provide services, financing or employment to you. Please contact us if you would like more information about our practices.
- e) Some fraud prevention agencies may transfer your personal data to countries inside the European Economic Area (EEA). Countries within the EEA are deemed to have in place adequate levels of protection for personal information. Some fraud prevention agencies may also transfer your personal data outside of the EEA. Where they do, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. Fraud prevention agencies will ensure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.
- f) More information about the fraud prevention agencies we use and how they use personal information is available at www.nhunter.co.uk and www.cifas.org.uk/fpn

How we and others use the agency information about you:

Some information about you and any directors we search held by the credit reference and fraud prevention agencies will be disclosed to us and other organisations to, for example:

- I prevent fraud and money laundering by, for example, checking details on applications for credit and credit related or other facilities;
- I checking details on proposals and claims for all types of insurance; checking details of job applications and employees;
- I verify your identity if you or if any directors we search or their financial associate(s) applies for other facilities including all types of insurance applications and claims;
- I make decisions on credit, insurance and other facilities, about you, any directors we search and their financial associate(s), members of your or their household or your business;
- I trace your whereabouts and recover debts that you owe;
- I manage credit and credit related accounts and other facilities;
- I undertake statistical analysis, training and system testing; and
- I carry out customer surveys for internal research purposes only.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations use this information in these ways as it is in our legitimate interests to ensure that we manage our business efficiently, avoid fraud and credit risk, provide appropriate products and services to our customers and to ensure that our records are kept up to date.

The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under relevant data protection and privacy law.

If you want to receive details of the credit reference and/or fraud prevention agencies from whom we obtain and with whom we record information about you, please write to ALPHERA Customer Services at the above address.

Your Rights

You have certain rights regarding your information. These include the rights to: access your personal information; rectify the information we hold about you; erase your personal information; restrict our use of your personal information; object to our use of your personal information; receive your personal information in a usable electronic format and transmit it to a third party (right to data portability). If you are unhappy about how your personal data has been used please refer to our complaints policy: <https://site.bmw.co.uk/contact-us/financial-services/bmw-financial-services/customer-complaints/>. You also have the right to complain to the Information Commissioner's Office using its website - www.ico.org.uk, which regulates the processing of personal data. If you would like to discuss or exercise such rights, please contact our Data Protection Officer at DataPrivacyOfficer@bmwfin.com.

Terms and Conditions

We, BMW Financial Services (GB) Limited trading as ALPHERA Financial Services, agree to hire the Vehicle to you, with an option for you to purchase it, on the terms set out on page 1 and below.

1. Definitions

"Vehicle" means the vehicle described under "Description of the Vehicle" and encompasses the documents relating to it, including the V5C Registration Certificate, and the registration mark, all keys, all accessories whenever fixed to the Vehicle, all new and replacement parts of the Vehicle, all additions to the Vehicle, and any replacement vehicle.

"Group Companies" means all our holding and subsidiary companies from time to time and those of all such holding companies.

All other words in these Terms and Conditions with initial capital letters shall refer to those items stated on page1.

2. Payment and Fees

- (a) You must, on or before signing this agreement, pay any Advance Payment shown under "Key Financial Information".
- (b) You must pay all the Repayments in full when they are due in accordance with the timings set out under "Your Repayments". This is of fundamental importance. You may incur additional charges if you break this agreement and we may also be entitled to terminate this agreement and repossess the vehicle. We will ask you to make all the payments by direct debit.
- (c) The charges stated under "Other Charges" are payable on demand.
- (d) You may request a change in the payment date for your Repayments to no more than 15 days before or after the date they are due, but we are not obliged to agree. If we agree, the change, except for the first change, will be subject to an administration fee.
- (e) The figures shown in this agreement include any VAT that is payable at the rate applicable at the date of this agreement. VAT is payable at the rate in force when it is charged.
- (f) It is your responsibility to pay all vehicle excise licence fees, parking and speeding fines, other fines, duties, tolls, congestion charges and other sums that become payable to third parties in respect of the Vehicle during this agreement.
- (g) We will apply your payments to sums in the order in which they fall due.

2. Payment and Fees (Continued)

- (h) We may change the amount of our administration fees payable under this agreement. We will notify you in writing at least one month before we make a change.
- (i) Our preferred method of payment is direct debit and if you pay by any other means, it will be your responsibility to ensure we receive your payment and, if necessary, to prove that we have received your payment.
- (j) Payments must be made from a UK bank account or credit card held in your name. We do not accept payment by credit card for the Optional Final Payment or for early settlement of the agreement. We may require you to provide evidence to validate your source of funds.

3. Hire and Ownership of the Vehicle

- (a) We agree to let the Vehicle to you for the period specified above.
- (b) If the Vehicle has any damage or defect on delivery, you should tell us as soon as reasonably possible after you become aware of this.
- (c) You have the option to purchase the Vehicle at the end of this agreement, by paying the Optional Final Repayment or sooner by settling the agreement early. Provided you have paid all other sums payable under this agreement, we will transfer ownership of the Vehicle to you.

4. Your Care of the Vehicle

Until the Vehicle is returned to us at the end of this agreement or you become the owner of the Vehicle, you must:

- (a) keep the Vehicle in good repair and condition and have it serviced, maintained and repaired in accordance with the manufacturer's recommendations and any manufacturer warranty (including any requirement to have an interim running-in service), and keep a full service and repair history, which you must supply to us if we ask you. We will not be responsible for servicing, maintaining or repairing the Vehicle, or for providing any other vehicle services or for paying for these services;
- (b) ensure that the Vehicle always has a valid vehicle excise licence;
- (c) if applicable, keep in force a current MOT certificate;
- (d) not alter the Vehicle in any way without first obtaining our prior written consent, and if we consent you must restore the Vehicle to its original condition (at your cost) before returning the Vehicle to us;

4. Your Care of the Vehicle (Continued)

- (e) if the Vehicle's milometer fails, as soon as reasonably practicable, have it repaired or replaced and inform us of the dates when it was not working. The mileage must not be altered at any time;
- (f) allow us to inspect the Vehicle at all reasonable times and if we ask you, you must tell us where the Vehicle is;
- (g) keep the Vehicle in your possession and under your control and not sell, rent or dispose of it or attempt to do so or allow someone other than you to become registered at the Driver and Vehicle Licensing Agency as the Vehicle's registered keeper. If the Vehicle is seized or impounded by the Police, we may take it into safe custody;
- (h) tell us as soon as reasonably practicable if the Vehicle suffers any accident damage, is written off or stolen or if the registration mark of the Vehicle is changed;
- (i) not use the Vehicle as security for a loan or allow anyone to have a lien or any other rights over it and tell us as soon as possible if anyone tries to seize or claim it;
- (j) not use or permit the Vehicle to be used for hire, professional driving instruction or other financial reward (except you may use the Vehicle for driving instruction if you inform us before starting this use), or for motor sports;
- (k) not allow the Vehicle to be taken outside the UK, except that you may take it to any country within the European Union for periods not exceeding (a) 30 days each and (b) a total of 60 days in each calendar year, on condition that you ensure your Vehicle insurance provides fully comprehensive cover including repatriation expenses for each country you visit (see Clause 5);
- (l) not drive the Vehicle if you become aware that any defect or damage makes its continued use inadvisable, until the defect or damage has been repaired.
- (m) not deactivate the transmission of Vehicle data within the "Data Privacy" settings of the Connected Drive system or by any other method. If you do so, we will instruct you to reactivate the data transmission, or we may reactivate this, as this information is required to help us to improve our products and services. You must also ensure that all services remain active for all drivers.
- (n) not drive or let anyone else drive the Vehicle unlawfully.

5. Insurance of the Vehicle

Until the Vehicle is returned to us at the end of this agreement or you become the owner of the Vehicle:

- (a) you will be responsible for any loss or damage to the Vehicle, even if this happens without your fault, unless caused as a result of our negligence or our breach of this agreement;
- (b) you must pay for and maintain comprehensive insurance cover for the Vehicle's full value against all insurable risks (including fire, theft, damage, loss in transit, seizure and the cost of repatriation if the Vehicle is taken outside the UK). You must inform the insurer of our interest in the Vehicle. You must produce the policy to us if we request this;
- (c) you must ensure the Vehicle is used within the terms of the insurance policy. You must be covered by the policy to drive the Vehicle. You must inform us immediately if you become disqualified from driving or for any other reason become no longer insured under the policy to drive the Vehicle;
- (d) if the Vehicle is damaged, you must use any insurance money you receive for the damage to repair the Vehicle. Clauses (e)(ii) and (iii) below will also apply to any insurance claim for Vehicle damage which is outstanding if and when the Vehicle is returned to us.
- (e) if the Vehicle is declared a total loss by the insurer or is stolen:
 - (i) you must inform us immediately;
 - (ii) you must claim under your vehicle insurance policy for the loss of the Vehicle and ask the insurer to pay us the insurance money for the Vehicle. By signing this agreement you are irrevocably authorising the insurer to pay the insurance money direct to us. If the insurer pays the insurance money to you for the Vehicle, the insurance money will be ours and you must promptly pay it to us (unless this agreement has been settled in full).
 - (iii) if we decide, we may (we are not obliged to) negotiate and agree the insurance claim for the Vehicle with the insurer. If we decide to do this, we will tell you, and we will accept the best insurance payment we can reasonably negotiate with the insurer. You will be bound by this and must still pay us any shortfall owing under this agreement (see below);
 - (iv) you will need to pay us: the Total Amount Payable under this agreement, shown under "Key Financial Information", plus any other sums which have become payable under this agreement, less: (a) the Advance Payment and Repayments you have paid; (b) the Option to Purchase Fee, if any; and (c) a discount (calculated in accordance with our standard practice from time to time) for our accelerated receipt of Repayments.
You must continue to pay the Repayments until we receive full payment of these sums.
If the insurer does not pay these sums in full or at all, you must pay us the shortfall. We will pay to you any surplus we receive over the sums due to us.

6. Ending this Agreement Early

- (a) You may end this agreement early at any time and keep the Vehicle by paying the Total Amount Payable shown under "Key Financial Information" and any other sums which have become payable less the payments you have already made and less any rebate of some interest which we may apply in accordance with our standard practice from time to time.
- (b) In the event of any default referred to in Clause 7 below, you will be considered to have repudiated this agreement. This means we may accept your repudiation and end this agreement and you must then return the Vehicle to us, and if you fail to return it we will repossess it, and pay us on demand the following sums:
 - (A) all arrears of Repayments and any other sums due to us at the date of termination; plus
 - (B) any costs we reasonably incur enforcing our rights including legal costs, court fees, and costs incurred by us in locating, repossessing, storing, insuring and selling the Vehicle (unless paid out of sales proceeds in accordance with (C)(iii) below); plus
 - (C) to compensate us for this agreement ending early, the Total Amount Payable including the Optional Final Repayment (see Your Repayments on Page 1), less: (i) any Advance Payment and Repayments paid or due before this agreement ending; (ii) any discount which we may apply (calculated in accordance with our standard practice from time to time) for our accelerated receipt of such Repayments; and (iii) if we recover the Vehicle, any sale proceeds of the Vehicle and any personal effects we sell, after deducting any reasonable sale expenses and the costs of any repairs and replacement parts/documents we may choose at our discretion to incur to put the Vehicle into good serviceable repair and condition (subject to fair wear and tear).

7. Events of Default

The events of default referred to in Clause 6(b) are:

- (a) you fail to pay any Advance Payment or Repayment on its due date; or
- (b) you breach Clause 4 or 5, which are also (along with your payment obligations under Clause 2) of fundamental importance, or commit any other serious breach of this agreement, or repeatedly break this agreement; or
- (c) you make an untrue statement or give false information or documents on which we have relied, where had we known the truth, we would not have entered into this agreement with you, or we otherwise have good reason to suspect fraud by you; or
- (d) any step which affects our ownership or rights in respect of the Vehicle is attempted or taken (including selling, parting with possession or abandoning the Vehicle, or someone else acquiring any rights over it) or the Vehicle is seized or arrested; or
- (e) you suspend payment of your debts, or are unable to pay your debts as they fall due or, if you are a partnership, any of the foregoing applies to any of your partners; or
- (f) you commence negotiations, or (being a body corporate) convene a meeting of your lenders, or make a proposal for or enter into any compromise or arrangement, with one or more of your lenders with a view to rescheduling any of your debts (due to your actual or anticipated financial difficulties); or
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (if you are a body corporate), dissolution or bankruptcy of any of your partners (if you are a partnership) or bankruptcy (if you are an individual); or
- (h) an application is made to court, or an order is made for, the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over you, or an administrative receiver or receiver is appointed over your assets; or
- (i) a lender or encumbrancer attaches or takes possession of, or a distress, attachment, execution, sequestration or other such process is levied, enforced on or sued against, the whole or any part of your assets or the Vehicle and such attachment or process is not discharged within 7 days; or
- (j) in Scotland, Northern Ireland or any jurisdiction outside of the UK to which are you subject, any of the events mentioned in Clauses (e) to (i) occur (or analogous events or proceedings specific to the any of those jurisdictions are taken), or (in Scotland) you have a judicial factor or trustee appointed over any of your estate or effects or an arrestment, charge, lien, attachment or diligence is issued, served or levied on any of your estate or effects or your landlord, if applicable, enforces or threatens to enforce his right of hypothec, or (in Northern Ireland) the Enforcement of Judgments Office issues a Certificate of Unenforceability against you; or
- (k) you suspend or cease to carry on all or a substantial part of your business; or
- (l) you break any other agreement you have with us or any of our Group Companies and as a result we or our Group Company become entitled to terminate that other agreement; or
- (m) any event occurs or circumstances arise which, in our reasonable opinion, is likely to materially and adversely affect the Vehicle or your ability to perform all or any of your obligations under, or otherwise comply with, this agreement.

8. Your Options at the end of this Agreement

You have the following options at the end of this Agreement. (Note: unless stated otherwise, this clause does not apply if this agreement ends early under clause 6).

- (a) **Keep the Vehicle:** You must pay the Optional Final Repayment, including the Option to Purchase Fee, if any, on or before its due date. Providing you have complied with all the terms of this agreement and you have paid all other sums payable under or in relation to this agreement, you will then become the owner and can keep the Vehicle. Until this time, the Vehicle remains our property and you must not sell it.
- (b) **Part-exchange the Vehicle:** If you want to part-exchange the vehicle, you can do this by paying all sums due under this agreement. You will then become the owner of the Vehicle and may part-exchange it.
- (c) **Return the Vehicle:**
 - (i) If you want to hand back the Vehicle, you can do this and avoid paying the Option to Purchase Fee, if any, and the Optional Final Repayment. You must give us 10 days written notice that you want to do this before the Optional Final Repayment falls due (the End Date);
 - (ii) You must make the Vehicle available for us or our recovery agent to inspect and collect from you. You must allow us and our recovery agent to enter any premises where the Vehicle is for this purpose. If you do not return the Vehicle to us as agreed with our recovery agent, we will make alternative arrangements to collect the Vehicle and you will be charged for each failed collection (please see "Other Charges" on Page 1). Our agent will make a written report of the condition and any damage, any missing items and the mileage. We will require proof if you claim that any damage was present or item missing on the Vehicle's delivery to you at the start of the agreement where the damage or missing item has not previously been notified to us. Until we take possession of the Vehicle, your obligations under Clause 4 to take care of the Vehicle and clause 5, to insure the Vehicle, continue;
 - (iii) We assume the Vehicle will be returned in good repair and condition (allowing for recognised industry fair wear and tear standards). The Vehicle will be inspected and based on the inspection report, we will charge you a set cost for each item of damage which falls outside of these standards. Please see under, "Other Charges" on Page 1;
 - (iv) If the Vehicle has exceeded the Maximum Total Mileage, you must pay us the Excess Mileage Charge for depreciation (see Page 1);
 - (v) You must return the Vehicle with all removable items supplied including, but not limited to, the spare ignition key, owner's handbook, service handbook/record and, if applicable, any charging cable supplied with the Vehicle. The V5C Registration Certificate and the current MOT Certificate (if the vehicle is over 3 years old) must also be returned with the Vehicle or posted back to us at the address provided above. Failure to do so may result in a charge. If our sale of the Vehicle is delayed as a result of a missing V5C document or any other missing item, we may charge you for any applicable vehicle storage costs and any remaining loss or reduction in value of the Vehicle (see "Other Charges");
 - (vi) You must ensure that no personal items are left in the Vehicle. If the returned Vehicle contains personal effects, we will (at our discretion) either return these to you and charge you our delivery costs or ask you to collect them by arrangement with us. If we ask you to collect the personal effects and you fail to do so within 30 days of our request, we will be entitled to dispose of them in a manner we reasonably decide without further notice to you. We will credit any sale proceeds towards any money you owe us and pay any balance left over to you;
 - (vii) You must ensure the Vehicle has at least a quarter of a tank of fuel (if a petrol, diesel or plug-in hybrid vehicle) or is fully charged (if an electric vehicle), failing which we will charge you for any failed collection appointment (please see under "Other Charges" on Page 1);
 - (viii) If you return the Vehicle with a cherished (personalised) registration plate affixed to it and you have not (at your cost) previously applied successfully to the Driver & Vehicle Licensing Agency for retention of the plate, then you irrevocably authorise us to sell the Vehicle with the cherished registration mark (or we may decide to sell the registration separately);
 - (ix) The charges that you may have to pay if we retake possession of the Vehicle are set out under "Other Charges".

9. Our Liability

- (a) If we break this agreement or are negligent, we will not be liable for any loss or damage which is not reasonably foreseeable to you and us when this agreement is made;
- (b) If you enter into this agreement in the course of a business: the express terms and conditions of this agreement replace all warranties, conditions, terms, representations, statements, undertakings and obligations, whether express or implied, all of which are hereby excluded, except for the terms implied by Sections 8 (title), 9 (hiring by description) and 10 (quality and fitness) of the Supply of Goods (Implied Terms) Act 1973, and if we break this agreement or are negligent:
 - (i) we will not be liable for any loss of profit, loss of business or other economic loss (in each case whether direct or indirect loss) or for any indirect or consequential loss or damage which arises out of or in connection with this agreement;
 - (ii) we will not be liable for the cost of any repairs to the Vehicle which are covered under any manufacturer's warranty, where you have the benefit of that warranty (or are not covered due to your breach of that warranty); and
 - (iii) you must notify us in writing of any claim against us within 12 months of you first becoming aware of your loss or damage.
- (c) We will not be liable for events outside our reasonable control, such as office computer system or telecommunication failures outside our reasonable control, or acts of God, government authorities or terrorism.
- (d) The supplying dealer and any broker involved in connection with this agreement are not part of BMW Financial Services. They do not act as our agent and we will not be responsible for their representations, acts or omissions. We will pay commission to a supplying dealer or other intermediary who introduces a customer to us.
- (e) Nothing in this agreement will exclude or restrict any liability we may have for death or personal injury caused by our negligence, or for any fraud by us.

10. General Terms

- (a) Once you have signed this agreement, you must return the executed agreement to the supplying retailer or, if we sent it to you, to us. If it is not received by the supplying retailer or, if we provided it to you, by us, within 30 days of the date of our signature, then we will have the right (at our discretion) to withhold delivery of the Vehicle to you and terminate this agreement by written notice to you, subject to any rights you have under law.
- (b) If you break this agreement and we decide not to enforce any of our rights against you, this will not prevent us from doing so later.
- (c) You must not transfer this agreement to anyone, as it is personal to you. We may transfer our rights and obligations under this agreement at any time without telling you first. This will not detrimentally affect your rights and obligations under this agreement.
- (d) You must tell us promptly if your name, address or any other details you have provided changes.
- (e) A person who is not a party to this agreement will not have any rights under or in connection with it.
- (f) If any term of this agreement is found to be invalid or unenforceable, it will be severable from, and shall not affect, the remaining terms.
- (g) You agree that we may but are not obliged to monitor and/or record telephone conversations between you and us for use in staff training, to improve our standards of service and as a record of the call.
- (h) English law applies to this agreement. If we/you wish to take court proceedings, we/you must do this in the United Kingdom. In interpreting this agreement in Scotland or Northern Ireland, any expression not in use in Scotland or Northern Ireland shall be treated as having its nearest equivalent meaning.
- (i) If you are dissatisfied with any of our products or services, you can complete a complaint form on our website or our online portal at www.myfinance.alphera.co.uk or contact our Customer Escalations Team by phone on 0370 50 50 125, by email to customer.services@alpherafs.co.uk or write to us at Customer Escalations Team, BMW Financial Services (GB) Limited, Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB. A summary of our complaints handling procedure is available on request and free of charge. We are members of the Finance & Leasing Association (FLA) and this agreement is covered by the FLA Business Code (the version in place when this agreement was made). You may be able to refer a complaint that remains unresolved after going through our complaints procedure to the FLA's conciliation service for business borrowers. More information is available at www.flas.org.uk or email business.finance@fla.org.uk.

To: ALPHERA Financial Services

of Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB and its assigns ("we, us our")

GUARANTEE AND INDEMNITY (UNREGULATED)

Agreement Details ("main agreement")	
Unregulated: Hire Purchase Agreement	Number:

Description of Vehicle to which the Agreement relates

Make	Model	New/Used	Date first Registered in UK	VIN/Chassis No. / Frame No.	Registration number
MERCEDES-	GLC DIESEL COUPE GLC 300de 4Matic AMG Line	Used	31/12/2020	W1N2533112F919993	RJ70VTZ

Customer(s) ("the Customer")	Guarantor/Indemnifier ("you"):
Full Name: Gracewell Staffing Limited Address: Royal Mail House 22 Terminus Terrace SOUTHAMPTON Postcode: SO14 3FD	Full Name: Mr Alexander Gyamfi Address: 1 Mitchell House John Thornycroft Road SOUTHAMPTON Postcode: SO19 9UB

The main agreement is proposed to be, or has been, made between us and the Customer. You now in this deed of guarantee and indemnity undertake and agree with us:

1. to pay us on demand any sum which is due and payable by the Customer to us under the main agreement;
2. to guarantee, on demand, the punctual payment by the Customer of all sums due and payable by the Customer under the main agreement and the due performance of the Customer's obligations under it;
3. to indemnify us against all loss, damage, costs and expenses incurred by us as a result of any breach of the main agreement by the Customer;
4. that your liability under this guarantee and indemnity is not in any way affected, diminished or discharged by:
 - (a) us granting any time or concessions to the Customer; or
 - (b) any release or variation of any security taken for or on account of the monies and obligations guaranteed by you, or by us abstaining from perfecting or enforcing or failing to realise any security; or
 - (c) any composition or compromise with the Customer or agreement to release or not to sue the Customer; or
 - (d) any variation of the terms of the main agreement, except that you shall not be liable for payment of any sum greater than the amount for which you would have been liable had that variation not been made;
5. that any judgement we obtain against the Customer shall be binding upon you;
6. a certificate signed by us as to the amount of our loss shall (except where plainly wrong) be binding and conclusive on you;
7. to the registration of this guarantee and indemnity and of any certificate referred to in paragraph 6 above for preservation and execution. (This paragraph will only apply for enforcement in Scotland);
8. agree that where this guarantee and indemnity is being given by more than one person, all obligations of the indemnifier shall be construed as joint and several and the expressions "you" or "your" shall mean each of such persons. In the guarantee and indemnity the singular includes the plural and vice versa; and
9. that any demand made by us shall be validly made if served on you personally, or sent by prepaid post to or left at your last known address. If sent by post, the demand shall be conclusively deemed to have been received by you within 72 hours of posting.

You acknowledge that you have received a copy of the main agreement.

ALPHERA Financial Services is a trading style of BMW Financial Services (GB) Limited, Company no. 1288537.

IMPORTANT

You should seek independent legal advice before signing this guarantee and indemnity. You may have to pay instead of or as well as the Customer.

This document is signed as a deed by the Guarantor/Indemnifier and is delivered and takes effect when signed by the Guarantor/Indemnifier.

Signed and delivered as a deed by the Guarantor/Indemnifier	
Signature of Mr Alexander Gyamfi	
Date signed	
In the presence of: Signature of witness	
Name of witness	
Address of witness	

IMPORTANT - USE OF YOUR INFORMATION

During this guarantee and indemnity we (the lender/owner) may obtain information about you from credit reference and fraud prevention agencies to help make decisions about you and the borrower/hirer to ensure your continued creditworthiness, and prevent fraud and money laundering and we may record information about you with them. These checks require us to process your personal information and if you do not provide this information, we may not be able to continue to offer financing.

We use the personal information that we have collected from you, collected from other sources or we have generated about you, which may include your name, date of birth, residential address, address history, contact details (e.g. email address and telephone number), financial information, employment information, identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address and vehicle information (including diagnostic data, mileage and GPS information). We will not store or use vehicle information for any purpose other than as set out below.

Our use of your information:

We will use your personal information in the following ways:

- a) We will keep a record of personal information about you to help us to improve our service to you, including, where relevant and where you have provided your explicit consent, information about your health or mental capacity. Where we do not use your information with your explicit consent, we do so to meet our legitimate interests in improving our service and keeping our records accurate and up to date.
- b) We may use personal information about you and may give details of this guarantee and indemnity, the payments you make under it and any default or failure to keep to its terms, and any change of name or address, to credit reference agencies. This is to ensure that we carry out our contractual obligations to you, and to meet our legitimate interests in exercising our rights under this guarantee and indemnity.
- c) We may make periodic searches of your record at credit reference agencies, and of our own Group Company records, for information on your business accounts to help us manage this guarantee and indemnity, including to take decisions regarding your identity and whether to make further credit available or to continue or extend existing credit. If you tell us you have 3 or less directors and give us information about your directors we may also search and obtain information on their personal credit accounts. We use the following credit reference agencies: Experian, Equifax and TransUnion. It is in our legitimate interests to use such agencies to ensure that our business is not exposed to disproportionate credit risks. We may also check the record of the borrower/hirer.
- d) We will also provide your information to the following fraud prevention agencies for information on you and your directors to prevent or detect fraud and money laundering, and to verify your identity: National Hunter Limited and CIFAS. If you give us false or inaccurate information or we suspect or identify fraud, we will record this and may also pass this information to our Group Companies, fraud prevention agencies and other organisations such as law enforcement agencies involved in fraud prevention to detect, investigate and prevent crime. We do this as we have a legitimate interest in preventing fraud and money laundering.
- e) We may pass your information to the borrower/hirer, to our Group Companies, agents and others for the administration of this guarantee and indemnity, enforcement or settlement, to other third parties when required or permitted by law, such as in relation to any legal proceedings or to investigate or prevent crime, or where you give your permission, or in the process of us transferring this guarantee and indemnity or our business to another organisation. We do this to meet our contractual obligations to you, and because it is in our legitimate interests to exercise our rights under this guarantee and indemnity. If any of these organisations are in the European Economic Area, they will have similar standards of data protection as in the UK; if they do not, then we will make sure that appropriate safeguards are in place to protect your personal information (such as contractual commitments). If any of these organisations are outside of the European Economic Area, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. We will make sure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. If any organisation transfers your personal information to us and if the UK is not deemed to have adequate protections in place to receive and process your personal information, we will enter into contractual arrangements with the organisation to ensure your personal information is protected to an adequate level. For more information on, or to see a copy of, the appropriate safeguards in place please contact us using the contact details set out above.
- f) We and our Group Companies may use your information (including verification of vehicle data. For example, mileage covered), to undertake testing and training and to help us improve the quality of existing and future products and services. Our Group Companies trade under the BMW, MINI, BMW Motorrad, Rolls-Royce Motor Cars, ALPHERA and Alphabet brands.
- g) If you do not repay us in full and on time, to the extent that we exercise our right to repossess the vehicle as set out in the agreement, or we reasonably suspect fraud, we and our service providers may take steps to trace your whereabouts and recover payment from you. Such steps may include **reviewing publicly-available information** (for example on social media feeds) to determine your location and to recover payment. We have legitimate interests in processing your personal information for these purposes, as it will permit us to exercise our rights under this guarantee and indemnity and to prevent fraud where applicable.
- h) We will keep the information we have about you and your account for the length of your relationship with us, and for a period of 6 years after your account with us is closed, whether settled by you or upon default.

What the credit reference agencies will do:

- a) Credit reference agencies will record the details that we give them about this guarantee and indemnity and how you manage it including the personal information you provide to us. If you do not repay in full and on time, they will record the outstanding debt. Account information given to these agencies remains on file for 6 years after the account is closed, whether settled by you or upon default.
- b) If we make a search of your company record at credit reference agencies, the agencies will place on your company credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when you apply for credit in the future. If we make a search of the personal records of any director, the agencies will place on their personal credit file a record of our search. This record of that search (but not our name) will be seen by other organisations when the director applies for credit in the future.
- c) The agencies will link your records and the records of the directors we search with those of your and their financial associate(s), including any previous and subsequent names. A financial associate is a person with whom the director has, or has had, joint personal financial arrangements such as joint accounts or have made joint credit applications. It may be a spouse or partner (not a business partner). These links will remain on their files until they successfully file for a disassociation at the credit reference agencies.
- d) The agencies may supply to us credit information such as previous applications and the conduct of accounts in your name and the name of any directors we search and of your and their financial associate(s) and any business accounts you have, public information such as County Court Judgments and bankruptcies and Electoral Register information, and fraud prevention information.
- e) The agencies use this information to fulfil their legitimate business interests by ensuring they provide an appropriate service to customers and ensuring that their records are kept up to date. The agencies will hold your information for six years.
- f) More information about credit reference agencies and how they use personal information is available at www.experian.co.uk/crain, www.equifax.co.uk/crain and www.transunion.co.uk/crain.

What fraud prevention agencies will do:

- a) Fraud prevention agencies will use your personal information, and information collected from other providers, to prevent fraud and money laundering and to verify your identity. They may also allow law enforcement agencies to access and use your personal information to detect, investigate and prevent crime or pass such information to law enforcement agencies. This is on the basis that we and they have a legitimate interest in preventing fraud and money laundering, and to verify your identity, in order to protect our business and to comply with laws that apply to us. This processing is also a contractual requirement of the financing you have requested.
- b) As part of the processing of your personal information, fraud prevention agencies may make decisions by automatic means. You may automatically be considered to pose a fraud or money laundering risk if this processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct or is inconsistent with your previous submissions or if you appear to have deliberately hidden your true identity. You have rights in relation to this automated decision-making. If you want to know more please contact us using the details above/ below.

- c) Fraud prevention agencies can hold your personal information for different periods of time, depending on how that data is being used. Please contact the fraud prevention agencies for more information.
- d) If you are considered to pose a fraud or money laundering risk, your information can be held by fraud prevention agencies for up to six years from its receipt. In this case, we may refuse to provide the financing and other services you have requested, or we may stop providing existing financing to you. Additionally, this may result in others refusing to provide services, financing or employment to you. Please contact us if you would like more information about our practices.
- e) Some fraud prevention agencies may transfer your personal data to countries inside the European Economic Area (EEA). Countries within the EEA are deemed to have in place adequate levels of protection for personal information. Some fraud prevention agencies may also transfer your personal data outside of the EEA. Where they do, your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under UK law. Fraud prevention agencies will ensure there are appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your information is adequately protected. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.
- f) More information about the fraud prevention agencies we use and how they use personal information is available at www.nhunter.co.uk and www.cifas.org.uk/fpn

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 by, for example, checking details on applications for credit and credit related or other facilities;
- checking details on proposals and claims for all types of insurance; checking details of job applications and employees;
- verify your identity if you or any director we search or your or their financial associate(s) applies for other facilities including all types of insurance applications and claims;
- make decisions on credit, insurance and other facilities, about you, any director we search and your or their financial associate(s) or members of your or their household;
- trace your whereabouts and recover debts that you owe;
- manage credit and credit related accounts and other facilities; and
- undertake statistical analysis, training and system testing.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations use this information in these ways as it is in our legitimate interests to ensure that we manage our business efficiently, avoid fraud and credit risk, provide appropriate products and services to our customers and to ensure that our records are kept up to date.

The information held by these agencies may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under relevant data protection and privacy law.

If you want to receive details of the credit reference and/or fraud prevention agencies from whom we obtain and with whom we record information about you, please write to ALPHERA Customer Services at the above address.

Your Rights

You have certain rights regarding your information. These include the rights to: access your personal information; rectify the information we hold about you; erase your personal information; restrict our use of your personal information; object to our use of your personal information; receive your personal information in a usable electronic format and transmit it to a third party (right to data portability). If you are unhappy about how your personal data has been used please refer to our complaints policy: <https://site.bmw.co.uk/contact-us/financial-services/bmw-financial-services-customer-complaints/>. You also have the right to complain to the Information Commissioner's Office using its website - www.ico.org.uk, which regulates the processing of personal data. If you would like to discuss or exercise such rights, please contact our Data Protection Officer at DataPrivacyOfficer@bmwfin.com.