

We have made some changes to your Agreement which are highlighted below. If you have any queries about these changes, please contact [service-centre@fcagroup.com](mailto:service-centre@fcagroup.com) or at 0344 5614738.

## **Taking reasonable care of your vehicle**

We have expanded on what we mean by taking 'Reasonable Care' of your vehicle:

While you have the vehicle, you are expected to take Reasonable Care of it. You have taken Reasonable Care of the vehicle when you have;

- maintained it in [good condition](#);
- not exceeded its Maximum Annual Mileage;
- had the vehicle serviced regularly, in accordance with the manufacturer's recommendations;
- not done anything which invalidates the manufacturer's warranty;
- maintained and kept in your possession all keys, V5 registration form, immobiliser and other codes relating to the vehicle;
- not done anything that might affect us recovering the full market value of the vehicle.

Please see Condition 6 of the Agreement for further details.

## **TERMINATION: YOUR RIGHTS**

You have a right to end this agreement at any time. To do so, you should contact us at [service-centre@fcagroup.com](mailto:service-centre@fcagroup.com) or at 0344 5614738. You will not have to pay anything to us if:

- (a) You return the vehicle; and
- (b) You have paid at least half the total amount payable under this agreement, that is [\*]; and
- (c) You have paid any overdue instalments; and
- (d) You have taken Reasonable Care of the vehicle.

If you have not taken Reasonable Care of the vehicle, then the amount you must pay us will be increased by that cost. See Condition 11 of this agreement for further information.

*\*this amount is identified in your Agreement*

## **Condition 4**

### **4. Your Options**

4.1 Once you have paid all relevant HP payments and the Administration Fee stated in the HP agreement except the Final HP payment, you have three options. They are set out in clauses 4.2, 4.3 and 4.4 below.

#### **4.2 Option 1**

If you have kept to your side of the Agreement, you may purchase the vehicle by paying us:

- (a) the Guaranteed Future Value (which is an amount equal to the aggregate of the final HP payment and the Option Fee set out in the "Your Repayments" section) and
- (b) any other relevant payments owed by you to us under the HP agreement.

Until you fulfil the above requirements, the vehicle shall remain our property.

#### **4.3 Option 2**

If you have kept to your side of the HP agreement, you may trade the vehicle in against the purchase of new vehicle. If you exercise this option you must fulfil the Option 1 payment requirements stated in clause 4.2 above. If you ask a motor dealer to do this for you, it is still up

to you to make sure all the payments are paid. Until you fulfil the above requirements, the vehicle shall remain our property.

#### 4.4 Option 3

You may return the vehicle to us without paying the final HP payment or the Option Fee. If you chose this option, the vehicle will remain our property at all times. If you exercise option 3, you must:

- (a) tell us in writing at least 14 days before the due date for the payment of the final HP payment, that you wish to return the vehicle to us; and
- (b) return the vehicle (together with all keys, master keys, V5 registration form, immobiliser and other codes relating to the vehicle and anything reasonably necessary to allow us to get full value for the vehicle) to us [or to an auction house](#) or other person we reasonably specify, at your expense and on the date for payment of the final HP payment or such other date we specify, unless you arrange with us for us to collect the vehicle from you. If we arrange to collect the vehicle from you, either because we have agreed with you to do so or because you failed to return the vehicle to us, then you must pay us the reasonable costs and expenses we incur in doing this when we ask, at the rates charged to us by our suppliers which will be notified to you from time to time; and
- (c) allow us to inspect the vehicle to see if you have taken [Reasonable Care](#) of the vehicle in accordance with the terms and conditions of the HP agreement; and
- (d) pay to us anything due under paragraph (b) above, any HP payments which were due to us at the date of termination which you have not paid; any Excess Mileage Charge; the costs of all repairs required to put the vehicle into a reasonable condition (including the cost of repairing or replacing all keys, master key, immobiliser and other codes relating to the vehicle and anything else reasonably necessary to allow us to get full value for the vehicle); [any cost incurred by us because you failed to take Reasonable Care of the vehicle](#) and any sums due to us for breach of the HP agreement by you before the date it comes to an end. Those payments must be made to us when you return or when we collect the vehicle or, if the amount of those payments is not known at [another](#) date, when we ask for them.

## **Condition 6**

### **6. Reasonable Care of the vehicle**

#### [6.1 You are required to take Reasonable Care of the vehicle.](#)

6.2 You must keep the vehicle and all items relating to the vehicle, including all keys and master keys, in good condition and repair. You must operate the vehicle and have the vehicle serviced regularly, in accordance with the manufacturer's recommendations.

#### [6.3 If you do not take Reasonable Care of the vehicle, we may charge you.](#)

6.4 You must pay all repair bills on time. If you do not pay those bills on time we may pay them on your behalf and you must immediately repay to us any payments we make when we ask.

6.5 You must not remove, or allow anyone else to remove, the vehicle's nameplate or identification number. You must not change the vehicle registration number, without prior consent from us.

6.6 You are responsible for any loss of or damage to the vehicle, if:

- (a) you caused the loss or damage; or
- (b) the loss or damage is of a type that is normally covered by a comprehensive vehicle insurance policy.

6.7 You must not modify the vehicle in any way before we give you written consent which we will not withhold unreasonably. If the vehicle have to be modified or altered to comply with any laws which take effect after the vehicle are delivered to you, you must carry out those modifications or alterations at your own expense.

## **Condition 11**

### **11. Early termination or early payment by you**

11.1 You may terminate your agreement in the way set out in the notice in this agreement headed “Termination: Your Rights”. If you do, you must:

- (a) allow us to inspect the vehicle to see if you have taken Reasonable Care of it;
- (b) return the vehicle at your expense at a time and place we may reasonably request;
- (c) pay our reasonable costs if we arrange to collect the vehicle from you;
- (d) pay to us the amount due, if any, calculated in accordance with the terms of the agreement, any payments which were due to us at the date of termination which you have not paid;
- (e) pay us any amount required because you have not taken Reasonable Care of the vehicle.

## **New condition 13**

### **13. Excess Mileage**

The Maximum Annual Mileage is the mileage you agree that the vehicle will travel on average each year during the term of the Agreement. This figure is used by us to assess the Guaranteed Future Value of the vehicle because your annual mileage affects the future value of the vehicle. If you exceed your Maximum Annual Mileage, you have not taken Reasonable Care of the vehicle and as a result, you must pay us the Excess Mileage Charge shown in the section headed “Excess Mileage” for each excess mile (or part of a mile) for each year. The Excess Mileage Charge is a reasonable pre-estimate of our loss. We shall not ask you to pay this charge if you purchase the vehicle from us in accordance with the provisions of the HP Agreement and the vehicle becomes your property.

If your agreement ends early and you have exceeded your Maximum Annual Mileage up to that time, you will be charged the Excess Mileage Charge.

## **CHARGES**

If you pay late, otherwise break the terms of these agreements or if the agreement comes to an end, you must pay us all of the following charges if they apply:

- (a) Interest on any overdue payment from its due date for payment until it is paid, at the interest rate shown (see clause 3.7)
- (b) Late/partial payment charge - £18 (see clause 3.2)
- (c) Our reasonable expenses and costs if we have to find you or the vehicle and for taking steps to obtain payment (see clause 3.2)
- (d) Any insurance premiums we pay if you do not keep the vehicle insured (see clause 7.3)
- (e) Our reasonable costs and expenses incurred in collecting the vehicle if you do not deliver the vehicle to us on termination/voluntary termination, at the rates charged to us by our suppliers (see clauses 4.4(b), 11.1 and 12.3(b)), currently at £139, but it may change in the future.
- (f) The costs of your failure to take Reasonable Care of the vehicle (see clauses 4.4(c), 11.1(c) and 12.3(c))
- (g) The reasonable amount we have lost, if you do not keep the vehicle insured and we suffer a loss as a result (see clause 7.5)
- (h) All taxes, fines and penalties we pay on your behalf (see clause 8.3).

In certain situations you may also have to pay the following:

- (i) Certain charges when these agreements end (see clauses 4.4(a) and (c), 11.1(a) and 12.3(a) and (c))
- (j) The cost of insuring, servicing, repair, modifying and altering the vehicle (see clauses 4.4(c), 6.1, 6.4, 7.1, 7.5, 11.1(c) and 12.3(c))
- (k) The value of the vehicle (see clause 7.4)
- (l) All taxes, fines and penalties for the Goods (see clause 8.2)
- (m) Any payments we make to someone who makes a claim against us (see clause 9)
- (n) Charges for changing the registration number of the Goods - £60 (see clause 3.2)
- (o) An excess mileage charge of £\* per mile in excess of the Maximum Annual Mileage (see clause 13)
- (h) Novation Agreement ([change of name or change of details on the agreement](#)) charge - £120 (see condition 16.3)

These charges may be varied by us [from time to time](#). To do so we will give you at least 30 days' written notice.

*\*the excess mileage charge differs from vehicle to vehicle and the amount is in your Agreement*