Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

Hitachi Capital (UK) PLC trading as Hitachi Personal Finance, 2 Apex View, Leeds, West Yorkshire LS11 9BH

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Title	First Names in full	Surname							
\$!title	\$!firstName	\$!surname							
Customer's address details									
Flat No/House Name \$!houseName									
House No. & Street \$!street									
District \$!district									
Town/City	\$!town	Postcode\$!postcode							

Customer Details (must be a UK resident for at least 12 months)

\$!addressMonth Mo Time at Present Address \$!addressYear Years

Home Telephone Number \$!telephone

Mobile Number \$!mobile

Email Address \$!email

Marital Status \$!maritalStatus Date of Birth \$!dob

Previous Address including Postcode (if less than 3 years at present address)

Flat No/House Name \$!prevAddressHouseN

House No. & Street \$!prevAddressStreet

District \$!prevDistrict

Town/City \$!prevAddressTown Postcode \$!prevAddressPostcod

Delivery Address including Postcode (if different from present address)

Flat No/House Name

House No. & Street

District

Town/City Postcode

Are you moving to this address?

Property Information

Accommodation type\$!accommodation

Do you have a mortgage in your name at the application address? No

Employment Details

Emp. Status \$!empStatus Gross Income £\$!grossIncome

Employer's name \$!empName

Branch/Dept (where you work) \$!branch

Address

Contact No. at work \$!empContact

Time with this employer \$!timeEmployery Years \$!timeEmployerm Mon

Missing Payments

Missing payments could have severe consequences and may result in legal proceedings being taken against you. We will add details of your default to your record with the credit reference agencies which could also make it more difficult for you to obtain credit.

Statement of Account

You have the right to receive, on request, and free of charge, at any time throughout the duration of the agreement a statement in the form of a table showing

a) the details of each instalment owing under the agreement;

Agreement No:



£\$!gsDeposit

Authorisation No:\$!authorisationNo

Credit Intermediary, name and full address including Postcode							
Address	Amazon EU S.a.r.I , Rue Plaetis 5, 2338 Luxembourg, LUXEMBOURG						
Supplier No							
Cappilol 140	70990000 Amazon EU S.a.r.l						
Order No							
	6772643tlk9						
Proof of residence	D. F.						
Droof of signature	- Delivery						
Proof of signature	У						
	'						

Description of Goods/Services and Credit Basket of goods ordered from Amazon £\$!gsBasketOfGo Total Cash Price £\$!asCashprice Amount of Credit (the Amount of Credit will be paid by us to Amazon EU S.a.r.I

Total Charge for Credit £\$!gsTotalcharge Total Amount Payable £\$!qsPayable

Interest Charges

Interest Rate \$!itemInteresper annum, APR \$!itemApr%

once the goods have been dispatched to you.)

The interest and APR are calculated on the assumption that you will make each monthly payment on its due date. Interest at the above Interest Rate has been calculated in advance on the Amount of Credit and applied on the date of the agreement.

Repayments

Duration of the agreement \$litem\/ months. Under this agreement you will pay \$litem\/ consecutive monthly payments of £\$!itemPaym

commencing one month after the date of dispatch of the last item in the basket. Subsequent payments will be due on the same date in each month. We will tell you in writing the date on which the first monthly payment will become due.

Additional Charges

Default interest will be charged at the above Interest Rate on any sums not paid by their due date (see clause 4 of the Terms of Lending of this agreement). Charges will be payable under this agreement in the following events:

- Recalled Direct Debit Charge; £22
- Returned or Recalled cheques or credit/debit card repayments; £25
- Letters sent to you as a result of a breach of your credit agreement; £25
- Issue of a Default Notice; £50

Payments by credit card will be subject to a charge of 2.5% of the amount of the payment. There is no charge for a debit

Charges may also be payable for reasons stated in clauses 8a) and 9b) of the

Terms of Lending of the agreement. We may vary the charges payable under this

agreement by giving you reasonable notice to reflect any variation to the cost and expenses to us in carrying out these activities.

Early Repayment

You have a right to repay the credit early at any time in full or partially. You will need to give us notice. You can do this by calling us on 0844 375 5500.

Declaration by Customer

By signing this agreement you are declaring:

- that you agree to the terms set out on this page and the Terms of Lending provided overleaf;
- that the information you have given to us is correct;
- if you have provided information about your partner, that you are entitled to do so;
- that you realise that we may rely on the information provided to decide whether we should make this agreement
- that you have received a form headed "Pre-Contract Credit Information" relating to this agreement and have been given a detailed explanation of the agreement.

Important - Use of Your Information

- b) the date on which each instalment is due and the amount;
- c) a breakdown of each instalment showing how much comprises -
- i) capital repayment,
- ii) interest payment, and
- iii) if applicable, any other charges.

Ombudsman Scheme

If you have a complaint about this agreement and our complaints process has not resolved it to your satisfaction then you have a right to complain to the Financial Ombudsman Service.

Your Rights

If you receive unsatisfactory goods or services costing over £100 but no more than £30,000 under this agreement, you may have a right to sue the supplier or us or both. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act. Their address is 25 The North Colonnade, Canary Wharf, London E14 5HS.

Your Right To Withdraw From The Agreement

You will have the right to withdraw from the agreement, without giving any reason, for a period of 14 days. The 14 day period will begin on either (a) the day after the agreement is made (which is when it is signed on our behalf at the same time as you sign) or, if later, (b) the day after you receive confirmation that your finance agreement has been accepted, without any changes to the form that you have already signed and retained. You can do this by giving notice to us, either orally or in writing. The telephone number to call is 0844 375 5500 and the address to write to is Hitachi Personal Finance, 2 Apex View, Leeds, LS11 9BH. If you give us notice of withdrawal, the agreement and any ancillary service contract will be treated as if it was never entered into. You must then repay to us without delay (and no later than 30 days after giving us notice) any credit provided. You may repay the credit by credit card or cheque.

S	igned	tor	and	on	behalt	ot	Н	litachi	H	ersona	l	Finance
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We will obtain information about you from credit reference and fraud prevention agencies to help make decisions about you and we will record information about you with them. It is important that you read the "Use of Your Information" notice overleaf before you sign.

This is a credit agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

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Signature of Customer

INSTRUCTION TO YOUR BANK/BUILDING SOCIETY TO PAY BY DIRECT DEBIT



Manager \$!manager \$!bankAddress

\$!bankAddress2

Name of account holder \$laccountHolder
Account Number \$laccountNumber
Originator's Identification Number

Sort Code \$!sortcode

948679

Originator's Agreement Number

Signature(s) of Customer(s)

Date(s) of Signature(s) /

Instruction to your Bank or Building Society

Please pay Hitachi Capital 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 Hitachi Capital and, if so, will be passed electronically to my Bank/Building Society.

Banks and Building Societies may not accept direct debit instructions for some types of account.

TERMS OF LENDING

1. Definitions

'We/us", means Hitachi Personal Finance.

"You", means the customer named on the front page of this agreement.

We will lend the Amount of Credit as set out on the front page of this agreement.

3. Payments

a) You agree to pay the monthly payments shown in the agreement to us by Direct Debit or such other payment method as we may, in our discretion, allow,

b) You may make extra payments at any time. Payments by credit card will be subject to a charge of 2.5% of the amount of the payment. There is no charge for a debit card payment.

a) We may charge you default interest at the Interest Rate on any sum which is not paid by the date it is due. We may charge default interest for each day from when the sum was due until the day it is paid.

b) Interest can be charged before and after any court judgement which may be obtained against you.

5. Early Settlement

a) You can settle this agreement early at any time, in part or in full, by paying us some or all of the amounts you owe us. We will take account of any rebate to which you may be entitled under the Consumer Credit Act 1974. For the purpose of calculating the rebate, the settlement date will be taken to be 28 days after the date you tell us you want to settle (unless the duration of the agreement is longer than 12 months, in which case we may defer the settlement date by a further 30 days). b) If you wish to settle your agreement in part, please tell us. If we receive a payment which is more than your normal monthly payment, or if we receive any additional payment (whether from you or paid on your behalf) we will treat the surplus amount as a partial early settlement unless you tell us otherwise. Your monthly payments will remain the same but we will reduce your last payment and/or the duration of the agreement by adjusting the number of payments, depending on the amount you repay early.

If you fail to pay any monthly payment on its due date, or if any information about you which you provide proves significantly incomplete or inaccurate, or if without our consent you cancel or do not complete a valid Direct Debit Instruction, then we shall be entitled, after the expiry of proper notice, to demand immediate payment of the unpaid balance of the total debt.

7. Release of funds

You authorise us to pay the Amount of Credit to Amazon EU S.a.r.l as soon as the goods/services have been supplied or to inform Amazon EU S.a.r.I if we refuse to enter into this agreement.

a) You must pay our reasonable expenses and those of our agents (including legal costs on a full indemnity basis) for taking steps, including a personal visit or court action, to recover any payment due under the agreement.

b)We may vary the charges payable under this agreement by giving you reasonable notice to reflect any variation to the cost and expenses to us in carrying out these activities.

9. Information about you

- a) You must notify us in writing of any changes of address.
- b) You must pay us on demand the amount of any reasonable expenses or cost incurred as a result of any misleading or inaccurate information given in connection with this agreement or if you fail to notify us of any change of address and we have

10. Allocation of Payments

If any payment you make to us is insufficient to pay off the amount then due to us we will allocate such payment against the different types of transaction which make up the amount due to us in the following order:

- a) any arrears on your account.
- b) any additional expenses and charges due under clauses 3b), 4, 8, or 9b) above.
- c) the monthly payment due on your account.

11. Relaxing the terms of the agreement

If we temporarily relax the terms of the agreement, for instance, by giving you more time to pay, we may at any time decide to enforce the terms more strictly again. Our rights under the agreement will not be affected as a result of any such concession.

12. Assignment

We may assign or transfer our rights under the agreement to an entity that is appropriately authorised. If we do so your rights under the agreement will not be altered by this assignment or transfer.

13. Date of agreement

The agreement will only become binding on us when it is signed on our behalf. It will be made on the date on which it was so

14. Telephone Recording

Telephone calls may be recorded for security purposes and monitored under our quality control procedures.

This agreement will be governed by the law of the area in the United Kingdom where you are domiciled being England, Wales, Scotland or Northern Ireland. You and we agree to the non-exclusive jurisdiction of the courts of England and Wales.

Hitachi Personal Finance is a division of Hitachi Capital (UK) PLC Authorised and regulated by the Financial Conduct Authority. Registered Office: Hitachi Capital House, Thorpe Road, Staines-upon-Thames, TW18 3HP Registered in Cardiff No. 1630491

USE OF YOUR INFORMATION

We. Hitachi Personal Finance, have obligations under the Data Protection Act 1998 to inform you how and for what purpose(s) we will "process" (i.e. collect, hold, use, share, transfer and take other steps in respect of) your personal information. This notice sets out this detail and you should read it carefully. In particular, please review the final section "Consent and Your Rights" in detail.

Personal information is any information relating to you or your financial associates (as defined below), including where used in conjunction with other information. The personal information we will collect and process about you includes the following:

- all the information you provide to us as part of your application for a loan:
- details of the loan you are applying for and the status of your application;
- if your application is successful, bank account details and details of any loan amount, APR and loan duration;
- details of your credit score, the status of your loan, and details of any queries or concerns raised in respect of the loan;
- payment details, payments made, details of any missed payments and information relating to the collection of those payments from you; and
- any other personal information that you provide to us from time to time.

How we and others use your information:

The personal information listed above will be processed and shared for the purposes of reviewing, managing and administering your application and your account (if your application is successful), investigating any queries or concerns with your account, and to supply you with goods and services you have requested.

In addition, some information held by the credit reference and fraud prevention agencies will be disclosed to us and to other organisations, for example to:

- manage your application and deal with any queries;
- manage your credit account(s) and other facilities;
- verify your identity;
- make decisions on credit, insurance and other facilities, about you, your financial associate(s), members of your household or your business:
- prevent fraud and money laundering, for example by checking details on:
 - applications for credit or credit related activity;
 - proposals and claims for all types of insurance;
 - job applicants and employees;
- recover debts that you owe and trace your whereabouts; and
- carry out statistical analysis to help with decisions about credit and account management.

Accordingly, we will also process your personal data (and create anonymous, aggregated data using your personal information) for these purposes.

Who will see your personal information

Your personal information will be processed by us for the purpose(s) set out in this notice (or as otherwise informed to you from time to time). This will include the essential data processing taking place by us and by the Amazon group of companies ("Amazon") to facilitate the grant and administration of your loan and sharing the outcome of our decision to accept or deny your application with Amazon so that Amazon (or third parties selling through Amazon websites) can supply your chosen products to you, if the loan is approved. These are essential steps for your purchase to proceed. In addition, we may also provide Amazon with aggregated / statistical data for the purposes of Amazon's general financial analysis and administration, which may include de-personalised details of your loan and/or account with us.

Your personal information (and that of your financial associates) may also be shared with other third parties providing services to us for the purposes set out above and/or as required or otherwise permitted by applicable laws and/or regulations (e.g. for the purposes of investigation and recovery of any fraudulent applications or missed payments).

Overseas transfer of your personal information

In order to manage and administer your application and your account, and to share information as described in this notice, your personal information may be transferred to other jurisdictions (to the parties and for the purpose(s) set out above). You should note that your personal information may be sent to countries outside the UK and European Economic Area, to a country which does not afford the same level of protection of personal information as in the UK. We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies,

Marketing

We may use your information to tell you about our products and services by letter, telephone, email or text message. We may also use your information to tell you about the products and services of third parties which we think may interest

We may also pass your personal information to other companies in the Hitachi group, or the organisation which introduced you to us, who may use it to inform you by letter or telephone about their products and services or for statistical analysis.

If you do not wish to be contacted in this way please write to Customer Service Team. Hitachi Personal Finance, 2 Apex View, Leeds, LS11 9BH, e-mail us at honomarketing@hitachicapital. co.uk or amend your preferences at any time online by visiting my.hpf.co.uk. Please note that if you provide the same information to us as you provide to any other party (including Amazon) and you ask us to amend, or to stop using, your personal information, that request will not apply to the information that you have supplied to the other party.

Consent and Your Rights

By agreeing to this Use of Information Notice, you are providing your consent to your personal information being collected, shared, transferred and otherwise processed in accordance with the information set out in this notice. Please note that should you withdraw your consent to the data processing set out above then we (and Amazon) may not be able to provide products and services that you request in relation to the making of loans to you for purchasing products.

Please write to the Risk Operations Manager, Hitachi Personal Finance, 2 Apex View, Leeds, West Yorkshire LS11 9BH if you want details of those credit reference and fraud prevention agencies from which we obtain, and to which we pass, information about you. You have a legal right to these details.

You have the right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

If you have supplied an email address or mobile telephone number we may use these to provide you with information about your account.

Phone calls from a landline will be charged at a local rate but calls from mobiles may be more expensive

This guarantee should be retained by the Payer.

THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Hitachi Capital will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Hitachi Capital to collect a payment, confirmation of the amount and date will be given to you at the time of the request.





