

## Terms & Conditions – Hire Agreement regulated by the Consumer Credit Act 1974

### Definitions

Whenever in this Hire Agreement, We say:

**“Business Customer”**, We mean a customer who is a sole trader or member of a partnership with less than four partners, acting for the purposes of Your trade, business or profession.

**“Car”**, We mean the car which You have ordered (as selected in Your Order and specified in Your Handover Protocol) as described in the “Key Financial Information” section of this Hire Agreement.

**“Fixed Hire Agreement”**, We mean a hire agreement with a fixed term (as stated in the relevant order confirmation).

**“Flexible Hire Agreement”**, We mean a hire agreement with a flexible term (as stated in the relevant order confirmation).

**“Insolvency Event”**, We mean any of the following events:

- (A) You make any voluntary (or similar) arrangement with Your creditors or an administrator is appointed or You are subject to insolvency proceedings in any jurisdiction;
- (B) You become bankrupt or insolvent or enter into liquidation;
- (C) You receive a creditor’s statutory demand under the Bankruptcy (Scotland) Act 2016 or are otherwise apparently insolvent; or
- (D) You are subject to any similar proceedings in any other jurisdiction.

**“Monthly Hire Payment”**, We mean the monthly hire payment described in the “Key Financial Information” section of this Hire Agreement.

**“Order”**, We mean the order You place through Our agent Volvo Car’s digital channels for the hire of the Car under this Hire Agreement and the services You will receive from Volvo Cars under the Services Agreement.

**“We”, “Our” or “Us”**, We mean UK Automotive Solutions Limited, or any other company that We assign, transfer or novate Our rights to under section 17.5 (*Assignment and transfer*).

### 1. About Us and Volvo Car UK Limited

1.1 We are UK Automotive Solutions Limited. We are the owner and registered keeper of the Car and hire the Car to You under this Hire Agreement. We work together with Volvo Car UK Limited (**“Volvo Cars”**), who will take care of the Car’s registration and vehicle tax.

1.2 We have appointed Volvo Cars as Our agent to represent Us under this Hire Agreement and You should contact Volvo Cars for any queries related to this Hire Agreement. We will notify You by email if Volvo Cars ceases to represent Us and/or if the below contact information changes.

1.3 You can contact Volvo Cars through the Customer Relations Centre, for example through phone 0800 0318065 or e-mail [volvo-support@volvocars.com](mailto:volvo-support@volvocars.com).

1.4 When You place Your Order You will agree to be subject to these terms and conditions (the **“Terms and Conditions”**). Notwithstanding the generality of these Terms and Conditions, where these Terms and Conditions refer to specific provisions applying to Flexible Hire Agreements or Fixed Hire Agreements respectively those specific terms will apply to You depending on the nature of the Hire Agreement You have entered into.

1.5 To complete Your Order, You must also enter into a separate services agreement governed by the separate Volvo Cars terms of service (the **“Services Agreement”**). For the avoidance of doubt and subject to section 6 (*Termination*), if the Services Agreement is terminated for any reason, this will not mean that You have the right to terminate this Hire Agreement.

### 2. What We Expect From You

2.1 You confirm that You are an individual above the age of 18 and resident in the UK.

2.2 You confirm that all the details You provide in Your Order are true and correct. We may seek proof of Your address as part of Your Order. You must ensure that all information You provide in connection with Your Order is complete and correct. You must keep the details We hold on You up to date and notify Us immediately if Your details change. Please contact the Customer Relations Centre, using the contact details in section 1.3, if You change Your name, residential address, phone number or email address.

2.3 You confirm that, to the best of Your knowledge and belief, You are not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, United Kingdom or US, and that You will not sell, provide or transfer the Car to any such sanctioned person, or to any person located in (a) a country or territory which is, or whose

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government is, the subject of comprehensive sanctions, as may be in place or imposed from time to time, including (but not limited to) Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic region of Ukraine, the so-called Kherson People's Republic region of Ukraine, the so-called Luhansk People's Republic region of Ukraine and the so-called Zaporizhzhia People's Republic region of Ukraine, (b) Russia or (c) Belarus.

If at any time the above confirmation is or becomes untrue, We will automatically and immediately cancel Your Order and/or terminate Your Hire Agreement. We will not be required to compensate You for any such cancellation and termination and, if You have already made payments to Us, We may not be able to repay any such payments according to law.

### 3. How You complete Your Order

- 3.1 To complete Your Order, You will need to fill in all required information on Our agent Volvo Car's digital channels and confirm that You have read these Terms and Conditions (which You will do before You can place Your Order). You will complete Your Order online through Our agent Volvo Car's digital channels, however You can receive assistance with Your Order by visiting one of Our agent Volvo Car's participating retailers. You may be asked for additional information during the eligibility check (which includes an affordability and creditworthiness assessment and credit check). If You are unable to provide this information within five (5) days, Your Order may be cancelled. Upon the submission of Your Order, You will receive: (i) an email confirming receipt of Your Order; and (ii) a copy of this Hire Agreement populated with the details of Your Order for You to review (but not sign). Once Your Order has been approved, You will receive a copy of this Hire Agreement populated with the details of Your Order for You to review, electronically sign and return. If You are unable to electronically sign and return this Hire Agreement within three (3) working days, Your Order may be cancelled (in which case You will need to resubmit Your Order).
- 3.2 Once (and not before) Our agent Volvo Cars has received Your signed Hire Agreement, We will have a binding contract with You. We may in Our sole discretion choose not to

accept Your Order if, for example, the results of Your eligibility check (which includes an affordability and creditworthiness assessment and credit check) and ID verification do not meet the minimum requirements or We cannot take Your First Monthly Payment (if applicable). Upon receipt of Your signed Hire Agreement, Your Order, the document headed "*Hire Agreement regulated by the Consumer Credit Act 1974*", these Terms and Conditions and any details agreed in the Handover Protocol in relation to the handover of the Car shall become this "**Hire Agreement**", and the date of such receipt shall be the date on which this Hire Agreement is entered into. The period of hire under this Hire Agreement will start on the date You actually take delivery of the Car (the "**Delivery Date**") and end at the earlier of five (5) years from the Delivery Date, or the date on which this Hire Agreement is cancelled under section 5 (*Cancellation*) or terminated under section 6 (*Termination*).

### 4. What and How You Pay

- 4.1 Unless We notify You otherwise, You will be invoiced by and pay to Our agent Volvo Cars the Monthly Hire Payment. The Monthly Hire Payment does not include: electrical charging, fuel, or other regular consumables (for example washer fluid); toll charges, congestion charges or any other charges described in the "Key Information" section of this Hire Agreement; insurance costs; or the monthly service payments payable under the Services Agreement. With regards to insurance costs, please see section 12 (*Insurance*).
- 4.2 In certain circumstances You may have to pay additional charges – these charges are described in the "Key Information" section of this Hire Agreement. Certain of the additional charges are calculated on the basis of the daily hire price, which is the Monthly Hire Payment divided by thirty (30).
- 4.3 You will pay the regular Monthly Hire Payment and other charges by Direct Debit, generally on the first working day of each month, until this Hire Agreement is terminated. A working day is a day other than a Saturday or a Sunday on which the banks in England and Wales are open for business. This means that each Monthly Hire Payment relates to Your hire of the Car in the calendar month during which the Monthly Hire Payment is paid (other than Your first invoice

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for the Monthly Hire Payment as explained in section 4.6). Any additional charges or fines will be settled monthly in arrear (usually together with the Monthly Hire Payment).

4.4 You will provide Your bank details as part of Your Order to set the Direct Debit up and Our agent Volvo Cars will send You a copy of the Direct Debit mandate for Your records. Please contact Our agent Volvo Cars if Your bank details change and they will issue a new mandate to You. We may change the details of Our bank into which You pay the Monthly Hire Payment and other additional charges. We will give You reasonable notice in advance of the payment date of any such change. If We change Our payment details, You will need to set up a new Direct Debit. It is important that You ensure, on a monthly basis, that the balance on Your bank account is enough to cover the Monthly Hire Payment and any possible additional charges listed in the "Key Information" section of this Hire Agreement. We will let You know in advance of the payment date if any such charges apply.

4.5 As part of Your Order You may be required to provide Your card details for an advance payment equal to one Monthly Hire Payment (the "**First Monthly Payment**"). The First Monthly Payment (if applicable) will be reserved pending approval of Your Order and will be debited when Your Order is approved using the card details You provided. Continuous payment authority is a process where You provide Your credit and/or debit card details and authorise Us to take one or more payments from Your debit or credit card at the start of or during the term of this Hire Agreement. We will take any First Monthly Payment by a continuous payment authority. By accepting these Terms and Conditions You permit Us to charge the First Monthly Payment (and any other sums due and agreed to be taken by this method) to Your account on the agreed date and, if more than one payment can be made at any time as agreed with You, such other payments. Where We intend to use the continuous payment authority We will inform You in advance of doing so. You may cancel the continuous payment authority at any time by contacting Us to let Us know that You are withdrawing Your permission to take money from Your card. However if You cancel the continuous payment authority before Your First Monthly Payment has been made then this may affect this Hire Agreement. If a payment request is unsuccessful We will

need to make further attempts. We will make a maximum of two (2) further collection arrangements within a 30 day period. You can make alternative arrangements to pay any money owed by contacting Us on 0800 0318065.

4.6 If the Delivery Date is between the 1<sup>st</sup> day and the 25<sup>th</sup> day of a calendar month, Your first invoice for the Monthly Hire Payment will be sent to You on the 25<sup>th</sup> day of that calendar month, and will be payable on the first working day of the following calendar month. Your first invoice will cover hire of the Car from the Delivery Date until the end of the first full calendar month after the Delivery Date. If the Delivery Date is between the 26<sup>th</sup> day and the last day of a calendar month, Your first invoice for the Monthly Hire Payment will be sent to You on the 25<sup>th</sup> day of the first full calendar month after the Delivery Date, and will be payable on the first working day of the second full calendar month after the Delivery Date. Your first invoice will cover hire of the Car from the Delivery Date until the end of the second full calendar month after the Delivery Date. In each case, Your first invoice will be reduced to reflect Your First Monthly Payment (if applicable), which was debited from Your card when Your Order was approved. Further details of the payment process can be found in the [FAQs](#).

4.7 We may change Your Monthly Hire Payment prior to the Delivery Date in certain circumstances – see section 17.2 (*Amendments*) and section 17.3 (*Changes to payments*) for further information. If You do not agree to a change in Your Monthly Hire Payment, You may immediately cancel Your Order and/or this Hire Agreement by notifying Us within 60 calendar days of Us notifying You of such change and We will return any First Monthly Payment that You made and, if this Hire Agreement is a Fixed Hire Agreement, any Advance Hire Payment (as defined in section 4.10). For the avoidance of doubt, any changes made to Your Monthly Hire Payment pursuant to this section 4.7 will not affect or apply to the First Monthly Payment. If You do not notify Us that You wish to cancel Your Order and/or this Hire Agreement in accordance with this section 4.7, You shall be deemed to have agreed to such change.

4.8 You may be required to pay additional fees and charges for late payment of any monthly services fee in the Services Agreement.

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- 4.9 If this Hire Agreement is a Fixed Hire Agreement, sections 4.10 and 4.11 below shall apply.
- 4.10 When You place Your Order, You may select a further optional advance hire payment (an **"Advance Hire Payment"**), which is payable upfront in accordance with section 4.11 below and used to reduce the Monthly Hire Payment over the fixed term of this Hire Agreement.
- 4.11 If You choose to make an Advance Hire Payment when You place Your Order, We will email You an invoice and You must pay the Advance Hire Payment in full before the date specified and in accordance with the instructions set out in the invoice. If You do not pay the Advance Hire Payment in full in the time period specified in the invoice or request a change to the amount of the Advance Hire Payment after You place Your Order, We may cancel Your Order and/or this Hire Agreement.
5. Cancellation
- 5.1 You have the statutory right to cancel this Hire Agreement without giving any reason in the cancellation period. The cancellation period expires after 14 days from the date this Hire Agreement is entered into.
- 5.2 In addition, We voluntarily also give You the right to cancel this Hire Agreement without giving any reason at any time before the Delivery Date. Note this voluntary cancellation right does not apply if You and We agreed to enter into this Hire Agreement as a result of You requesting to switch Your existing car or to change Your annual agreed mileage under another hire agreement that You had with Us for the Car under this Hire Agreement.
- 5.3 If You cancel this Hire Agreement under section 5.1 or section 5.2, there will be no charges, and We will return any First Monthly Payment that You made and (if this Hire Agreement is a Fixed Hire Agreement) any Advance Hire Payment to You. If You wish to cancel this Hire Agreement, please contact the Customer Relations Centre. Your rights to cancel this Hire Agreement are in addition to any other rights to terminate this Hire Agreement.
- 5.4 We also have the right to cancel this Hire Agreement before the Delivery Date if:
- (a) You do not agree to a change to Your Order of the car specification which is required due to circumstances outside Our control (such as semi-conductor shortage);
  - (b) We become aware of an error on Our agent Volvo Car's webpage which affects Your Order and We cannot agree upon a correction with You;
  - (c) this Hire Agreement is a Fixed Hire Agreement and You chose to make an Advance Hire Payment when You placed Your Order, but You do not pay the Advance Hire Payment (as defined in section 4.10) in full in the time period specified in section 4.11; or
  - (d) You fail to pick up the Car within seven (7) days of the Agreed Delivery Date (as defined below) or thirty (30) days from the date You are first contacted to agree the delivery date.
- 5.5 If We cancel this Hire Agreement, We will follow any process and serve any notice required by law.
6. Termination
- 6.1 If this Hire Agreement is a Flexible Hire Agreement, You may terminate this Hire Agreement whenever You want after the Delivery Date, provided You notify Us at least three (3) months in advance. If this Hire Agreement terminates on notice in accordance with this section 6.1:
- (a) the Hire Agreement will continue during the three (3) month termination notice period;
  - (b) You shall return the Car as instructed by Our agent Volvo Cars at the end of the termination notice period; and
  - (c) You will be required to continue to pay the Monthly Hire Payment until You return the Car, and any other applicable additional charges listed in the "Key Information" section of this Hire Agreement, which relate to this period.

If You notify Us that You wish to terminate this Hire Agreement in accordance with this

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section 6.1 (a “**Termination Request**”), and, at any time during the three-month notice period, You request that this Hire Agreement continues beyond the end of the notice period (an “**Extension Request**”), then the three-month notice period will be deemed to have commenced on the date of such Extension Request and this Hire Agreement will continue until the end of that notice period.

6.2 If this Hire Agreement is a Fixed Hire Agreement, this Hire Agreement will terminate automatically at the end of the fixed period specified in the “Key Financial Information” section of this Hire Agreement (the “**Expiry Date**”). You may terminate this Hire Agreement prior to the Expiry Date, provided that You notify Us in writing and You pay the early termination fee as set out in section 6.4(c).

6.3 We may terminate this Hire Agreement immediately if:

- (a) You materially breach this Hire Agreement, for example, You do not hold valid insurance as set out in section 12 (*Insurance*), You fail to service and repair the Car or keep the Car roadworthy as set out in section 14 (*Your Liability*), or act illegally;
- (b) Your circumstances change so that We cannot reasonably be expected to continue this Hire Agreement (such as You becoming subject to sanctions or You suffering a material adverse change in Your financial circumstances) or We become aware that You have committed fraud in relation to Your Order;
- (c) an Insolvency Event occurs;
- (d) You fail to pay Us any amount due under this Hire Agreement despite Our warnings (We reserve the right to refer unpaid invoice(s) to a collection agency if payment has not been received within thirty (30) days of the payment being due);
- (e) You materially violate the dos and don’ts regarding the use of the Car in section 11 (*Dos and Don’ts*);
- (f) Your Car is stolen; or

(g) the Services Agreement terminates.

If this Hire Agreement is a Flexible Hire Agreement, We may also terminate this Hire Agreement at any time after the date falling 42 months after the Delivery Date by giving You six (6) months’ prior written notice.

In the event of a total loss of Your Car, this Hire Agreement will automatically terminate immediately. We will notify You if Your Car is deemed to be a total loss.

6.4 If You terminate this Hire Agreement without providing Us with at least three (3) month’s prior written notice in accordance with section 6.1 (*if this Hire Agreement is a Flexible Hire Agreement*) or prior to the Expiry Date under section 6.2 (*if this Hire Agreement is a Fixed Hire Agreement*), or if this Hire Agreement terminates immediately in accordance with section 6.3:

- (a) You shall, without delay, return the Car as instructed by Our agent Volvo Cars;
- (b) You will be required to continue to pay the Monthly Hire Payment until You return the Car, and any other applicable additional charges listed in the “Key Information” section of this Hire Agreement, which relate to this period; and
- (c) You will be required to pay the early termination fee described in the “Key Information” section of this Hire Agreement and any other outstanding amounts payable to Us under this Hire Agreement (unless otherwise notified).

6.5 You may also be required to compensate Us for any damages, losses and expenses suffered by Us due to the termination of this Hire Agreement in accordance with section 6.3, such as costs related to repossession of the Car and debt collection.

6.6 If You fail to return the Car when required under this Hire Agreement, including as a result of termination of this Hire Agreement, We have the right to immediately repossess the Car. In such situation We may remotely connect with the Car to immobilise the Car from further use and/or to collect the GPS-location of the Car in order to enable Us, or Our authorised partners, to repossess the Car, as and when permitted by law. In doing so, We will comply with all applicable laws

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and guidance. You may have to pay reasonable costs incurred in connection with the steps We may take under this section 6.6.

6.7 If We terminate this Hire Agreement, We will follow any process and serve any notice required by law.

## 7. Your Car

7.1 When You complete Your Order, You may either configure a new car or choose a pre-built car (which, if so specified on Our agent Volvo Car's digital channels, could be a used car). Your Car will be specified in Your Order and the Handover Protocol, or another car which You and We agree will be the Car. Images of cars on Our agent Volvo Car's digital channels are for illustrative purpose only and may slightly vary from the actual Car (for example with respect to colour and accessories).

7.2 There may be circumstances outside of Our control (such as certain car models being unavailable) which may require Us to change the Car configuration prior to the Delivery Date. If this occurs, We will inform You as soon as practicable and We will agree a new car with You, either as a change to this Hire Agreement or under a new Hire Agreement. If We cannot agree, this Hire Agreement will terminate, there will be no charges, and We will return any First Monthly Payment that You made and (if this Hire Agreement is a Fixed Hire Agreement) any Advance Hire Payment to You.

7.3 We remain the owner and registered keeper of the Car during the term of this Hire Agreement, and You do not have the right to purchase the Car at the end of this Hire Agreement.

## 8. Mileage

8.1 This Hire Agreement includes the annual agreed mileage described in the "Key Financial Information" section of this Hire Agreement (which will be proportionally adjusted depending on how long You keep the Car).

8.2 When You return the Car, We will check the mileage recorded on the Car and compare this to Your agreed mileage, which is Your annual agreed mileage adjusted proportionally for how long You have kept the Car. If You have exceeded the agreed mileage, You will be required to pay an additional charge as listed in the "Key

Information" section of this Hire Agreement. We may also check the mileage during the term of this Hire Agreement. Further information on mileage can be found in the [FAQs](#).

## 9. Delivery and Handover

9.1 You will get an estimated delivery date for the Car when You submit Your Order. Our agent Volvo Cars will then, closer to the actual delivery, agree with You the exact date on which You must take delivery of the Car (the "**Agreed Delivery Date**") and confirm the pick-up location. Volvo Cars will handle the delivery and handover of the Car in accordance with the Services Agreement. If You do not take delivery of the Car on the Agreed Delivery Date, You will be required to pay an additional charge listed in the "Key Information" section of this Hire Agreement.

9.2 You must notify Us in writing before the Agreed Delivery Date if You have suffered a material adverse change in Your financial circumstances since Your initial eligibility check.

9.3 The Car will be handed over to You (for the avoidance of doubt, the Car will not be handed over to anybody else) on the Agreed Delivery Date provided that You have successfully met any pre-delivery eligibility checks (which include an affordability and creditworthiness assessment and credit check) that We have completed, We have (if this Hire Agreement is a Fixed Hire Agreement), received any Advance Hire Payment due in accordance with section 4.11, and on handover You:

- (a) present Your valid driving licence (and allow Our agent Volvo Cars to make a copy of it), or, if You do not have a driving licence or Your driving licence does not act as a valid photo ID, present Your current signed passport;
- (b) provide a utility bill issued within the last three (3) months, if Your driving licence does not show Your residential address;
- (c) digitally sign the handover protocol document (the "**Handover Protocol**"); and
- (d) provide details of Your insurance in accordance with section 12.6.

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10. Who May Drive
- 10.1 Anyone who holds a full or provisional (or equivalent) valid driving licence which is accepted in the United Kingdom may drive the Car provided that they are named on an applicable fully comprehensive insurance policy which allows the driver to drive the Car. However, You will be responsible for ensuring that all drivers of the Car comply with the terms of this Hire Agreement. Holders of a provisional valid driving licence may use the Car as permitted by law, provided that such driving is not part of commercial driving lessons and they have fully comprehensive insurance.
- 10.2 If You are not lawfully allowed to drive for any reason, for example, You are banned from driving or if Your driving licence is suspended, has been revoked or has expired, You must not drive the Car and must notify Our agent Volvo Cars immediately.
- 10.3 Please make sure all drivers of the Car are eligible to drive the Car, and are aware of and adhere to the terms of this Hire Agreement, especially the dos and don'ts set out in section 11 (*Dos and Don'ts*). You will be responsible for the actions of any driver You allow to drive the Car as if they were Your own actions.
11. Dos and Don'ts
- 11.1 You must (and ensure all drivers of the Car must):
- (a) comply with all applicable traffic and driving laws;
  - (b) familiarise yourself with and adhere to the Car's operating manuals, instructions and recommendations;
  - (c) always handle the Car with care and consideration and take all reasonable precautions against theft and damage;
  - (d) in the event of any kind of accident, defect or damage, report this to Us without delay and to Your insurer in accordance with Your insurance provider's requirements and ensure that such damage is repaired at a Volvo authorised workshop;
  - (e) in the event of a break-in, theft or collision, please contact Us and consult with the police without delay
- and make sure that all relevant information and documentation is collected and secured;
- (f) keep the details We hold on You up to date and notify Our agent Volvo Cars immediately if Your details change;
  - (g) in the event of a breakdown, please use the functionality in Your Car to connect directly with a service representative; and
  - (h) contact Our agent Volvo Cars without delay if You discover any other damage or defects with the Car or if You have any concerns as to its roadworthiness.
- 11.2 You must not (and ensure all drivers of the Car do not):
- (a) use the Car for any illegal purposes or any purpose or any matter which would invalidate the insurance or would not be covered by the insurance (please see section 12 (*Insurance*));
  - (b) drive the Car off-road or on any roads that are not designed for a Car;
  - (c) make a statutory off road notification (SORN) to register the Car as off the road without Our prior written consent;
  - (d) use the Car for motor racing, driving school exercises, car rental, car sharing services or transportation services (whether of passengers or goods);
  - (e) drive the Car if You are not fit to do so, in particular, due to the influence of alcohol, other drugs or pharmaceuticals, or due to illness. You must, in any case adhere to applicable legal limits;
  - (f) smoke or vape – or let anybody smoke or vape – in the Car (otherwise You will be required to pay an additional charge listed in the "Key Information" section of this Hire Agreement to cover Our costs for cleaning the Car);

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- (g) use the Car to store or transport any highly flammable, toxic, or other dangerous substances;
  - (h) sell, rent or dispose of the Car or any of its parts, or give anyone any legal rights over the Car; or
  - (i) make modifications or repairs to the Car, or instruct others to do so, without Our consent.
- 11.3 In addition to driving the Car in the United Kingdom, You may also drive the Car in the European Union, Iceland, Liechtenstein and Norway for up to 28 consecutive days without Our consent. If You want to drive the Car in these countries for a longer period, or outside these countries, You will need to obtain Our prior written consent.
- 11.4 Any time You drive the Car outside the United Kingdom, You must obtain the required documentation, including proof of insurance. Please contact Our agent Volvo Cars to obtain the required documentation. For the avoidance of doubt, if this Hire Agreement is a Fixed Hire Agreement, You will be responsible for paying any related fees or charges payable to Volvo Cars or any third party and these are not paid by Us on Your behalf. Further information can be found in the [FAQs](#).
12. Insurance
- 12.1 You must have fully comprehensive insurance to cover You and any other individual entitled to drive the Car in accordance with this section 12 in place at all times until the Car is returned, starting on or before the Delivery Date.
- 12.2 You must:
- (a) inform Your insurer that You are neither the owner or registered keeper of the Car; and
  - (b) ensure UK Automotive Solutions Limited is named as loss payee in the policy. In the event of a total loss of the Car, You must ensure that Your insurer will compensate Us (*i.e.* UK Automotive Solutions Limited) for the market value of the Car.
- 12.3 You must have a fully comprehensive insurance policy which:
- (a) allows for authorised repairers of Our agent Volvo Cars to be used exclusively for insurance-related repairs of the Car, using only Volvo genuine parts. Exceptions may apply, for example due to geographical circumstances in certain occasions, but these are subject to approval by Our agent Volvo Cars;
  - (b) covers accidental damage (*i.e.* if the Car is damaged by accident, vandalism or malicious damage, including standard accessories on it);
  - (c) covers damage to windscreen and windows (including possible glass sunroof);
  - (d) covers fire & theft damages (if the Car is lost or damaged by fire, lightning, explosion, theft or attempted theft, including standard accessories on it);
  - (e) covers third party liability cover (*i.e.* damages to other vehicles, damages to property and injury to other people or animals);
  - (f) includes misfuelling cover (at least compensation for draining and cleaning the fuel tank at the filling station, or after being towed to a repairer) if Your Car has a fuel tank;
  - (g) is in Your name (*i.e.* You are the main policyholder);
  - (h) is with an insurance provider that is an authorised provider of motor insurances in the UK approved by the Financial Conduct Authority;
  - (i) has an excess amount of no more than £1,200 in respect of any claim under the policy; and
  - (j) starts on or before the Delivery Date and is in place at all times during this Hire Agreement until the Car is returned.
- 12.4 You are responsible for making sure that Your insurance policy contains accurate information of the Car, its ownership and drivers, such as license plate number, specification (*e.g.* engine type, equipment specification etc.) and named drivers on the

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policy. You do not need to have the same insurance policy during the term of this Hire Agreement, and may change Your insurance policy, provided at all times You have an insurance policy which complies with this section 12. If You change Your insurance policy during the term of this Hire Agreement, You must notify Us immediately and provide details of Your new insurance provider and confirm that Your new insurance policy complies with this section 12.

12.5 We would also recommend that Your insurance policy includes a courtesy car (if not included, You may need to pay for a courtesy car when required in an insurance case if the reason for a courtesy car is not linked to a fault with the Car). Note a courtesy car may be provided by Volvo Cars under the Services Agreement, if this service is specified in Your Order and if this Hire Agreement is a Flexible Hire Agreement.

12.6 Upon collecting the Car, You will be required to provide details of Your insurance provider and confirm that Your insurance policy complies with this section 12.

### 13. Inspection and Return of the Car

13.1 We may at any time request to inspect the Car, in which case You will grant reasonable access to the Car.

13.2 When it comes to the return of the Car (whether in the case of a switch (if this Hire Agreement is a Flexible Hire Agreement) or at the end of this Hire Agreement, or where this Hire Agreement is terminated for any other reason), Our agent Volvo Cars will agree with You in advance the exact date, time and location of the scheduled return, which will normally be a Volvo Cars retailer. You must make the Car available for hand over on the date, at the time, and in the location agreed, unless Our agent Volvo Cars agrees alternative arrangements with You. If You re-arrange the date of Your agreed return later than 12pm one working day before, You may have to pay the additional charge listed in the "Key Information" section of this Hire Agreement.

13.3 Please make sure that the Car is ready to be returned on the agreed date. In particular, make sure that:

- (a) all personal belongings are removed from the Car (We don't assume any liability for the loss of property that is left in the Car);

- (b) any insurance claims have been submitted;

- (c) any damage to the Car has been reported, and such damages have been repaired at a Volvo authorised workshop. You may be liable for necessary repair and maintenance costs to bring the Car to a standard in line with any applicable industry standard relevant to the assessment of fair wear and tear. You can find out information about those standards during the term of this Hire Agreement by contacting the Customer Relations Centre;

- (d) the Car and all accessories, keys and vehicle documents are returned as required under the vehicle return guidelines, which can be found in the [FAQs](#) (the "**Vehicle Return Guidelines**"); and

- (e) the Car is recharged or refuelled in clean condition with any stickers, decals or signwriting removed.

13.4 We will inspect the Car when it is returned. If You do not comply with the return standards as set out in section 13.3 and the Vehicle Return Guidelines, additional charges may apply as listed in the "Key Information" section of this Hire Agreement, for example, if returnable items have been lost or the Car has been rejected on return.

13.5 Your obligations under this Hire Agreement will continue to apply until the Car is returned or as otherwise required by this Hire Agreement. You will pay to Us charges for delayed return as listed in the "Key Information" section of this Hire Agreement unless We caused the delay.

### 14. Your Liability

14.1 You are liable for any losses, damages or theft of the Car. These should be covered by the fully comprehensive insurance policy You are required to maintain under section 12 (*Insurance*), but if Your insurance policy is invalidated or does not cover any such losses, damages or theft, You will be liable.

14.2 You will be responsible to Us for the actions of any driver You allow to drive the Car as if they were Your own actions.

14.3 You are responsible for all fines, charges and court costs, including traffic and toll charges,

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congestion charges, parking, speeding or other offences during the term of this Hire Agreement (even if they are not incurred by You). If tickets, fines or charges are addressed to Us, We may disclose Your personal data to the relevant authority in order for such tickets, fines or charges to be paid by You or one of Your drivers. If We get involved in administrative or criminal proceedings You will pay Our charges as listed in the "Key Information" section of this Hire Agreement. These charges are in addition to the amount of the ticket, fine or charge, which You will be required to pay directly to the relevant authority. In certain circumstances We may pay a ticket, fine or charge on Your behalf. If We do this, You will be required to reimburse Us for the amount We pay as well as the administrative fees listed in the "Key Information" section of this Hire Agreement and any additional costs We incur as a result of the violation. Please note that invoices based on this section 14.3 may be sent to You after the end of the term of this Hire Agreement.

- 14.4 You are responsible for at all times keeping the Car roadworthy and repairing the Car, and servicing the Car at a Volvo authorised workshop when notified that a service is required, in each case in accordance with applicable industry standards. For example, You are responsible for replacing tyres, wiper blades, brake pads and other parts which may be worn out during the term of this Hire Agreement. Note this may be a service provided by Volvo Cars under the Services Agreement if specified in Your Order and if this Hire Agreement is a Flexible Hire Agreement. If You fail to service or repair the Car as required by this section 14.4 at any time, You will be required to pay the additional charge described in the "Key Information" section of this Hire Agreement. This charge is in addition to the fees payable to repair or service the Car, which You will be required to pay directly to the relevant provider. For the avoidance of doubt, if You fail to service or repair the Car as required by this section 14.4 at any time and, when the Car is returned, it does not meet the applicable industry standard relevant to the assessment of fair wear and tear, You will be liable for necessary repair and maintenance costs to bring the Car to the required standard.
- 14.5 You are responsible for ensuring that all mandatory inspections (e.g. MOT tests) take place when due as required by applicable

law. If You fail to have a mandatory inspection performed when required by applicable law, You will be required to pay the additional charge described in the "Key Information" section of this Hire Agreement. Note that the fee payable to an MOT test centre for conducting an MOT test may be covered by Volvo Cars as a service under the Services Agreement, if specified in Your Order and if this Hire Agreement is a Flexible Hire Agreement.

## 15. Our Liability

- 15.1 If this Hire Agreement is a Flexible Hire Agreement and the Car develops a defect or is damaged in a manner which materially impairs Your use of the Car, and the relevant defect or damage is not as a result of Your misuse of the Car and You have not in any other way failed to comply with the requirements set out in this Hire Agreement, We will repair or – at Our choice – replace the Car.

- 15.2 If this Hire Agreement is a Fixed Hire Agreement and the Car develops a defect or is damaged in a manner which materially impairs Your use of the Car, and the relevant defect or damage is not as a result of Your misuse of the Car and You have not in any other way failed to comply with the requirements set out in this Hire Agreement, We will repair or – at Our choice – replace the Car if, and only if, We can benefit from the Volvo warranty provided by Volvo Cars to Us (the "**Volvo Warranty**") in respect of the Car. Please see the terms of the Volvo Warranty [here](#). The Volvo Warranty only applies for 36 months after the registration date, or until Your Car has been driven 60,000 miles – whichever comes first. Please reach out to Our agent Volvo Cars if You would like to extend the warranty period of Your Car.

- 15.3 If You enter this Hire Agreement as a consumer (as defined in the Consumer Rights Act 2015), then the provisions of sections 15.1 and 15.2 are without prejudice to any terms implied by the Consumer Rights Act 2015 as to correspondence with description and/or sample, satisfactory quality, and fitness for purpose. Where you do not enter this Hire Agreement as a consumer, on completion of the handover of the Car (as described in section 9.3 above), You shall be deemed to have selected and examined the Car and found it to be satisfactory. Therefore, all implied

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- conditions, warranties and representations as to the quality and correspondence with description of the Car are expressly excluded.
- 15.4 You must let Us know as soon as You become aware of any defect or damage to the Car. If We replace the Car, We will try to ensure that the replacement car is similar to Your Car in terms of specification, age and general condition, but the availability of specific car models may vary. You and We may agree to enter into a new Hire Agreement to reflect the replacement car. This liability does not cover tyres, brake pads, wiper blades and other parts which may be worn out during the term of this Hire Agreement.
- 15.5 If We breach this Hire Agreement, We are only liable for foreseeable direct losses or damages You suffer that are a foreseeable result of Our breach of this Hire Agreement. We are not liable for any other losses or damages (including indirect and/or consequential losses).
- 15.6 Subject to the circumstances in which We cannot exclude or restrict Our liability set out in section 15.8, Our aggregate liability for all claims arising out of or in connection with this Hire Agreement are limited to six (6) times the Monthly Hire Payment.
- 15.7 If You have any claim against Us, please let Us know as soon as You become aware of it. If You are not sure about whether You should let Us know, please seek legal advice.
- 15.8 Nothing in this Hire Agreement excludes or restricts Our liability to You for death or personal injury caused by Our negligence, for fraud and fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.
16. Supervisory authority for this Hire Agreement
- 16.1 We are an appointed representative of Volvo Car UK Limited which is authorised and regulated by the Financial Conduct Authority. Our firm registration number is FRN 995553.
- 16.2 Volvo Car UK Limited (firm registration number 678616) has permission for consumer hire and accepts responsibility for the regulated activities carried on by Us under and in connection with this Hire Agreement.
- 16.3 You can check these details by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 12 Endeavour Square, London, E20 1JN.
17. Other General Things You Need to Know
- 17.1 *Personal Data:* We and Our agent Volvo Cars are responsible for the personal data processed in connection with this Hire Agreement. All processing will take place in accordance with applicable legislation concerning the processing of personal data and this [Privacy Notice](#).
- 17.2 *Amendments:* We may change the terms of this Hire Agreement (and also the other documents referred to herein) as well as the Monthly Hire Payment and other charges as follows:
- (a) before the Delivery Date, if the changes are to the Monthly Hire Payment to reflect any new or revised government fees, charges or taxes which are decided after the date Your Order is approved but come into force before the Delivery Date or to reflect factors beyond Our control (including, without limitation, foreign exchange fluctuations, increased interest rates and/or increase in labour, material and other manufacturing costs);
- (b) at any time, if the changes are to Your advantage. Our agent Volvo Cars will tell You in advance if this happens;
- (c) at any time, if the changes are to reflect changes (or changes We reasonably expect) in relevant laws and regulatory requirements, new or revised government charges (such as, for example, the introduction of environmental charges applicable to certain types of vehicle), VAT rate changes or other tax changes or implement minor or administrative changes to this Hire Agreement, including changes to the parties to this Hire Agreement or if Volvo Cars ceases to represent Us under this Hire Agreement. Our agent Volvo Cars

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will tell You in advance if this happens; and

- (d) in all other cases, by informing You at least three (3) months in advance of the date from which the changes shall apply to this Hire Agreement.

You should tell Our agent Volvo Cars if You are not happy with the changes, otherwise We will assume that You are happy to proceed with the changes.

- 17.3 *Changes to payments:* Any change to the Monthly Hire Payment will be a fair reflection, as reasonably estimated by Us, of the impact of the change on Our costs in providing the Car under this Hire Agreement.

- 17.4 *Rejecting changes:* If You do not accept any changes notified by Us to You in accordance with section 17.2(d), You may terminate this Hire Agreement as of the effective date of the changes by notifying Us within 60 days of Us notifying You of such changes. If You do not notify Us that You wish to terminate this Hire Agreement in accordance with this section 17.4, You shall be deemed to have agreed to such changes. If You terminate this Hire Agreement because of a proposed change to take effect before the Delivery Date, You will receive a refund of any First Monthly Payment that You made and (if this Hire Agreement is a Fixed Hire Agreement) any Advance Hire Payment. If You terminate this Hire Agreement because of a proposed change to take effect after the Delivery Date, You will receive a pro-rata refund of any Monthly Hire Payment made in relation to the period after the date You returned the Car. In each case, if You terminate this Hire Agreement pursuant to this section 17.4, You will not be required to pay the early termination fee set out in section 6.4(c).

- 17.5 *Assignment and transfer:* You agree that We may assign, transfer or novate any or all of Our rights and obligations under this Hire Agreement to any other person without Your consent provided that the transfer will not prejudice Your rights under this Hire Agreement. You may not assign, transfer or novate any or all of Your rights or obligations under this Hire Agreement without Our prior written consent (such consent to be at all times in Our absolute discretion and subject to any conditions that We may specify).

- 17.6 *Delegation:* We may delegate any of Our obligations under this Hire Agreement to any party with sufficient expertise to comply with

Our obligations. Note We remain the owner and registered keeper of the Car who hires the Car to You and We remain ultimately responsible to You for Our obligations under this Hire Agreement.

- 17.7 *Sharing of information:* We may share information about You and this Hire Agreement with any person to whom We assign, transfer, novate or delegate (or may potentially assign, transfer, novate or delegate) any or Our rights and/or obligations under this Hire Agreement.

- 17.8 *Changes to Our agent:* There may be circumstances where Volvo Cars ceases to represent Us as agent under this Hire Agreement. If this happens, references in this Hire Agreement to Volvo Cars shall be deemed to refer to any replacement agent We may appoint from time to time as notified by Us to You in writing. In addition, You may be required to enter into a new services agreement to replace the Services Agreement You have with Volvo Cars.

- 17.9 *Standard of Service:* If You do not receive the standard of service You expect, or if You think a mistake has been made, please let Our agent Volvo Cars know so this can be investigated, matters can be put right and steps can be taken to prevent it happening again. You can do this by contacting the Customer Relations Centre or such other email address or postal address as may be notified to You by Us from time to time, using the contact details in section 1.3 and providing details of Your complaint. Any formal complaint will be acknowledged within five (5) working days and a final response in writing will be provided within eight (8) weeks).

- 17.10 *Complaints:* If You are not happy with the way that complaints are dealt with, You may be able to refer Your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

- 17.11 *Code of conduct:* Please note that We comply with the applicable code of conduct operated by the British Vehicle Rental and Leasing Association ("BVRLA") and The Motor Ombudsman ("TMO"). These codes set out the standards that all BVRLA and TMO members must adhere to and provide You with the reassurance that We are a

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company committed to delivering the highest industry standards. If We disagree on an issue and You feel that We have not provided a satisfactory solution, You may use the BVRLA Trading Standards Institute-approved alternative dispute resolution or the TMO's in-house automotive dispute resolution service. For further information, please see here - <https://www.bvrla.co.uk/consumer-advice/making-a-complaint-adr.html> and <https://www.themotorombudsman.org/consumers/make-a-complaint>.

17.12 *Waiver:* We (or You) can only waive a breach of this Hire Agreement in writing. If We (or You) waive a breach of this Hire Agreement, this does not mean We (or You) waive any future breach of the same term of this Hire Agreement, or a breach of any other term of this Hire Agreement. If We (or You) fail to enforce any term of this Hire Agreement (at any time or for any period), that does not mean We (or You) have waived that term, or waived the right for Us (or You) to enforce that term in future.

17.13 *Force Majeure:* If We are delayed in performing, or are unable to perform, any of Our obligations under this Hire Agreement due to any event beyond Our reasonable control (including, without limitation, war, armed conflict, natural disasters, pandemics and lock-downs), We will not be deemed to be in breach of this Hire Agreement for the duration and extent of the event and will not be liable to You for any failure to perform Our obligations. This is unless the failure or delay is caused by Our fault or negligence, where We will remain liable to You. We will inform You as soon as practicable if such force majeure event occurs and will make every effort to remedy the force majeure and to limit its effects as far as possible. We always strive to keep delivery times as short as possible, but please note that such circumstances may cause delays compared to the estimated delivery times earlier communicated by Us (because the factory building the Car and/or the logistics chain intended to transport the Car have been negatively affected).

17.14 *Third parties:* This Hire Agreement is for the benefit of You and Us, and no term of it will be enforceable by any other person that is not a party to this Hire Agreement, including any enforcement through the Contracts (Rights of Third Parties) Act 1999.

17.15 *Invalidity:* If any term of this Hire Agreement should be found invalid, You and We agree that the other terms of this Hire Agreement will remain valid and unaffected.

17.16 *Accrued rights and liabilities:* The termination of this Hire Agreement shall not affect any rights or liabilities that You or We have accrued under it including, for the avoidance of doubt, if You and We agree to enter into a new hire agreement as a result of You requesting to switch the Car or to change Your annual agreed mileage under this Hire Agreement.

17.17 *Governing law:*

(a) If You live in England and Wales, the laws of England and Wales govern this Hire Agreement. In the case of a dispute, You (or We) can bring legal proceedings in respect of this Hire Agreement in the competent English courts; or

(b) If You live in Scotland, the laws of Scotland govern this Hire Agreement. In the case of a dispute, You can bring legal proceedings in respect of this Hire Agreement in the competent Scottish courts; or

(c) If You live in Northern Ireland, the laws of Northern Ireland govern this Hire Agreement. In the case of a dispute, You can bring legal proceedings in respect of this Hire Agreement in the competent Northern Irish courts.

### **SPECIAL TERMS IF YOU ARE A BUSINESS CUSTOMER**

18. Introduction

If You are a Business Customer, the following sections 18 to 23 of this Hire Agreement will apply to You.

19. What We Expect From You

Unless You are a sole trader:

(a) the following clause shall replace section 2.1:

*You must have an official registered or main office address in the United Kingdom.; and*

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- (b) the reference to “residential address” in section 2.2 shall be deleted and replaced by a reference to “registered office address”.

20. How You complete Your Order

The following sentence shall be added to the end of section 3.1:

*Please note that the individual signing this Hire Agreement has to be authorised to sign on Your behalf or have a duly signed power of attorney from You (if this is not in place, the individual may be personally held accountable). We reserve the right to require such proof of authorisation before proceeding with Your Order.*

21. What and How You Pay

The following sentence shall be added to the end of section 4.3:

*You may only set-off payments or exercise a right of retention if We do not contest Your counterclaim or if Your counterclaim was finally declared enforceable by a court.*

Each of the following clauses shall be added as a new section 4.7 and 4.8 respectively and the remaining provisions of section 4 shall be renumbered accordingly:

*In the event you fail to make a payment in accordance with this Hire Agreement, interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is 0% or below.*

*We reserve the right to require security from You for Your monthly payments in case We become aware that Your creditworthiness has deteriorated compared to Your initial eligibility check.*

22. Delivery and Handover

The following clause shall replace section 9.3:

*The Car may be handed over to (i) the person appointed in the order as the person receiving the Car, (ii) a person authorised to sign on Your behalf according to official registers or (iii) a person authorised through a duly signed power of attorney. We will then handover the Car only if:*

- (a) *the person receiving the Car has shown Us his or her valid driving licence and, if requested, allowed Us to make a copy of it;*
- (b) *the person receiving the Car is entitled to sign on behalf of You or presents (i) a duly signed power of attorney from You and (ii) the passport or national ID-card (or a certified copy thereof) of the individual who has signed the power of attorney on behalf of You; and*
- (c) *the person receiving the Car has signed the handover confirmation document.*

The following clause shall be added as a new section 9.4:

*In addition to the initial eligibility check, We may also carry out annual eligibility checks on You during the term of this Hire Agreement, and further eligibility checks if You order additional Cars.*

23. Other General Things You Need to Know

The references to “If You live” in section 17.17 (Governing law) shall be deleted and replaced by references to “If Your official registered or main office address is”.

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