



Registered office: Polska 16, Prague 120 00, Czech Republic  
Company Tax ID: CZ 29132070  
www.cezeta.com

## **Battery Lease Hire (Credit) Agreement**

### **1. Introduction**

This is a Hire Agreement. It consists of the terms set out below and in the attached Schedule. We agree to let and you agree to hire the Battery described in the Schedule and any replacement Battery we may supply to you under clause 5 below. Throughout the term of this Hire Agreement we shall be the owner of the Battery as collateral against granting you credit.

### **2. Period of Hire**

The Period of Hire shall be fixed. At the end of this Hire Agreement you will own the Battery.

### **3. Payment**

You must pay each Rental annually in advance. Rentals must be paid in full, without any deduction, set off or counterclaim or any withholding whatsoever. Punctual payment of all Rentals and any other sums which you must pay under this Hire Agreement is essential. If you fail to make a payment we will be entitled to send you a default notice. If you do not pay the arrears by the date mentioned on the default notice, this will show that you no longer consider that you are bound by the terms of this Hire Agreement. This will allow us to take any of the steps referred to in clause 13 below. Payment of all Rentals and other sums due under this Hire Agreement must be made by bank transfer to our nominated bank account. If any Rental or other sum due to us under this Hire Agreement is not paid on time for any reason, you will pay to us interest on that sum until it is paid. Such interest will be charged at the rate of 8% per annum above LIBOR Bank Base Rate (as may vary from time to time). This rate will continue to apply even if we obtain a judgment or other court order against you. You must pay to us our reasonable administration costs and expenses that we incur as a result of your failure to comply with any term of this Hire Agreement. These will include the costs and expenses of administration, including communicating with you (whether by letter or by telephone or otherwise); locating you and the Battery and arranging for its inspection and collection; and legal and other costs and expenses incurred in the enforcement of this Hire Agreement including the costs and expenses of repossessing the Battery, its storage, insurance, and disposal. These costs will be charged at our standard rates which are current at the time such costs are incurred and shall be payable immediately upon request. You will pay VAT on all Rentals and any other sums payable under this Hire Agreement upon which VAT is chargeable. VAT shall be payable at the rate which is current when the payment falls due. The Rentals and Hiring Excess Mileage Charges shown in the Schedule are exclusive of VAT at the rate shown in the Schedule. If the rate of VAT changes, the amounts payable shall be varied to reflect such change.

### **4. Mileage Adjustments/Additional Rentals/Excess Mileage**

The Maximum Contractual Mileage is shown in the Schedule. If at the end of the Period of Hire the Vehicle has been driven in excess of the Maximum Contractual Mileage, then you must pay us, when we ask, the Hiring Excess Mileage Charge for each excess 100 km or part thereof. We may ask you to supply details of the recorded mileage from time to time. If



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we do so you must tell us the recorded mileage as soon as possible after we ask. If for any reason the odometer in the Vehicle fails to work properly at any time during the Period of Hire, you must: a) advise us as soon as possible of the failure and tell us the recorded mileage at that date; b) arrange for the repair of the odometer as soon as possible; and c) tell us when the odometer is repaired. In the event that the odometer fails, we may estimate the mileage for the purpose of calculating whether any Hiring Excess Mileage Charge is due.

## **5. Delivery of the Battery to you/Replacement of Battery**

Upon delivery of the Battery, you may be required to confirm, in writing, the date of delivery of the Battery and Vehicle to you and that at the time of collection the Battery powered the Vehicle. We may, at any time during the Period of Hire, replace the Battery with another Battery which is a similar model and which is of a similar age and charging capacity to the Battery at the time of its replacement.

## **6. Exclusion of liability**

We accept liability for death or personal injury which results directly from our own negligence. However, subject to what we say in clause 7, we shall not be liable for any loss or damage which arises from, or as a result of, any defect in the Battery. We shall not be liable to you in respect of any loss or damage which you may suffer as a result of any delay in delivery or repair or replacement of the Battery or loss of use of the Battery. In particular we shall not be liable to you for any additional costs, fees or charges that you incur such as replacement vehicle, fuel costs, congestion charge or additional parking fees. We shall not be liable to you for damage to private electrical installations, the Battery or the Vehicle where you have failed to comply with the manufacturer recommendations in particular (but not limited to) loss that arises as a result of your: using charging equipment that does not comply with the recommendations of the manufacturer; using installations that are not equipped with the correct charging equipment as recommended by the manufacturer; failing to maintain the Vehicle or the Battery in accordance with the manufacturer/supplier recommendations; failing to service the Vehicle as specified in the maintenance and warranty handbook; carrying out repairs or maintenance yourself or through a repairer that is not authorised and such repairs failing to comply with manufacturer recommendations; damaging the Vehicle/Battery through use in a sporting competition of any type whatsoever; making modifications to the Battery or Vehicle.

## **7. Warranties**

We shall supply you with a Battery that is in good working condition and we shall replace or repair any defective Battery providing you comply with the terms and conditions of this Hire Agreement and the manufacturer recommendations for charging and use of the Battery. We shall provide you with a Battery that has sufficient charging capacity for the term of this Hire Agreement and any extension to the term. The charging threshold is 70% of the Battery's original capacity. You may, at your own expense, instruct a Čezeta Authorised Service Centre to carry out a battery charging diagnostic to test the capacity of the Battery. Should such diagnostic test determine that the Battery threshold capacity is lower than 70%, we



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shall, at our discretion, either: replace the Battery; repair the Battery; or provide such other mutually acceptable solution. The warranty provided at clause 7 does not apply to: components of the Battery that have been modified or the consequences of such modification, including but not limited to: damage to the Vehicle, premature wear and tear, and alterations in performance; maintenance costs incurred by you in complying with the manufacturer recommendations or servicing requirements, and replacement of parts due to normal wear and tear; problems that arise as a result of your carrying out repairs or maintenance yourself, or through a repairer that is not Čezeta or an Authorised Service Partner and such repairs or maintenance fail to comply with manufacturer's recommendations. The geographical extent of the warranty provided is restricted to countries in the European Union, Switzerland, Norway and Monaco. The warranties contained in this clause 7 shall continue to apply notwithstanding that the Vehicle in which the Battery is incorporated is being driven for a period not exceeding one month by the nominated driver as a tourist outside the geographical area set out in clause 7.

## **8. Insurance and risk**

You are responsible for the Battery from the time of delivery and from this time the risk of loss or damage shall pass to you. You are responsible for arranging insurance for the Battery from the time of delivery. Insurance cover must be effected with the same reputable insurer through whom you insure the vehicle and under the same fully comprehensive policy that you insure the vehicle so that the battery is covered with the same level of cover. You must keep the Battery so insured throughout the currency of this Hire Agreement or otherwise whilst the Battery is in your possession or under your control. The insurance must cover the Insured value of the Battery (as defined in clause 19). You will be responsible for any uninsured losses. You must tell your insurer that we own the Battery and that you hire it from us under this Hire Agreement. You must show us the policy on request. You must pay all insurance premiums on time and comply, in all respects, with the terms of your policy. In the event that the Battery is damaged, you must use any monies paid to you by your insurer to repair the Battery at Čezeta or an Authorised Service Partner, if it can be repaired. You must advise us if the Battery is damaged and we will have the right to arrange for its repair ourselves (subject to our consultation with your insurers). If the Battery is a total loss (or your insurer decides that it is a total loss) because it has been lost, stolen, destroyed or damaged beyond economic repair (whether or not this is your fault), the date on which the Battery is declared to be total loss will be determined by your insurer and: you must inform us immediately, in writing, of what has happened; you must continue to pay the Rentals until such time as we have received settlement in full; the hiring of the Battery under this Hire Agreement shall come to an end (after we have sent you any notice which we are required to send you by law); you will, immediately upon request, pay us the Total Loss Sum (calculated in accordance with clause 19 below); you will do all you reasonably can to arrange for your insurer to make prompt payment direct to us. You hereby authorise your insurer to make such payment; you agree that we may, if we wish, negotiate any settlement of your insurance claim with your insurer on your behalf. You agree to be bound by such settlement; if you receive any money direct from your insurer, you will pay that money to us immediately. Until you make payment, you will hold such money on trust for us; and we will



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apply any sums received from your insurer against the sums due and any other sums due to us under this Hire Agreement. For the avoidance of doubt you will be responsible for the payment of any shortfall between any amount paid by your insurer and the Total Loss Sum, which shall be payable immediately upon request. We shall pay to you any surplus. If the Battery is stolen you must report the theft to the police and take any action requested by your insurer. If the Battery or Vehicle is stolen but recovered within 30 days you must still notify us that the theft has occurred.

### **9. Care of the Battery: Maintenance and Repair - Your Obligations**

You must, at your own cost: take reasonable care of the Battery; ensure that the Battery is properly maintained and kept in good repair and condition at all times and serviced in accordance with the recommendations of, and at the service intervals specified by, the manufacturer; make good all damage to the Battery, whether or not such damage is your fault, as soon as is reasonably practical repairing and/or replacing parts where necessary; promptly carry out such testing and modifications to the Battery as may be required by law; and ensure that any such servicing, maintenance, repair and modification is carried out by Čezeta or an Authorised Service Partner. Without prejudice to your obligations in clause 9 you must: inform us immediately in the event that the Battery becomes unfit for use for any reason; ensure that accurate service records are maintained at all times and that the servicing agent completes and stamps the servicing record after each service; and promptly comply with any manufacturer's recall of the Battery.

### **10. Charging and Use of the Battery**

The Battery may only be used to power the Vehicle identified in the Schedule. You must comply with the recommendations of the manufacturer in your use, charging and storage of the Battery. These recommendations will be supplied to you at the time the Battery is supplied. You must follow the instructions of the manufacturer with respect to charging the Battery whether on standard or fast charge. The Battery may only be charged: at a charging station; or by using your home charging point (being a wall power point installed by a suitably qualified electrician). You must follow the instructions of the manufacturer designed to optimize use of the Battery by following recommendations such as those in relation to temperature, charging and trips. If you use the Battery in a way that does not comply with its intended use, or in breach of these terms or a legal requirement you shall pay and be responsible for all fees, costs, liabilities and expenses that arise as a consequence. You must comply with the maintenance and servicing requirements for the Vehicle in which the Battery is used. Such Vehicle maintenance must be carried out by a Čezeta or an Authorised Service Partner. You must not perform any work on the Battery yourself, nor allow any unauthorised repairer to perform any work on the Battery. You must inform us immediately in writing if you move address or if you change the location where you normally keep the Battery. You must allow us and/or our agents to inspect the Battery on reasonable notice. As we own the Battery, you must respect our rights of ownership and you must not: claim ownership yourself; sell the Battery or try to sell it; sub hire or otherwise allow any other person to obtain any rights over the Battery; pledge the Battery or use it as security or allow any lien to be exercised over it; dispose of the Battery. You may, without needing our



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prior consent, take the Battery to any country listed within clause 7 above for a period not exceeding one month at any one time. Otherwise, you may not take the Battery outside the country of delivery without our prior written consent. Whenever the Battery is taken to another country, you must ensure that it is comprehensively insured for the Insured value (defined in clause 19) and for any claims for loss or damage caused by the Battery or its use (in accordance with your insurance obligations in clause 7 above). You will be responsible for all costs of returning the Battery to the country of delivery of the Battery. Any alteration or modification required by law must be carried out by Čezeta or an Authorised Service Partner in accordance with the terms of the Warranty.

### **11. Recovery Service**

Recovery services will be provided by the service provider that we choose from time to time. The current provider of Recovery Services is Europ Assistance. We will notify you of any changes to the service provider. Recovery service benefits of 1-year are included for free.

### **12. Our right to end this Hire Agreement**

We may end this Hire Agreement after giving any written notice required by law if: you are an individual, a petition for your bankruptcy is presented, a bankruptcy order is made against you or you enter into a voluntary arrangement with your creditors; or you are a partnership, the partnership is for any reason dissolved or an administrator is appointed over some or all of the partnership assets; or a meeting of your creditors is called; or the Battery is lawfully seized or detained or made the subject of a court order; or you do not pay any Rental or other sum owing to us under this Hire Agreement; or you are in material breach of any of the other terms of this Hire Agreement; or you have given us any information, in connection with this Hire Agreement or any other agreement we may have with you, which we have reasonable grounds to believe is false or misleading; or we have reasonable grounds for believing that our interest in the Battery is at risk.

### **13. What we may do following your breach**

If you have shown that you no longer consider that you are bound by the terms of this Hire Agreement either by your failure to make payment of any Rental or other sum under this Hire Agreement when it has fallen due, or by your breach of any other term of this Hire Agreement, we may (by written notice or by retaking possession of the Battery) accept that, and such acceptance will bring this Hire Agreement to an end. If this Hire Agreement has terminated under this clause 13, you will no longer have possession of the Battery with our consent. You must immediately (and at our option) either return the Battery to us to such place as we may reasonably specify (at your own risk and expense) or let us collect it from you. You agree that we (and/or our agents) may enter any property which you occupy or which is under your control for the purpose of collecting the Battery and that we (and/or our agents) may take all reasonable steps (including force) to enter such property for this purpose. You will also have to pay the sums set out in clause 14 below.



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#### **14. What you must pay following early termination of the hiring and/or the ending of this Hire Agreement following breach of this Hire Agreement by you.**

Following either termination of the hiring of the Battery or the ending of this Hire Agreement, you must immediately pay us upon demand: all Rentals and any other sums under this Hire Agreement which have already fallen due for payment but which you have not paid as at the date of the Termination Event (plus interest on those sums in accordance with clause 3.3 above); and any Excess Mileage Charges; and as compensation, liquidated damages for your breach of this Hire Agreement, the total of the Hire Elements (as specified in the Schedule) of each Rental which would have fallen due between: the date of the Termination Event and the expiry of the Period of Hire; less an allowance for our accelerated receipt of 4% per annum on each such Hire Element calculated for the period from the date we receive payment until the date when the corresponding Rental (of which that Hire Element forms part) would otherwise have fallen due but for the Termination Event; and if you have failed to return the Battery, a sum equal to its Insured Value at the date of the Termination Event. "Insured Value" means the amount (indicated as such in the Schedule) being an amount to offset any financial loss suffered by us in the case of damage or total loss of the Battery. The Insured Value will reduce by 10% each calendar year, reduction beginning at the start of the second year of this Hire Agreement; and any costs incurred by us as a result of your breach (in accordance with clause 3); and damages for any loss we suffer as a result of your breach. Your obligation to make payment of any sums under this clause will continue even though the Hire Agreement may have terminated. Against any amounts due from you under clause 14 we shall give credit in respect of the difference between: the value of the Battery at the time when it is either repossessed by us or returned to us; and the value of the Battery at the end of the Period of Hire, as originally estimated by us at or around the date of commencement of the Period of Hire, had the hiring of the Battery or this Hire Agreement not otherwise ended. Our calculation of the amount of such difference in values, shall, in the absence of manifest error, be binding on you. Notwithstanding the provisions of this clause 14, the amount due to us under clause 14 shall be payable immediately upon our demand. If any credit under this clause 14 is not calculated until after you have paid the said amounts we shall pay you the amount of such credit as soon as is reasonably practicable after we have calculated the amount of credit. However, the amount of such credit shall not, in any event, exceed the amount you have paid to us under clause 14.

#### **15. Sale of the Vehicle**

You must tell us if you sell the Vehicle and you agree to complete and return to us such documentation that we provide to you from time to time for the purpose of providing us with the name and address of the buyer of the Vehicle. You must tell the buyer of the Vehicle that the Battery is owned by us and hired by you. This Hire Agreement will continue and you will be responsible for payment of the Rentals under this Hire Agreement subject to clause 16 below. Where you trade the Vehicle in at an authorised dealer or other business you must provide us with the contact details of the business that has purchased the Vehicle and the date of sale. You shall obtain and we may ask you to provide a signed trade in note as proof of the date of sale.



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## **16. Ending of the Hiring – transfer of Rental Obligations – return of the Battery**

If you own the Vehicle and sell it: a) where the buyer is a dealer you must provide us with the contact details of the dealer in accordance with clause 15 above. The date of the sale (as evidenced by the signed trade in note) shall be the date on which your obligation to pay Rentals comes to an end, or b) where the buyer is an individual you must provide us with the name and address of the buyer and any other details we may reasonably ask for. We will send the buyer a new hire agreement for the Battery. Once the buyer returns the new hire agreement to us duly signed your obligations (including but not limited to your payment obligations) under this Hire Agreement shall end. Until we receive the signed hire agreement your responsibilities under the Hire Agreement shall continue. c) If your buyer is subject to the circumstances set out in clauses 12 then they will not be eligible for a hire agreement for the Battery and, we will not send out a new hire agreement to them. In these circumstances this Hire Agreement shall continue and you will continue to be responsible for the payment of Rentals under this Hire Agreement. If you fail to notify us under clause 16, notify us late, or return the Battery to us late we shall charge you a fee for the use of the Battery in an amount equal to the Rental shown in the Schedule unless you notify with appropriate supporting evidence that late return is due to a force majeure event beyond your control. In the event that the Battery is not returned to us at the end of this Hire Agreement for any reason other than Total Loss under clause 8 above; or the sale of the Vehicle by you in terms of clause 16 (and subject to our entry into a new hire agreement) then we may take proceedings for recovery of the Battery.

## **17. Data Protection Notification**

Your Application: To help us to decide whether we should enter into this or any future agreement with you, we will use: information that you have given us; and information that we have received following enquiries made about you; and information that we obtain from your performance of this and/or any other agreement you have with us. Use and Disclosure: If we enter into this Hire Agreement with you, we may disclose to the Credit Reference Agencies information about you, this Hire Agreement and the conduct of your account (including your payment record). It is important that you give us accurate information. In the interests of fraud prevention, we will check your details and if you give to us false or inaccurate information, and we suspect fraud, we will record this. Such information may also be disclosed to: other lenders; any associated or connected motor manufacturer from whom we purchase the goods, their subsidiary or associated companies or their holding company (Associated manufacturers); the supplier of the Battery, and any other motor dealer ("the Dealer"); and any other person or company we may select from time to time for the purposes of: considering any future applications for finance and finance related services such as insurance that may be made by you or any member of your household; fraud prevention, tracing debtors and recovering debt; and administering your account. We, the Credit Reference Agencies and the Fraud Prevention Agencies may also use the information for statistical analysis about credit, insurance and fraud, and we may also use the information to carry out market research. Fraud prevention agency records will also be shared with other



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organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household. Marketing: The information that we hold about you may also be used for the purposes of advising you about our services and products and those of third parties.

**18. Calculation of Total Loss Sum** For the purpose of clause 8, the Total Loss Sum shall be a sum equal to the Insured Value of the Battery (being the amount indicated as such in the Schedule) less (i) a 10% deduction for each complete calendar year of the Hire Agreement, reduction beginning at the start of the second year of the hire; and (ii) any amount received from an insurer in respect of the Battery, plus (iii) any other sums due and owing under the Hire Agreement.

**19. Assignment** We may assign, novate or otherwise dispose of any or all of our rights or obligations under this Hire Agreement at any time by notice in writing to you. You may not do so.

#### **20. Joint and Several Liability**

If "you" are two or more persons, the obligations of each such person will be joint and several. This means that each person shall be fully responsible for making the payments required under this Hire Agreement and otherwise complying with its terms. If any person is in breach of this Hire Agreement, we may, at our option, sue that person or any or all of you.

#### **21. Forbearance**

We may decide, from time to time, not to enforce some or all of our rights under this Hire Agreement. If we do this, we will not be prevented from subsequently enforcing those or other rights.

#### **22. Governing Law and Jurisdiction**

This Hire Agreement shall be governed by and construed in accordance with the laws of the Czech Republic. Each party agrees to submit to the exclusive jurisdiction of the Czech courts in respect of any claim, issue or matter arising out of or in connection with this Hire Agreement whether contractual, non contractual, civil or commercial.

On behalf of Cezeta Motors s.r.o.

In Prague, 23 May 2017



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Neil Eamonn Smith, Director



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## Schedule

### Battery Lease (Credit) Agreement #

#### Granter details

Cezeta Motors s.r.o registered office at Polska 16, Prague 120 000, Czech Republic

#### Customer details

Title

Name

Address

Postcode

Telephone

Email

#### Vehicle and Battery details

Vehicle Serial # / Nominal capacity:

Battery type: Panasonic

Battery serial #

#### Credit details

Period of credit: 5 years

Credit amount per month payable monthly in advance (excl VAT) (01 / 02): 42€ / 56€

Date of commencement of agreement: Midnight on

Date of end of agreement: Midnight on

Maximum contractual mileage: 60.000km

Excess mileage rate (excl VAT) per 100 km (01 / 02): 5€ / 8€

Insured value of the battery (excl VAT) (01 / 02): 2500€ / 3333€