



## **VOLKSWAGEN GROUP UNITED KINGDOM LIMITED (“Volkswagen”) VEHICLE LOAN AGREEMENT**

**The Borrower:** [Insert name and driver licence number]

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**Loan Period:** [Insert agreed time period]

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**Vehicle:** [Insert vehicle details and registration number]

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### **The Borrower must confirm the following (please tick):**

- I am over the age of 25.
- I have a valid UK driving licence
- I will not take the Vehicle off road (unless previously agreed in writing by Volkswagen)
- I will not take the Vehicle out of the UK (unless previously agreed in writing by Volkswagen).

### **Terms and Conditions**

The following terms and conditions apply to the loan of all vehicles loaned to the Borrower by Volkswagen (the “Vehicles”) for the Loan Period agreed between the parties in respect of each Vehicle (“the Loan Period”).

#### **1 Vehicle Insurance**

The Vehicles are to be fully insured by Volkswagen under comprehensive motor insurance cover to the Vehicle’s full replacement value for the entire Loan Period. The Borrower will be liable for the payment of up to £1,000 of insurance excess in the event of any damage to the vehicle.

Volkswagen UK must be informed immediately of any accident, theft or any damage whatsoever caused to the Vehicles or any part of them.

**The Borrower shall indemnify Volkswagen UK in respect of all costs, expenses, liabilities, injuries, losses, damages or proceedings (in each case, whether direct, indirect or consequential) which Volkswagen UK incurs or suffers, howsoever caused, out of or in connection with any fines (including parking fines), penalties, charges (including London congestion charge) or offences incurred or committed in respect of the Vehicles under any relevant road traffic or other legislation).**

#### **2 Volkswagen Assistance (roadside recovery service)**



The Vehicles are covered by Volkswagen Assistance. In the event that the service is required, the Borrower shall contact Volkswagen Assistance direct on 0800 777192 stating the Vehicle registration number.

### **3 Maintenance**

The Borrower shall ensure that the correct tyre pressures, engine oil level battery fluid level, screen wash, coolant levels and automatic transmission oil level (where fitted) are maintained throughout the Loan Period at the Borrower's expense.

### **4 Delivery**

Delivery of any Vehicle shall take place when the Vehicle is delivered to the Borrower's premises or made available for collection by or on behalf of Volkswagen UK.

All Vehicles should be inspected by the Borrower on delivery. Any defects or discrepancies must be noted on a Vehicle Movement Record, signed by the delivery driver and notified to Volkswagen UK immediately.

Any defects or discrepancies noted on delivery of any Vehicle to the Borrower will be rectified by Volkswagen UK provided such work is performed by an authorised Volkswagen UK retailer or Authorised Repairer in accordance with the manufacturer's recommendations and using Volkswagen original parts.

### **5 Vehicle Return Procedure**

The Vehicles shall be returned in a clean and roadworthy condition. The Vehicles must be available for collection or returned from 09:00 hrs and before 17:00 hrs on the agreed date. In the event of failure to return the Vehicles, as agreed, the Borrower grants Volkswagen UK an irrevocable licence to enter upon the Borrower's premises where the Vehicles are stored to repossess the Vehicles and the Borrower hereby indemnifies Volkswagen UK against all claims or rights or action arising therefrom.

### **6 Returns Inspection**

Any damage existing at the time of collection or return must be noted by the Borrower on the collection advice note. All Vehicles will be subject to thorough inspection by Volkswagen UK or its authorised representative within 3 working days of return. Costs incurred for any rectification work will be referred to Volkswagen UK for investigation, which may result in charges for such damage being passed onto the Borrower.

### **7 Fixed Penalty Notices**

All fixed penalty notices, parking fines, speeding on camera, fines as a result of bespoke congestion charging schemes, use of handheld mobile phones when driving etc; incurred during the Loan Period, are the sole responsibility of the Borrower (whether notified directly by the relevant authority or the Company). Failure to settle fines at the time of imposition will result in an additional administration charge of £25 plus VAT, payable to Volkswagen UK.

The Borrower is not permitted to smoke in the vehicle and will comply with the requirements of the No Smoking laws and regulations of England, Northern Ireland, Scotland and Wales



and indemnifies the Company against any claims which may be brought against the Borrower pursuant to any such legislation.

## **8 Vehicle Use**

The Vehicles are provided in connection with the purposes stated in the terms and conditions of the Tiguan 'People's Reviewer' Competition. Volkswagen UK reserves the right to recharge the Borrower the cost of any required repairs where a Vehicle has been subjected to unreasonable use or abuse.

## **9 Property**

Title in the Vehicles shall remain with Volkswagen UK at all times. The Borrower acknowledges that it only holds the Vehicles as a mere bailee. The Borrower shall not without the prior written consent of Volkswagen UK sell, offer to sell, assign, lease, mortgage, charge, encumber or part with possession or otherwise deal with any of the Vehicles nor create or allow any lien over the Vehicles. Any breach of this paragraph shall entitle Volkswagen UK to terminate the Agreement with immediate effect and recover any proceeds of sale from the Borrower.

## **10 Termination of Agreement**

Termination of this Agreement for whatever reason is without prejudice to the rights duties and liabilities of either party accrued prior to termination. The provisions of this Agreement which expressly or by implication have effect after termination shall continue to be enforceable notwithstanding termination. Volkswagen UK may terminate this Agreement upon breach of any conditions by the Borrower.

Upon termination of this Agreement, the Borrower shall promptly deliver up to Volkswagen UK the Vehicle in its possession, custody or control in the manner and at the location as Volkswagen UK may direct. In the event of failure to return the Vehicles, the Borrower grants Volkswagen UK an irrevocable licence to enter upon the Borrower's premises where the Vehicles are stored to repossess the Vehicles and the Borrower hereby indemnifies Volkswagen UK against all claims or rights of action arising therefrom.

## **14 General**

The construction, validity and performance of this Agreement shall be governed in all respects by English Law and the parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in any proceedings which may arise out of or in connection with this Agreement.

Neither of the parties shall be entitled to assign or otherwise dispose of this Agreement or any interest or benefit arising under this Agreement in any manner whatsoever whether in whole or part.

This Agreement constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof and no variation to this Agreement shall be binding unless made in writing and signed by a duly authorised signatory of both parties.

Agreed and accepted



for and on behalf of the Borrower

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Name: .....