

Bill of Sale Customer Information sheet

This is an information sheet for borrowers who are offering their vehicles as security for a loan. Car Cash Point (“we”) are regulated under the Consumer Credit Act 1974 (as amended), and the security is offered by a Bill of Sale, under the Bills of Sale Act 1882. We have signed up to the Industry Code of Practice (you can find the full Code of Practice on our website).

The following is written in plain English to explain what this means for you. However, this information sheet is not a comprehensive guide and independent legal advice should be obtained if you are unsure of your rights or liabilities under a bill of sale. This document is provided as guidance to you and does not form, or amend, any loan agreement we enter into with you.

What is a Bill of Sale?

A Bill of Sale, or Log Book Loan, is what gives us our security over your vehicle. This means that:

Until you have repaid your loan **we are technically the legal owner of your vehicle**. However, you can still keep driving it and once you have paid off your loan the ownership goes back to you.

The Bill of Sale will be registered with the High Court in London and the register is open to public inspection.

If you default on the payment of your loan, or other terms within the loan agreement, we will have the right to serve a Default Notice on you under the Consumer Credit Act 1974. If you do not make good the default, within the time stated in the notice, **we will be entitled to take possession of your vehicle and sell it. You should note that we do not need a court order to repossess your vehicle.**

If your vehicle is repossessed and sold for an amount of money that is insufficient to pay off the money you owe us **you will still have to pay the shortfall. The sale of the vehicle does not put an end to the loan.**

What can you expect from us?

We will:

- Lend responsibly and treat our customers fairly and with due consideration.
- If we apply charges to your account we will only do so where such charges are reasonable and to recover costs we have incurred.
- If you have a material change of circumstances we will take this into consideration and may agree to reduce your repayments until such time as you are able to continue with your original contractual repayments.
- If you have a complaint we will take it seriously and deal with it properly and promptly.
- Until we have terminated the loan agreement you may return the vehicle to us in full settlement of the debt to us, provided that instructions have not already been issued to an authorised person to recover the vehicle and you act in good faith and the vehicle has not been maliciously damaged.
- We will only repossess a vehicle after we have taken reasonable steps to obtain contractual payments from you by other means.
- If we do repossess your vehicle we will provide you with a 14 day period in which to repay the debt and re-purchase it or we may reach an alternative suitable agreement with you. If we do have to sell the vehicle we will endeavour to obtain the best price for it. If the vehicle is sold for an amount more than you owe then we will pay the excess amount to you.
- Repossession is an expensive process. If we are forced to recover the vehicle on which your loan is secured significant extra costs may be added to your account.

What do we expect from you?

We require that you:

- Make your payments on time and in the right amount.
- If your circumstances change you should contact us immediately to discuss any problems that you may have with keeping your payments up to date.
- We expect you to look after and maintain the vehicle to the same condition (subject to reasonable wear and tear) as it is now (i.e. at the time you borrow from us), and keep the vehicle insured in accordance with our agreement with you, until you have repaid all amounts due to us, unless we agree to waive these requirements.