



Vendor Finance Dealer Contract:

Limited Company

☐

Sole Trader

☐

Partnership

☐

Dealer Principal: _____ Mobile no.: _____

Second Contact: _____ Mobile no.: _____

Legal Name: _____ Trading as: _____

Address: _____

Telephone no.: _____ Fax no.: _____

Email address: _____

Website Address: _____ Years Trading: _____

VAT number: _____ CRO number: _____

Directors

1) Name: _____ Address: _____

% Shareholding in company: _____

2) Name: _____ Address: _____

% Shareholding in company: _____

3) Name: _____ Address: _____

% Shareholding in company: _____

Commencement Date: ____ / ____

Is the premises Owned or Let or Other? If other, please give details _____

Has a Tax Clearance Cert been provided? Yes / No

Dealership insurance policy / reference number _____

Does the dealer have SIMI Membership? Yes / No

Bank Details: BIK _____ IBAN _____

Dealer's Obligations

- We/I will adhere to all necessary Vat responsibilities in relation to the sale of the vehicle whether Margin Scheme or Vat Qualifying and will outline the Vat treatment of the vehicle to the Finance Company on each invoice supplied.
- We/I confirm that any vehicles invoiced to the Finance Company have verified, unaltered and accurate mileage and have not been subject to any write off under any insurance policy and is of merchantable quality.
- We/I acknowledge that Vendor Finance will not accept any responsibility for cancelled agreements due to this fact being concealed because of erroneous information being provided.
- We/I confirm that the vehicle being sold is not subject to any other finance agreement including stocking loan facilities.
- We/I agree the title to the vehicle will pass to the customer free of all encumbrances immediately on the payment of the purchase price of each vehicle.
- We/I will notify Vendor Finance immediately if the Dealer's circumstances change, namely if there is a change in control, ownership or directors.
- We/I will immediately notify Vendor Finance of any changes of details for nominated bank account by completing the Funding Authorisation Form
- We/I confirmed that we/I are fully compliant with obligations under The GDPR and confirm that we/I have appropriate procedures and processes in place to ensure full compliance on the use of personal information.
- We/I agree to complete the Due Diligence Cash Transaction Record when dealing with cash deposits totalling €10,000 or greater on any one deal.
- To allow the Finance Company to enter into a Hire Purchase agreement with the customer, we/I will sell the relevant vehicle to the Company with good title before the Hire Purchase agreement is made in the following terms:
 - We/I will respect and adhere to the warranty given to the customer and agree to communicate with the customer in relation to any issues the customer is having with the vehicle sold.
 - We/I will deliver or release the vehicle to the customer in good order and condition and acknowledge that Vendor Finance Ireland Limited has no responsibility or liability in relation to the functioning of the vehicle or in any disputes that may arise between the dealer and customer in relation to the mechanical functioning of the vehicle.
 - The Dealer will be fully responsible for liaising and resolving any disputes between customer and Finance Companies for any and all disputes.

Vendor Finance's Obligations

- Vendor Finance will accept no liability for vehicles released to customers before payment is received from the lender in full. Vendor Finance will never advise on when a dealer should release the vehicle before payment is received and it is the full responsibility of the dealer to manager releasing of the vehicle as they see fit.
- Manual applications: For all applications that are not received through the Cars Ireland application form or Vendor Finance application form, the standard SLA's as outlined will not apply to the same effect.
- Reputational Damage: If the dealer engages in any activities which could lead, or could be perceived to lead, to reputational damage for Vendor Finance, Vendor Finance reserves the right to cease all engagement with that dealer immediately.
- Vendor Finance endeavours to collect any financial data required from customers to support applications.
- Vendor Finance will liaise with the lenders and customers.
- Vendor Finance will assess each application that we receive and process the information for an application to the relevant and most suitable lender
- Vendor Finance will always do our utmost to uphold the confidentiality of both dealer and customer at all times
- Vendor Finance confirm that we are fully compliant with obligations under the GDPR and we confirm that we have the processes in place to ensure full compliance on the use of personal information.

Indemnities

- The dealer agrees to indemnify Vendor Finance and to keep Vendor Finance indemnified against all reasonable loss, liability, reasonable costs, charges, demands, claims or expenses (to include legal costs) which are made or brought against or directly incurred or suffered by Vendor Finance where such loss is as a result of:
 - Any misrepresentation or statement made by the Dealer or any of its servants or agents to any customer, guarantor or surety under, or in relation to, a Hire Purchase Agreement, or Proposal.
 - Any act, omission, fraud, breach of contract, misrepresentation, and/or breach of statutory duty by the Dealer in connection with, or relating to, a Hire Purchase Agreement or Proposal.

We are committed to the principle of treating customers fairly in all our business dealings.

Signed off:

Dealer Principal: _____ Date: ____ / ____ / ____

Vendor Finance: _____ Date: ____ / ____ / ____