

# TERMS & CONDITIONS

In consideration of the User obtaining the use of the Demonstration Vehicle without charge for the Loan Period (or as may be extended by Fiat Chrysler Automobiles UK Ltd ("FCA UK"), the User agrees to use the Demonstration Vehicle upon the following terms and conditions.

## GENERAL

- 1) The Demonstration Vehicle may not, without the prior written consent of FCA UK, be removed from the territory in which it was loaned, the said territories being the United Kingdom.
- 2) The User agrees to insure the Demonstration Vehicle comprehensively and to make a claim upon its insurer in respect of any damage occurring to the Demonstration Vehicle or in respect of any claim made by a third party arising from the use of the Demonstration Vehicle. The User undertakes to use its best endeavours to attain settlement of such claims made upon its insurer immediately after the claim has arisen.
- 3) The Demonstration Vehicle must not be driven in a manner which would render void the insurance policy of FCA UK which covers the use of the Demonstration Vehicle allocated under this Agreement the terms of which the User hereby acknowledges receipt of, or other contract of insurance, or in contravention of any Road Traffic Act or Construction and Use Regulations, or by any person who is not licensed to drive the Demonstration Vehicle or who is under the influence of alcohol or drugs, nor must it be driven in the event of mechanical, electrical or structural failure or damage, if further damage might thereby be caused.
- 4) It is a breach of this Agreement for the User to fail to return the Demonstration Vehicle to FCA UK, at the end of the Loan Period at the place and time specified by the Demonstration Centre.
- 5) There is no express or implied condition in taking possession of the Demonstration Vehicle entitling the User to purchase or to sell the Demonstration Vehicle without first obtaining written consent from FCA UK and secondly, without having paid FCA UK for the Demonstration Vehicle.
- 6) FCA UK shall be entitled to terminate the loan of any Demonstration Vehicle at any time if in its opinion it is reasonable to do so.

## OBLIGATIONS OF THE USER

- 8) The User is obliged:
  - a) to pay for any accessories, tyres, tools or equipment lost, stolen or damaged and to pay FCA UK's costs of recovering the Demonstration Vehicle in the event that the User fails to return it to FCA UK. Notwithstanding the provisions of clause 10 (a) of this Agreement, to pay any penalties, fines or court costs incurred in the use of the Demonstration Vehicle before it is returned to FCA UK and which FCA UK is obliged to pay (save when caused by the fault of FCA UK)
  - b) to ensure that correct tyre pressures, engine oil level, battery fluid level, screen wash level, coolant level and Automatic Transmission oil level (where fitted) are maintained throughout the Loan Period;
  - c) to ensure that the Demonstration Vehicle is always locked when unattended, and to take all reasonable steps to prevent loss or damage to the Demonstration Vehicle, or its tyres, tools, accessories equipment or contents;
  - d) to inform FCA UK immediately if the Demonstration Vehicle suffers any damage or loss, develops any fault or requires any servicing and to permit FCA UK to carry out any essential repairs or servicing and to pay FCA UK immediately the cost of repairing any damage or loss arising while the Demonstration Vehicle was in the possession of the User howsoever caused, notwithstanding that a claim has been made by the User against its insurance company;
  - e) to return the Demonstration Vehicle together with its accessories, tyres, tools and equipment to FCA UK at the place specified at or before the end of the Loan Period or on the earlier termination of this Agreement in the condition prevailing at the commencement of the loan (fair wear and tear excepted), clean and tidy (traffic grime excepted).
- 9) The Demonstration Vehicle shall not be used for hire or reward without the prior written consent of FCA UK.

## FIXED PENALTIES ETC.

- 10) The User shall be responsible in respect of its use of the Demonstration Vehicle for:
  - a) any of the following offences which may be committed with respect to the Demonstration Vehicle when it is stationary and when a fixed penalty notice is issued; being on a road during hours of darkness without lights or reflectors required by law; waiting, or being left parked, or being loaded or unloaded, in a road; being used or kept on a public road within the meaning of the Vehicles (Excise) Act 1971 without a licence under that Act being exhibited on the Demonstration Vehicle in the manner prescribed under that Act; and the non-payment of the charge made at a street parking place;
  - b) any excess charge which may be incurred in pursuance of an order under section 35 and 36 of the Road Traffic Regulations Act 1987 (provision of highways of parking places where charges are made);
  - c) any congestion charge except for a congestion charge arising on the day of delivery by FCA UK if the delivery point is within a congestion charge zone. The User will be responsible for and will indemnify FCA UK against the payment of any congestion charges (other than for the day of delivery), parking or road traffic fines which are incurred during the Loan Period.  
  
Congestion charges which are borne by FCA UK as a result of non payment by the User will be recharged to the User plus an administration fee of £25 plus VAT; and
  - d) any offences relating to the use of hand-held mobile telephone.