

# Additional Terms and Conditions Toyota Private Lease

This document contains the additions and deviations you cannot find in the General Terms and Conditions. These are also the topics for you with which you can compare us with other lease companies which, just like us, work from starting points that fall under the Certification Private Lease.

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**Supplement to Article 1*****Which documents contain my rights and obligations based on the lease agreement?***

- We never ask for a security deposit.
- We terminate the private lease agreement as soon as the agreed term has ended and you have returned the car on that date. If you return the car at a later date than the agreed lease period, you will be charged for this and you will pay the full lease instalment or a part thereof if this period is not longer than 1 month.
- We do not charge administrative fees for the processing of traffic tickets if these are paid by you immediately after the first payment notice and if you pay these by the due date. If you do not pay in a timely manner, then we will charge €5.00 in administrative fees.
- The financial obligation you have entered into will be registered by us with the Credit Bureau. Here an amount is registered of  $65\% \times \text{the instalment} \times \text{term of contract in months}$ .

**Supplement to Article 7*****When does the lease period end?***

The lease period ends on the date as indicated in the contract and if you have returned the car on time. The lease period does not end if the agreed mileage is reached. If you drive more or less kilometres than agreed within the lease period, a calculation will take place.

The calculation is as follows:

"rate for additional kilometres x the number of kilometres exceeding the annual mileage as agreed with you. The result is the amount you owe to us", "rate for less kilometres x the number of kilometres below the annual mileage as agreed with you. The result is the amount we will reimburse to you".

**Supplement to Article 8*****Where can I pick up the vehicle? What must I bring?***

The car is delivered to the dealer mentioned in the lease contract. This dealer will make an appointment with you to pick up the car. When picking up your car, you must present your drivers' licence.

**Supplement to Article 11*****Is the licence plate registered in my name or in name of the leasing company?***

After delivery to the Client, Toyota Financial Services provides the licence plate. The licence plate is issued in name of the first contract party and is registered in the Registratie Tenaamstelling Leasemaatschappijen (RTL) in name of Toyota Financial Services. The Client will submit a copy of the driver's licence to the dealer. The fact that the vehicle is issued in your name does not affect the ownership of the vehicle. Toyota Financial Services is and will remain the economic and legal owner of the vehicle for the term of the lease.

**Supplement to Article 12 and 39*****What costs for the use of the car are included in the instalment payment?***

Costs of replacement transportation in the Netherlands during repair or maintenance are reimbursed by us after 24 hours.

### Supplement to Article 15

#### **What happens in case of additional kilometres?**

You can find the rate per additional kilometre in the contract. The calculation is as follows: kilometre rate x the number of kilometres in excess of the annual mileage as agreed with you. The result is the amount you owe us. The excess kilometres are settled with you each year.

If you drive less than the agreed number of kilometres in the contract, then we will settle this at the end of the total term. The rate for kilometres that are driven less are half of the price for excess kilometres. You can find the rate for additional kilometres in your contract. We will reimburse the less kilometres up to a maximum of 25% of the total contractually agreed mileage.

If you believe that you always drive more than the number of agreed kilometres, then it may be beneficial for you to revise the contract.

Example of a calculation. No rights can be derived from this.

Contract information:

Annual mileage	10.000	15.000	20.000	25.000	30.000
48 months	€209	€225	€240	€256	€270

Suppose you have a contract with an agreed mileage of 10,000 km per year. The additional kilometre rate is €0.07. If during the 1st year you have driven 14,700 kilometres, then you must pay us at the end of the year:  $4,700 \times €0.07 = €329.00$  extra.

If you opt for a contract with a mileage of 15,000, then the first year you pay the difference between your current contract (€209 per month) and that of your new contract (€225). This is €16.00 per month x 12 is €192 once. The months following that, you will pay the new instalment amount of €225. Thus it is beneficial for you to switch to a new contract.

### Supplement to Article 16

#### **Do I have to pay a security deposit?**

We do not ask for a security deposit.

### Supplement to Article 20

#### **What are the payment conditions?**

- As soon as the lease period starts, you must pay the lease price to us.
- During the signing of the contracts, we will also ask you to sign a SEPA authorisation (direct debit authorisation). With this, you give us permission to use a direct debit authorisation to debit the amounts you owe us from your bank account. You are responsible for ensuring that there are always sufficient funds in your account at the beginning of the month.
- The first invoice usually consists of 2 amounts. The first amount is the calculation from the time you have picked up the car until the end of that month. The 2nd amount is the full instalment amount for the month following the month in which you have picked up the car.
- The subsequent invoices will always show of the full instalment amount.

- You always pay the instalments in advance. Example: on 1 February you must pay the instalment for the month of February.

**Supplement to Article 25*****How is the risk covered for damages to or caused with the car?***

We will obtain liability insurance against the risk. You have received the insurance conditions together with the offer.

**Supplement to Article 26*****Do I have to pay a deductible in case of liability damages or comprehensive and collision damage?***

The deductible for the entire contract term is €300.00 per damage event. If the damage is less than €300.00, you will only pay the lower amount. You do not pay a deductible if the damage is paid for by a third party.

**Supplement to Article 27*****Does other insurance apply?***

If we have obtained additional insurance for you and this is mentioned in the agreement, such as, for example, Passenger Damage Insurance, then you will find the conditions for this in the Insurance conditions which will be sent to you separately, together with the offer. You can also find the Insurance Conditions at [www.toyota.nl/privatelease](http://www.toyota.nl/privatelease). We may change the Insurance Conditions or replace them with other conditions.

**Supplement to Article 28*****What must I do in case of comprehensive and collision or WA damage?***

Obviously, we expect that you will not have to use this service. However, if you do need assistance with your car then it will be comforting for you to know that we are available for you 24/7 at home and abroad. With one phone call our specialists will help you on your way with your own car or with a replacement car, if necessary.

**What can we do for you?**

In case of a breakdown or damage:

- (emergency) Repair
- Repatriation, towing or hoisting of the car, including any trailer or caravan.
- Transportation of yourself, passengers and luggage
- Replacement car

**What must you do if you need assistance?**

Please call the number as indicated in the driver's manual. You will be connected with the Alcredis alarm centre. They are available 24/7.

**Supplement to Article 29*****In case of an accident, am I entitled to assistance with transportation of the car and passengers?***

Please see supplement to Article 28.

**Supplement to Article 32*****How should the vehicle be used?***

- A 17-year old may not drive the car under any circumstances.
- You can find the countries where the car may be driven on the green card.
- A stay of a maximum of 6 weeks in a country [sic] outside of the Netherlands but in a country of the European Union is permitted.

**Supplement to Article 33*****Who may drive the car?***

- The car may only be driven by a competent driver who has a driver's licence as required to drive the respective car in the Netherlands.
- A 17-year old with a valid driver's licence may not drive the car.

**Addition to Article 35 through 38 "Repair and maintenance"**

The attachment, which can be found at [www.toyota.nl/privatelease](http://www.toyota.nl/privatelease) "Repair and maintenance" shows you what you are entitled to in addition to regular maintenance checks. Should you have questions about maintenance, then you may contact your dealer where the car was delivered.

**Supplement to Article 36*****Who keeps a record of when the car needs to be serviced?***

Your dealer is also the location where you can go for your maintenance services; you must make an appointment yourself and you are responsible for having the maintenance services performed on time.

**Supplement to Article 41*****What are the additional conditions for using a replacement car?***

If you opt for a replacement car, as a standard you are entitled to an equivalent car if the (damage) repair takes longer than 1 working day (24 hours). If the (damage) repair/maintenance takes longer than 24 hours, then all costs (thus also the first day) will be for the account of Toyota Financial Services.

**Supplement to Article 42*****What can I do if the car breaks down while on the road?***

Please see supplement to Article 28.

**Supplement to Article 44*****How are fines and additional assessments for parking tax etc. processed?***

We will forward traffic fines to you, this takes place by email or by mail. Parking fines are paid directly by us. You will pay those fines to us in response to an invoice. If we have to send you a warning, then we will charge a €5,00 administrative fee. If, due to late payment, other penalties are imposed by the Federal Government, then you must pay those as well. You must always take care of the payment, even if you were not the driver at the time the fine was imposed.

**Supplement to Article 46*****Can I cancel the lease agreement before the lease term has expired?***

You can send a cancellation letter to the following address:

Toyota Financial Services  
Attn. Contract Management Department  
PO Box 402  
4130 EK VIANEN

If you have concluded the lease agreement by email or via the Internet, you can also cancel the lease agreement by emailing the cancellation letter to: [contractbeheer@tovotafs.nl](mailto:contractbeheer@tovotafs.nl).

### **Supplement to Article 47**

#### ***How is the amount of the cancellation fee determined in case of cancellation after the first year?***

##### Method 1

The cancellation fee is a fixed percentage of 40% of the remaining term which you would still have to pay without the cancellation.

##### Method 2

The cancellation fee is the difference between the total instalments you have paid and must still pay until the time of the cancellation and the total - higher - instalments you would have still had to pay at the time if you had concluded the agreement for a shorter period of time from the beginning. The lowest of these two cancellation fees is the cancellation fee you must pay.

#### Calculation example 1

The instalment is €200.00.

The agreed term of the lease is 36 months.

You cancel at the beginning of the 25<sup>th</sup> month.

##### Method 1

Without the cancellation, you would still have had to pay 12 monthly instalments multiplied by €200,00 is €2,400. The cancellation fee is 40% of €2,400 is €960.00

##### Method 2

The lease rate based on a term of 24 months, at the time of the conclusion of the agreement, was €250.00 per month. The difference in rate you have paid based on 36 months compared to the rate based on 24 months is €50.00 per month. The cancellation fee is €50.00 x the expired term of 24 months is €1,200.00.

In this calculation example, the cancellation fee calculated with method 1, €960.00, is the lowest. You pay this amount to us. We will dissolve the contract as soon as you have returned the car.

#### Calculation example 2

The instalment is €500.00.

The agreed term of the lease is 48 months.

You cancel at the beginning of the 25<sup>th</sup> month.

##### Method 1

Without cancellation, you would still have had to pay 24 monthly instalments multiplied by €500.00 is €12,000.00 The cancellation fee is 40% of €12,000.00 [sic] is €4,800.00



## Method 2

The lease rate based on a term of 24 months, at the time of the conclusion of the agreement, was €650.00 per month. The difference in rate you have paid based on 48 months compared to the rate based on 24 months is €150.00 per month. The cancellation fee is €150.00 x the expired term of 24 months is €3,000.00.

In this calculation example, the cancellation fee calculated with method 2, €3,000.00, is the lowest. You pay this amount to us. We will dissolve the contract as soon as you have returned the car.

### **Supplement to Article 48**

#### ***If according to the Additional conditions cancellation before the start of the second year of the lease period is possible, how is the cancellation fee determined?***

You may cancel the lease agreement within the first twelve months of the lease period. In that case you will owe 100% of the instalments of the remaining months of the first year. You pay 40% over the total of the remaining instalments. Calculation according to article 47.

You can cancel prematurely without fees:

- In case of death, the contract is terminated without extra costs. Your next of kin may also take over the contract at no extra costs. If the contract is signed by 2 contract parties, then the contract will automatically transfer to the 2nd contract party and a new income/expense calculation will follow. In case of a takeover by a third party, a new income/expense calculation will be performed as well. If the income/expense calculation shows that the monthly amount is not justified, then the contract is terminated at no extra costs. Upon termination, the car, after consulting with us, must immediately be returned to a dealer indicated by us.
- In case of loss of income, you may cancel the contract at no cost in the following cases:
  - Divorce or dissolution of registered partnership
  - Forced dismissal
  - Disability

The following conditions apply for the situations described above:

You must provide evidence that the event has occurred.

You must show that you can no longer pay the lease instalment as a result thereof. This takes place by means of a new income/expense calculation.

You have always fulfilled all obligations of the lease agreement in a timely manner, such as the on-time payment of the lease instalments.

### **Extra conditions Winter Tyre Service**

- If Winter Tyre Service is included in your lease agreement, then you yourself are responsible for the timely changing of your tyres. The change from winter to summer tyres must take place in March/April and the change from summer to winter tyres must take place no later than in October/November. We determine what tyres will be supplied and the tyres remain our property.
- You as owner of the car, must always grant access to the space where the vehicle is parked in order to check the condition of the car. You must fully cooperate with this as well.
- The car may not be abroad for an extended period of time.

**Extra conditions advance payment**

- You can use your own funds for an advance payment. We cannot obligate you to do so. This advance payment will be deducted from the monthly instalments that are owed by you. The advance payment will then be used each month, during the entire term, to pay an equal part of your monthly instalment, so that you only have to pay the remaining part of the monthly instalment. The advance payment will be used up at the end of the lease period.
- You may not pay more in advance than half of the lease instalments. No interest is paid on the balance of your advance payment.
- Should the lease contract unexpectedly end earlier, then we will reimburse to you the remaining balance of the advance payment within 65 days after the end date of the contract - after offset with any amounts you still owe us.

Example

You have paid an amount of €2,700 in advance for a contract of 36 months. Every month €75.00 ( $€2,700/36$ ) is deducted from the lease instalment. If the contract is ended after 17 months, then we will reimburse a part thereof. The calculation is as follows: 19 months remaining, thus we will reimburse you  $19/36$ th part of €2,700, or €1,425 (minus any amounts to be offset).

If you use this facility, then we:

- will provide an overview with the lease contract in which you can see for all months what the balance of your advance payment is
- send you an invoice for this amount under the title "advance payment lease instalments"
- use an equal amount every month for the partial payment of your monthly instalment
- indicate any administrative fee for this facility on the lease contract.

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