

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 Group Automobiles UK Ltd (" Fiat"), 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 Fiat be removed from the territory in which it was loaned, the said territories being:
 - a) England, Wales and Scotland; or
 - b) Northern Ireland.
- 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 may not without the prior written consent of Fiat be used to propel or tow any other vehicle or any trailer.
- 4) The Demonstration Vehicle must not be driven in a manner which would render void the insurance policy of Fiat 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.
- 5) It is a breach of this Agreement for the User to fail to make available the Demonstration Vehicle by no later than 9am on the day and to the place specified by the Demonstration Centre and the User shall be liable for any cost incurred resulting from failure to comply with this Clause 5.
- 6) 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 Fiat and secondly, without having paid Fiat for the Demonstration Vehicle.
- 7) Fiat 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, to pay Fiat costs of recovering the Demonstration Vehicle in the event that the User fails to return it to Fiat.

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 Fiat and which Fiat is obliged to pay (save when caused by the fault of Fiat).
 - 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 Fiat immediately if the Demonstration Vehicle suffers any damage or loss, develops any fault or requires any servicing and to permit Fiat to carry out any essential repairs or servicing and to pay Fiat 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 Fiat 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 Fiat.

FIXED PENALTIES ETC.

- 10) The User shall be liable in using the Demonstration Vehicle in respect of:
 - 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 1967 (provision on highways of parking places where charges are made); and
 - c) any congestion charge except for a congestion charge arising on the day of delivery by Fiat if the delivery point is within a congestion charge zone. The User will be responsible for and will indemnify Fiat 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 Fiat as a result of non payment by the User will be recharged to the User plus an administration fee of £25 plus VAT.
 - d) any offences relating to the use of a hand-held mobile telephone pursuant to the Road Vehicles (Construction and Use) (Amendment) (No:4) Regulations 2003.