



# Understanding your agreement.

## Business contract hire

This document explains how your Business contract hire agreement (BCH) works. When you're looking through it, please keep in mind that you also need to read through the Business contract hire agreement as it is a legally binding document. This means you should be aware of everything in it before you sign it. You may also like to keep this document to hand throughout your contract so you can refer back to it when necessary.

*This guide is not relevant if you have a Ayvens vehicle through a corporate company scheme.*

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 **ayvens**  
SOCIETE GENERALE GROUP

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**“The rentals are fixed for the term of the lease and you then hand the vehicle back, or extend the lease...”**

## What is Business contract hire (BCH)?

Business contract hire (BCH) gives you an easy way for your business to lease a vehicle(s) for a set period of time. This is suitable for sole traders, partnerships, and limited companies. This removes the financial risk and a lot of the administration that comes with owning a vehicle.

The rentals are fixed for the term of the lease, and you then hand the vehicle back, or extend the lease.

### You might be interested in Business contract hire if:

- You want to pay a fixed monthly amount for your vehicle that includes road tax.
- You want brand new vehicles for your business.
- You like to change your vehicles regularly.
- You want to add fixed price maintenance cover.
- You want a leasing option that allows you to have your vehicles ‘off balance sheet’.

### Business contract hire might not be for you if:

- You want to own your vehicle(s).
- You like to keep your vehicles for more than five years.
- You prefer to drive used vehicles.
- Your vehicles are used in a trade where they are more likely to be damaged in day-to-day business.

## Key details

### Your lease

- The vehicle remains our property throughout.
- You can take out a maintenance package (explained below) for the duration of your lease.

### Your insurance

- You must tell your insurer that you don’t own the vehicle and that it’s leased.
- You must have a fully comprehensive insurance policy for the vehicle.
- You must ensure that all drivers have full driving licences (not provisional) and are insured to drive the vehicle.

### Your payments

- Your contract starts on the day your vehicle is delivered (or the delivery date confirmed by your broker to Ayvens if applicable). This is called your “commencement date”.
- Although your advance rental payment is officially due on or before the commencement date, we will typically debit your advance rental payment from your bank account on or around 14 days after you receive your vehicle.
- We will then take the money for your first monthly rental by direct debit within six weeks of the date your vehicle was delivered.
- This means that in the first six weeks after your vehicle is delivered, you should expect to pay your advance rental payment and your first monthly rental payment.
- Further monthly rental payments will then go out every month, either on the same date as your commencement date or on your nominated direct debit date (if you have chosen one).





## Understanding our maintenance package

You can choose to have us maintain the vehicle by making a monthly payment. If you opt for this maintenance package, we'll cover:

- Servicing and MOTs.
- New tyres when they need to be replaced due to fair wear and tear. This includes punctures, but excludes stolen or vandalised tyres, or if the damage is deemed to be your fault.
- Exhaust and battery if they need to be replaced due to fair wear and tear.
- Breakdown and recovery assistance via the AA. This covers breakdowns in the UK or mainland Europe. It includes recovery of your vehicle to the UK or vehicle collection after repair overseas and onward travel assistance, so long as these costs are reasonable.

For more information on our maintenance package, please see our website:

- If you have a Ayvens vehicle through a broker, [click here](#).
- If you're a driver leasing a vehicle with us directly, [click here](#).

Alternatively, if you don't go for our maintenance package, you will need to take care of the vehicle's maintenance yourself, including all the above items. The one possible exception is breakdown and recovery, which may be included on some contracts outside of the maintenance package. If you'd like to check if you have this, please review your contract or contact us.

No matter which option you choose, you must keep the vehicle in good condition. When you return it to us, we may charge you for any reduction in value that's a result of mechanical, body or electrical damage not considered to be fair wear and tear.

If you'd like to learn more about fair wear and tear, please take a look at the Fair Wear and Tear guide produced by the British Vehicle Rental and Leasing Association (BVRLA). We use this guide to help us determine our charges. You can read through the guidelines for [cars](#) and [vans](#).

**"If you don't go for our maintenance package, you will need to take care of the vehicle's maintenance yourself..."**



## Understanding your mileage allowance

If you go over the mileage allowance in your agreement, you'll have to pay a 'per mile' charge at the end of your agreement. For example, if your allowance is 30,000 miles over a three-year period, and you went over it by 100 miles during that time, you would have to pay a price per mile for each of those 100 miles.

If you decide to hand back the vehicle earlier than the agreed hire period, your agreed mileage allowance will be prorated. Using the example above, at the end of year 2, your allowance would be 20,000 miles. If the vehicle comes back having done 21,000 miles after two years, you will have to pay a price per mile for each of those 1,000 miles.

Please be aware that an Early Termination fee will apply for returning a vehicle early.

## Vehicle Excise Duty (road tax)

This is included in your monthly rentals, and you'll only be asked to pay anything extra if the annual tax increases. If the cost goes up, we'll take the new amount from your bank account.

If the cost goes down, we'll refund the difference if we've already taken the higher amount.

## What's not included in my lease package?

As well as having to pay for your own fuel/electric charge and insurance, you must pay all fines, penalty charge notices, parking charge notices, tolls, insurance and other costs for using the vehicle:

- It is your duty to know who is driving the vehicle at all times. It is an offence to provide false information about who was driving the vehicle at the time of a traffic offence.
- Any penalty charge notices, parking charge notices, tolls or notices of intended prosecutions will be sent to us as the registered keeper of the vehicle. Where possible, we'll transfer them onto to you (this is called 'transfer of liability'). There will be an admin fee of £15 per charge.
- If the relevant authority has been unable to get payment from you, they may transfer liability back to us. In this case, we will make the payment and recharge this to you, plus an admin charge of £15 per charge. By the time it gets to this stage, the cost of the notice or charge may have increased from the original amount.
- If we can't transfer the liability directly to you, we'll pay and recharge the cost to you instead plus an admin fee of £15 for each charge.
- The £15 per charge admin fee covers our costs associated with managing this process. If you're able to challenge a fine with the relevant authority successfully, we'll refund the admin charge.

### Windscreen/glass repair or replacement

This is not included in your lease agreement or our maintenance package but can often be arranged as an additional service through your insurer. Please ensure chipped windscreens are repaired as soon as possible. If chips are left, they can crack your windscreen. This would lead to a failed MOT and the need for a windscreen replacement.



**"When you return your vehicle to us, please remove all your driver data from your vehicle, so the next driver doesn't have access to your personal information..."**

## Accessories

It's possible to add accessories to your lease vehicle, such as a roof rack. You can select these additional options when placing your order.

## Connected services

Your lease vehicle may offer connected services, such as driver aids, apps, telematics, navigation or infotainment. If you choose to activate them, you are responsible for them, including costs, and you use them entirely at your own risk.

When you return your vehicle to us, please remove all your personal data from the vehicle, so the next driver doesn't have access to your personal information, such as call logs, addresses and so on. You can do this by setting your vehicle back to its factory settings. Please check your vehicle manual on how to do this or take a look at the BVRLA's Fair Wear and Tear guide for [cars](#) or [vans](#).

## Personalised number plates

If you'd like to have a personalised number plate on the vehicle, please let us know as soon as possible in the order process. There is an administration fee of £42 to do this.

If we're unable to add the personalised number plate to the vehicle before delivery, you'll need to pay the cost of making up new number plates once we confirm that this is possible.

Please be aware that Tesla, Polestar and Mazda don't allow personalised plates before vehicle delivery, so to assign your personalised plate to your vehicle, you'll need to contact our Vehicle Admin Team once the vehicle has been delivered.

The team's email is [vehicleadministration@ayvens.com](mailto:vehicleadministration@ayvens.com) and you can also call them on 0344 7550153.

Please also remember that if you want to keep your personalised plate after you return your vehicle, you'll need to get in touch with our Vehicle Admin team around four to six weeks before the end of your contract. They will then start the process of removing the personal plate and letting the DVLA know.



## Going abroad

If you want to take your lease vehicle abroad, you must let us know at least two weeks before you go. This gives us time to provide you with our written permission before you travel. If you don't do this, there's a risk the vehicle could be impounded, and you could be fined by authorities if you don't have a copy of the V5 document or equivalent if they ask to see it.

There may also be an admin fee for providing you with the required travel documents.

Please also make sure you understand the processes, procedures, laws and regulations you need to follow when taking a vehicle outside of the UK. It's your responsibility to check the legal requirements of each country you'll be visiting or driving through, and to ensure that you comply with them.

Finally, you should check that your lease vehicle won't be due a service while you're away and that it doesn't have any maintenance issues.

## Breakdown and recovery assistance

If you breakdown and you have cover with us, just call our Driverline for help from our breakdown assistance partner, the AA:

- If you have a Ayvens vehicle through a broker, call **0344 493 5812**.
- If you have a direct lease with us, call **0344 250 000**.

Included is recovery of the vehicle and up to 8 people to an onward destination, and a free, temporary vehicle for the first 24 hours.

This service is part of our maintenance package, but it may also be included as standard on some contracts. Please check your contract, speak to your broker or contact our Customer Services team to confirm.

This service covers breakdowns in the UK and mainland Europe. It includes recovery of your vehicle to the UK or vehicle collection after repair overseas and onward travel assistance, as long as the costs for doing this are reasonable.

If you don't have breakdown cover, you can call a breakdown provider of your choice for help. Many insurance companies can include this as an additional service with your vehicle insurance.

**"Breakdown and recovery assistance is part of our maintenance package..."**



## Accident management

If you have an accident, please call your insurer first to tell them.

- **If your vehicle is not drivable and you have breakdown cover with us**, just call our Driverline for help from our breakdown assistance partner, The AA.

Please don't book in any repairs yourself for maintained vehicles as this all has to be done through our Driverline.

- If you have a Ayvens vehicle through a broker, call 0344 493 5812.
- If you have a direct lease with us, call 0344 250 000.
- **If your vehicle is not drivable and you don't have breakdown cover with us**, you can opt to call an accident recovery organisation of your choice.
- **If your vehicle will be off the road for any time**, you can get a temporary vehicle from us if you have relief vehicle cover (there's more information about this below). Alternatively, you may be able to arrange a courtesy vehicle through the repairer or if another party is at fault and identified, their insurers may be able to provide you with a temporary vehicle.
- **If your vehicle is repairable**, the repairs must be done by an approved main dealer and no insurance markers must be placed on the vehicle for more substantial damage. (An insurance marker is when an insurance company logs a vehicle on a database of written-off and stolen vehicles if it's beyond economical repair or shouldn't be repaired). Please keep a record of the incident and repairs as we may ask you to share these details.
- **If the vehicle is written off as a total loss or uneconomical to repair**, your insurer will get in touch with us for a settlement figure. You'll get a letter confirming this figure and explaining what happens next.

While everything is being sorted out, you'll have to keep paying your monthly rentals to us. Once the claim has been settled, we will give you the money back for the payments you made after the confirmed incident date. If you'd like to get a new vehicle from us, please make sure that your old contract has ended first.

**"If your vehicle will be at the garage for an extended period of time, our relief vehicle cover will give you a temporary vehicle to ensure you can stay mobile..."**



## Keeping you mobile - relief vehicle cover

If your vehicle will be at the garage for an extended period of time, our relief vehicle cover will give you a temporary vehicle to ensure you can stay mobile until your lease vehicle is back with you. It will have the nearest available engine size to your lease vehicle.

If you want to add on relief vehicle cover, this should be included when you request a quote for a vehicle, and your broker or Account Manager will let you know if it can be included in your particular agreement. It can't be added after your hire agreement has started. You will only have the option to take this additional service if you're taking out maintenance cover with us.

When you get a temporary vehicle, this cost will be covered for up to 28 days in total. This is also the case if your lease vehicle gets stolen. If you need to keep the vehicle for longer than 28 days (dependent on supplier availability), you will be charged for this additional period and we will invoice you on a monthly basis.

If you don't have relief vehicle cover with us and your lease vehicle ends up at the garage, you'll need to make your own temporary vehicle arrangements until your lease vehicle is back with you. The garage may have a courtesy vehicle that you can use temporarily.

## Ordering your vehicle

If you cancel a new vehicle order after the order has been placed and the dealer charges a cancellation fee, you'll need to pay this fee.

Depending on when the cancellation takes place, the fee may be a percentage of the total vehicle value or a percentage of the cost of any additional factory options on the vehicle which were selected – whichever is larger.

Generally, the closer the vehicle is to delivery, the higher the cancellation fee is likely to be.

## Finance check

As part of your application process, we must carry out a finance check to comply with the requirements of our regulator, The Financial Conduct Authority.

This check will be made up of credit, affordability, ID and anti-fraud checks. If you don't pass the finance check, you won't be able to lease with us.

## Delivery

You can only lease from, and we will only deliver the vehicle to, an address in mainland Great Britain. This must be your home address.

- You will need to check the vehicle carefully when it is delivered to you. If there is any damage or if something isn't quite right, you will need to let us know.
- Only you (and no-one else) can sign for delivery of the vehicle.
- Delivery will normally take place on Monday to Friday between 08:30 and 17:30. You will be contacted by the dealer directly to confirm delivery details.

## Changing the length of hire or the agreed mileage

If you want to change how long you keep the vehicle for or your mileage allowance, please contact your Ayvens Account Manager or your broker (if applicable).

## Your contact details

Please let us know as soon as possible if any of your details change as we must be able to contact you about your agreement with us at all times. This includes your address, email address and phone numbers.

## Recall notices

If we get a recall notice from the manufacturer that tells us there is something wrong with the vehicle, we'll pass this on to you. You'll then need to get in touch with our team so the issue can be resolved. This will usually involve a visit to an approved repairer to address the issue. If you don't do this, you may have to pay additional costs.

**"If you want to change how long you keep the vehicle for or your mileage allowance, please contact your Ayvens Account Manager or your broker..."**





**“Contact your Ayvens Account Manager or your broker at least three days before you want to return the vehicle...”**

## Ending your contract

When you reach the end of your contract, you'll have a couple of options. We'll contact you near this time to discuss them with you, but here is a quick explanation of what they are.

- **Give the vehicle back to us.** Contact your Ayvens Account Manager or your broker (if applicable) at least three days before you want to return the vehicle and this will be arranged for you. It's worth reading the BVRLA Fair Wear and Tear guide before this time too as it explains what counts as fair wear and tear. You can look through the guidelines for cars and vans.
- **Add extra months to your contract (a 'formal extension').** Contact your Ayvens Account Manager or your broker (if applicable) who can explain what's involved and arrange a quote. This option can be taken for a minimum of six months and may mean your monthly payments change. Full detail will be provided in the quote.

### Payment dates during an extension

During any extension, it's possible your payment dates may vary, and your final payment may be made after the vehicle has been returned to us as these are paid in arrears.

### If you want to end your contract early

We know there are times when people need to end their contracts early. If you want to do this, an early termination fee will apply, and this is only possible after the first 12 months of your agreement or once you've paid at least £1,500 (including VAT and services).

We'll also apply our usual fair wear and tear rules on the returned vehicle. Please contact us to discuss your options.

### Our right to end your contract early

In exceptional cases, we may feel the need to end the lease early if you've broken the terms of the agreement. If this happens, you may need to pay us all the remaining monthly rentals, plus monthly service payments if you use our maintenance service.



## Any questions?

We hope you found our summary helpful. If you have any questions at all, please get in touch with your Customer Services team:

- If you're a driver leasing a vehicle with us directly, call **0344 250 0000**. You can also check out our website FAQs [here](#).
- If you have a vehicle with us through a broker, call **0344 493 5812**. You can also check out our FAQs [here](#) or speak to us via Alfie (who lives in the bottom right corner of our broker lease site).



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