



# Rental Agreement

MINIMUM TERM LEASE RENTAL



# RENTAL AGREEMENT

## TERMS

### Minimum Term

THIRTY SIX

(MONTHS IN WORDS)

### Payment Period

Quarterly

(I.E. MONTHLY/QUARTERLY, ETC.)

### First Rental

£ 255.00

+ VAT

### Remaining Rentals

ELEVEN

(NUMBER IN WORDS)

### Rentals of

£ 255.00

+ VAT

### Maintenance Option (Minimum £25 per rental)

Please Tick

### Maintenance Payments

Are Maintenance Payments to the Supplier included in the Rentals?  
If so, state the amount of Maintenance included in each Rental opposite

YES   
NO

£

+ VAT

### Variation to Rentals

The above Rentals are subject to variation if:

- the rate of Corporation Tax increases;
- the method of payment changes from Direct Debit to Invoice;
- the maintenance payments (if applicable) increase.

**Full details are set out in Clause 5 overleaf.** We may also at your expense arrange products insurance cover in accordance with Clause 4.6 overleaf.

~~Other Charges: An administration charge of £130.00 + VAT is payable on our acceptance of this Agreement and will be collected with the First Rental. An annual service fee of £40.00 + VAT will be payable on each anniversary of this agreement.~~

**Payments:** The First Rental is payable at the beginning of the first Payment Period which shall commence on the date of acceptance of this Agreement by the Owner. Subsequent Rentals are payable on the first day of each following Payment Period. After completion of the Minimum Term, Rentals will continue at the same rate until terminated as set out below.

**Term of Agreement:** This Agreement commences on the date of acceptance by the Owner and will continue until notice of cancellation is given in writing by either of us, such notice to expire at the end of the Minimum Term, or at the end of any three month period thereafter.

**Payments on Voluntary Termination:** If you terminate under Clause 6 overleaf you must pay us all arrears and the future Rentals to the end of the Minimum Term less a discount of no less than 2% per annum. See Clause 8 overleaf.

If we elect not to give you notice of cancellation during the Minimum Term we will provide a reminder to you of your right of cancellation three months prior to the expiry of the Minimum Term.

**Application:** You apply to rent the Products for the Minimum Term and any following period as described above, on the basis of the Terms and Conditions set out above and overleaf. You appoint Lease UK as your agent for the purpose of communicating the application to prospective Owners and the Owner who accepts this application will be notified to you as set out opposite. You undertake that all of the information provided is correct, that all details were completed at the time of signature, and that the Products will be used in the course of business carried on by you. You acknowledge that whilst the Products may not be fully operational at the time of acceptance, the Rentals are due as detailed above. You declare that you have read and understood the terms overleaf and that your attention was drawn to the exclusions in Clause 3.

## IMPORTANT – USE OF YOUR INFORMATION DATA PROTECTION ACT 1998

You have a right to know how we will use your personal information. It is important that you read the "Use of your Information" notice printed after the conditions of this Agreement before you sign. By signing this Agreement you agree that we may pass the information about you in this form to the Finance Company, the Supplier or the service providers, insurers, and credit reference agencies and fraud prevention agencies. The information you have provided will be used to help make credit decisions about you, for fraud prevention, and to administer the Agreement and the services provided. Unless you tell the Finance Company otherwise your personal information may also be used to provide you with details of similar products and services. Please tick the boxes below if you DO NOT wish to receive information on similar products and services from:

The Finance Company  Other Companies

### Declaration for exemption relating to businesses (articles 60C and 60D of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

I am/We are\* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried on by me/us.

I/We\* understand that I/We\* will not have the benefit of the protection and remedies that would be available to me/us\* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

I am/We are aware that if I am/we are in any doubt as to the consequences of the agreement not being regulated by The Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 I/we should seek independent legal advice.

## SIGNATURES

### Your Signature(s)

### Your Details

### Our Acceptance

#### Signature(s) of Customer(s)

DocuSigned by:  
  
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Date 01-Mar-2023

#### Name(s) (please print)

Julie Miller

#### Position(s) (please print)

clerk

#### For and on behalf of the Owner

Date of Agreement



Since 1995 we have been supplying mailing, print and security equipment including solutions and software via our My Mailing Room, My Printing Room and MyGroupSecurity brands.

Our close partnerships with the industry's leading manufacturers means that we are an established and trusted supplier bringing you the latest technology from the market leaders directly to your business.

For more information on our full range of products please visit our website [www.mygroupsolutions.com](http://www.mygroupsolutions.com) or contact us on 01322 288890. To fund the acquisition of your new equipment we work with the largest business equipment funders in the UK.

If you have any questions about the agreement or if we can be of further assistance please call us on the number above.

## CHECKLIST FOR BUSINESS FINANCE CUSTOMERS

You May Find It Helpful To Refer To The Finance and Leasing Association's Recommended Customer Check List As Set Out Below:

1. Ensure with the supplier that the office equipment is new, or if not that you are content that used or refurbished office equipment is suitable, and that the minimum period of hire is no longer than your expectation of the working life of the equipment.
2. Always ensure that the completed contract corresponds with any verbal or written quotation, and that the equipment description accurately reflects what you are agreeing to pay for including any maintenance or services included in the repayments.
3. Ensure that the supplier of any office equipment involved is reputable and an accredited supplier of the equipment involved.
4. Make it clear within your own organisation who can sign such agreements.
5. Read your business finance agreement carefully before signing it and ensure it is correct, particularly in respect of the rental amount and the period of hire. Never sign a business finance agreement which is not fully completed.
6. Check the name of the leasing company, and where relevant its parent company, on the page of the lease agreement which you sign and whether this company is a member of the FLA.
7. Make sure you understand and agree with all terms and conditions of the business finance agreement and, if you are unsure, seek advice.
8. Make sure you understand the costs involved and whether the business finance agreement allows for any automatic increases in charges.
9. Check the period of hire and any notice period required for its termination and the settlement terms to be applied on early termination.
10. Check whether the business finance agreement includes the supply of services and whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully.
11. If any amendments are made to your contract or a further contract is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
12. If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.

## INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT

Please complete form and send it to the Originator:

Service User Number:



1. Name and full postal address of your Bank or Building Society Branch

TO THE MANAGER:

  


BANK OR BUILDING SOCIETY

ADDRESS:

  
  


POSTCODE:

2. Name(s) of account holder(s)

3. Branch sort code (from top right corner of the cheque)



4. Bank or Building Society account number:

5. Originator's reference number

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6. Instructions to your Bank or Building Society:

Please pay the Originator Direct Debits from the account detailed on this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with the Originator and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

DocuSigned by:

*Julie Miller*

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Date: 01-Mar-2023

## THE DIRECT DEBIT GUARANTEE



This guarantee should be detached and retained by the Payer

- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit the Originator will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request the Originator to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by the Originator or your Bank or Building Society you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society.
- If you receive a refund you are not entitled to, you must pay it back when the Originator asks you to.
- You can cancel a Direct Debit at anytime by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

# Leasing Agreement

## MINIMUM TERM LEASE RENTAL

### TERMS AND CONDITIONS

All words appearing in these terms and conditions with capital initial letters shall bear the meanings indicated overleaf. The words "you" and its derivatives are used to mean the Customer and its successors and the words "we" and its derivatives are used to mean the Owner and its successors and assigns.

#### 1. DELIVERY OF THE PRODUCTS

You agree that forthwith upon delivery of the Products you will inspect them and notify us in writing within five working days of any defect. In the absence of such notification it shall be conclusively presumed that the Products are in good working order and condition, satisfactory and irrevocably accepted by you and fit for the purposes for which they might be required.

#### 2. SOFTWARE

- 2.1 If the Products include software, you are responsible for ensuring that the Supplier or licensor grants you a suitable licence unless we expressly grant you a licence to use the software on the same terms as those in the licence agreement. If we do grant you a licence, the licence between you and the Supplier and/or the licensor will not apply. You must comply with the terms of any such software licence and indemnify us for any losses in connection with any failure to so comply.
- 2.2 You undertake to comply with all the terms of the licence, which will incorporate the Supplier's standard terms and conditions for the use of the Software.
- 2.3 You acknowledge that Software maintenance is not a condition of this Agreement and Rentals will continue to be payable even if the Supplier does not provide Software maintenance.

#### 3. OUR EXCLUSIONS AND LIMITATIONS

- 3.1 You accept that we are not a dealer or expert in the Products and that we have not inspected the Products. We do not therefore give any advice or assurance about the Products, their quality or whether they are suitable for your needs, nor does this Agreement include any guarantees or warranties about the quality or suitability of the Products. You and we recognise that there is a risk that any Products, in particular computer hardware and Software, may not perform as expected and may not be satisfactory. We will not be liable to you for any conditions, warranties, terms, representations and liabilities in respect of the Products. When Products are financed, the risk of them not working satisfactorily or according to any representations may be assumed by you, by us, by the Supplier, by an intermediary or by an insurer. You and we both appreciate that the allocation of risk is a matter of agreement and both parties have decided that it shall be borne by you. It is your responsibility to obtain warranties for the Equipment from the manufacturer or Supplier. If you fail to obtain from the manufacturer of the Equipment or the Supplier express warranties about the Equipment we will endeavour, at your request and cost, to transfer to you the benefits of any manufacturer's or Supplier's express warranties given to us in respect of the Equipment. If we have been able to obtain a right of recourse against the Supplier or any intermediary we will pass that right on to you, via an assignment or under the Contracts (Rights of Third Parties) Act 1999, or otherwise to the extent that we are legally entitled to do so.
- 3.2 For that reason, you are responsible for choosing the Products and for making sure that they are fit and suitable for your needs. We are not responsible if the Products are delivered late. We agree that there is no term in this Agreement by which we are responsible for the performance of the Products, whether generally or in relation to any particular purpose. We do not know if any representation was made to you about the Products, but if it was, you acknowledge that it was not made on our behalf and that you have not entered into this Agreement in reliance on it. You and we also agree that we have not assumed any duty of care towards you.
- 3.3 For the avoidance of doubt, you and we agree that no terms are to be implied into this Agreement.
- 3.4 If, contrary to sub-paragraph 3.3 the law requires terms to be implied into this Agreement, you and we agree that we are not liable for any breach of them, because if the risk of breach of any such terms had been allocated differently we would have charged a higher rental; because we are not in a position to evaluate and therefore insure against the risk of a breach, whilst you are in a better position to do so; and because you have chosen the Products and the Supplier.
- 3.5 In no event will our liability under this Agreement exceed the aggregate of the Rentals (less any Maintenance Payments included) paid by you at the time the liability arises. For the avoidance of doubt we do not restrict or exclude our liability in respect of death or personal injury to the extent that it results from our negligence or that of our employees in the course of their employment by us.
- 3.6 In no event will we be liable to you in contract, tort or otherwise including any liability for negligence (except for death or injury, caused by our negligence or that of our employees in the course of their employment with us)
  - a) for any loss of revenue, business, anticipated savings or profits or any loss of use or value; or
  - b) for any indirect or consequential loss, however arising.

"Anticipated Savings" means any expense which you expect to avoid incurring or to incur in a lesser amount than would otherwise have been the case.
- 3.7 It is your responsibility to obtain warranties for the Products from the manufacturer or Supplier. If you fail to obtain from the manufacturer of the Products or the Supplier express warranties about the Products we will endeavour, at your request and cost, to transfer to you the benefits of any manufacturer's or Supplier's express warranties given to us in respect of the Products.
- 3.8 You confirm that with the exception of any maintenance agreement relating to the Products, you have not entered into any other agreements or arrangements in respect of the Products, the financing of the Products, the payment of the Rentals, or otherwise relating to this Agreement whether with us, the Supplier, any introducer or broker or other third party.
- 3.9 You agree and acknowledge that the Rentals relate solely to the financing of the Products and do not include provision for any services or consumables (including but not limited to telephone lines, call charges, network charges, toner, cups, and ingredients). It shall be your sole responsibility to procure any services or consumables that you require from the Supplier or other third parties at your own expense. Rentals will be payable by you in full even if the Products cannot be used for any reason and/or regardless of any problems or disputes relating to any services or consumables or failure to supply the same.

#### 4. YOUR OBLIGATIONS

During the period of this Agreement you will:-

- 4.1 Pay Rentals by the due dates. Prompt payment is of the essence of this Agreement. You shall pay the Rentals specified overleaf in full without any deduction, set-off or counterclaim any withholding whatsoever,
- 4.2 Pay an administration charge of £130.00 + VAT on inception of this Agreement and on each anniversary of this Agreement pay an annual service fee of £40.00 + VAT;
- 4.3 Only use the Products in accordance with the manufacturer's instructions;
- 4.4 Keep the products in good working order. Take proper care of the Products and notify us immediately if they are lost or damaged;
- 4.5 Not remove the Products from the premises where they were originally installed (which will be your address as shown in this Agreement unless stated to the contrary in the Products schedule) without our written permission. You will notify us of the whereabouts of any portable Products and not remove nor permit them to be removed outside the UK.
- 4.6 a. You must insure the Equipment with a reputable insurance company against loss or damage at all times from all insurable risks (including third party and public liability claims) for the greater of the full cost of replacing it or the amount that would be payable under Clause 8.1 to settle this Agreement. You must arrange for the insurance company to put our interest in the Equipment on the insurance policy. If we ask, you must show us acceptable evidence of the insurance policy. You must comply in all respects with the terms and conditions of the relevant insurance policy or policies.

- b. If you do not show us acceptable evidence of the insurance policy when we ask, we have the right to either:
  - (i) arrange insurance of the Equipment for you; or
  - (ii) take out our own insurance on the Equipment for a suitable period at your expense. We do not have to do this if we choose not to. For the avoidance of doubt, you acknowledge and agree that if we take out our own insurance policy under Clause 4.6b, you shall have no rights under such policy.
- c. In the event that we arrange insurance for you under Clause 4.6b above you will pay the full cost of any insurance which we arrange and we will collect the insurance premiums from you with the Rentals.
- d. In the event that we take out our own insurance policy, we shall charge you a fee (the "Fee") which shall be subject to VAT. Such Fee shall be collected from you by instalments at the same time as the Rentals become due. The payment of the Fee shall be subject to prior written notice from us specifying the amount of the Fee, the VAT thereon and the frequency of payments that shall be required to be made by you. Where we have taken out our own insurance policy you must promptly provide to us all information that we may reasonably require in connection with such insurance including for the avoidance of doubt all information required to enable us to effect such policy and to enable us to make a claim under it. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.
- e. Notwithstanding the forgoing, you may arrange your own insurance at any time.
- f. You must notify us immediately in the event of loss or damage to the Equipment and you may not settle any claims without our prior agreement. You agree to hold any insurance proceeds from any insurance that you have effected on trust for us.
- g. If the Equipment is damaged or stolen and there is a total loss claim, you shall either:
  - (i) with our written permission, replace the Equipment at your own expense and continue with this Agreement and we will give you any relevant insurance monies we receive; or
  - (ii) settle this Agreement by paying us the amounts left owed under Clause 8.1 of this Agreement. We will deduct the amount of any relevant insurance settlement we obtain from the insurers from the amount you owe us.
- h. Except as set out in Clause 4.6g(ii) above, the total loss will not affect this Agreement which will continue. You must also continue to pay all the Rentals due under it and any replacement equipment will become our property.
- 4.7 Be solely responsible for and will indemnify us, our employees, agents and contractors at all times from and against:
  - (a) loss, theft, destruction of or damage to the Equipment from whatever cause arising and whether or not such loss, theft, destruction or damage results from your negligence or that of your employees or agents; and
  - (b) all claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs and expenses or whatsoever nature which may be brought against us or which we may suffer, incur or sustain in connection with our ownership of the Equipment or arising out of this agreement.

This indemnity will survive and remain in full force and effect should this Agreement be terminated.
- 4.8 Not sell, sub-hire or part with possession of the Products, or transfer the benefit of this Agreement to anyone else;
- 4.9 Pay our administrative costs incurred in dealing with any failure by you to comply with the terms of this Agreement including, but without limitation, charges for each letter dispatched as a result of your non-payment, any visit made to your last known address to ascertain the whereabouts of you or the Products, or applying for or enforcing payment of any sums payable by you to us under this Agreement; plus late payment interest charges, which will be based on a rate of 5% above the Finance House Base Rate on the amount due, for each month or part month on all overdue payments, both before and after judgement (such obligation to be independent of and not to merge with the judgement); Finance House Base Rate means the rate published by the Finance and Leasing Association in the financial press, from time to time.
- 4.10 Pay to us on demand our charges for providing additional services at your request, provided that the amount of such charge is notified to you at the time of your request for such services.
- 4.11 All rentals and other sums payable by you under this Agreement shall be made without set off, deduction or withholding and you agree that your obligation to pay the Rental and other sums due hereunder shall be absolute and unconditional. If you are required by law to deduct any sum from a payment then the amount of such payment shall be increased by the amount of such deduction so that the amount received by us equal to the original amount due.
- 4.12 Let us inspect the Equipment at reasonable times during the period of this Agreement as long as we give you reasonable notice of an inspection;
- 4.13 Be responsible for paying any licence fees, fines, duties, insurance premiums and other payments for the Equipment which are not included in this Agreement.
- 4.14 Not alter, improve or add anything to the Equipment without our written permission. If you alter the Equipment without our written permission in such a way that it is detrimental to its value (in our opinion), you agree that we will decide which of (i) you will pay for reinstating the Equipment to its original condition, or (ii) you will pay for a new piece of Equipment, you will perform. If you do improve or add anything to the Equipment with or without our written permission, then unless the Equipment can be reinstated to its original condition with no detrimental effect on its value, such improvements and / or additions will automatically become our property at no cost to us;
- 4.15 Not sell, sub-let, give away the Equipment or try to do so, or use the Equipment as security for a loan or any other obligation; not transfer or assign any of your rights or obligations under the Agreement to anyone else or try to do so without our written permission; subject to the exception in Clause 3.5 be solely responsible for, and indemnify us, our employees, agents and contractors at all times from and against:
  - (i) loss, theft, destruction of or damage to the Equipment from whatever cause arising and whether or not such loss, theft, destruction or damage results from your negligence or that of your employees or agents;
  - (ii) all claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs and expenses of whatsoever nature which may be brought against us or which we may, whether directly or indirectly, suffer, incur or sustain in connection with our ownership of the Equipment and hiring it to you or arising out of this agreement.

The expiry or termination of the Agreement does not affect your obligations which have arisen or accrued under this indemnity up to and including the date of expiry or termination. The indemnity in this Clause:

- A is a separate and independent obligation from the other obligations in the Agreement;
  - B Gives rise to a separate and independent cause of action;
  - C Applies whether or not any indulgence is granted by us; and
  - D Will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Agreement, or any other judgment or order;
- 4.16 Not fix or attach the Equipment to any land or building so that it becomes part of such land or building. It is acknowledged by you that should the Equipment become in any way fixed or attached to land or a building then title to the Equipment shall still remain vested in us.

**5. CHANGES TO PAYMENTS****5.1 Taxation**

We have assumed that during the period of this Agreement the standard rate of Corporation Tax will remain the same as that applying at the date of our acceptance. If at any time the actual rate rises above the assumed rate by 5 percentage points or more, we may increase the Rentals by giving you 7 days' notice. For each whole 5 percentage points increase to the assumed rate, we may apply an 8 % increase to the Rental payable at that time.

**5.2 Payment by Invoice**

If when you entered into this Agreement you undertook to make payments by direct debit, we may at our sole discretion agree to your changing to payment against invoice. In this case we will increase the Rental payable at that time by 2 % to cover the additional administration costs.

**5.3 Maintenance Payments**

If Rentals include Maintenance Payments, under Clause 10 below, then we may at any time, and from time to time, after the first year of this Agreement, increase the Maintenance Payments part of your Rental in accordance with the terms of the maintenance agreement between you and the Supplier. Any increase in Maintenance Payments will increase the Rental payable at that time by a corresponding amount.

**6. EARLY TERMINATION BY YOU**

You may put an end to this Agreement at any time by giving us three months' notice that you wish to do so, and by paying us a sum calculated in accordance with the provisions of Clause 8. We will advise you of the sum which we require and on receipt of this sum by us this Agreement will be cancelled. You must return the Products as provided in Clause 9.

**7. DEFAULT**

We can bring the hiring under this Agreement to an end at any time during the period of the Agreement if any of the following happens:-

- 7.1 You fail to pay any Rental within 7 days of the date when it is due in breach of Clause 4.1; or any other sum due under this or any other agreement with us; or
- 7.2 You fail to keep to any of your other obligations under this Agreement and do not correct that failure within 7 days of us requiring you to do so; or
- 7.3 You or any guarantor makes any misrepresentation in respect of this or any other agreement entered into between the parties
- 7.4 You or any guarantor of this Agreement, being an individual or company, are unable to pay your debts as they fall due, become bankrupt or begin negotiations with your creditors or in the case of an individual, die; or
- 7.5 You or any guarantor of this Agreement, cease to trade being a company, are unable to pay your debts (as defined in the Insolvency Act 1986), go into liquidation or administration or (if you are a partnership) you are or become dissolved or have a receiver or administrative receiver appointed over all or any of your assets.
- 7.6 You being a company are subject to a change in voting control in respect of yourself, or any holding company which controls you or a material part of your assets is transferred to another party.
- 7.7 If the Products (or any part of them) becomes an actual or constructive total loss; or
- 7.8 an event occurs which has or is likely to have in our opinion a material adverse effect on your business, properties or condition, financial or otherwise, or on your ability to duly perform and observe any of your obligations under this Agreement; or
- 7.9 If any other agreement which you enter into with us or a member of our group of companies is terminated or becomes capable of termination. Any of the above will be considered as a "Repudiation". Repudiation is when you indicate that you no longer intend to keep to this Agreement and we may give you notice that your right to possession of the Products is terminated and make arrangements for their recovery; or
- 7.10 any event occurs which has or is likely to have in our opinion a material adverse effect on your business, properties or condition, financial or otherwise, or on your ability to duly perform and observe any of your obligations under this Agreement.

**8. TERMINATION PAYMENT**

- 8.1 If we end the hiring of the Products under Clause 7 or you end the hiring of the Products under Clause 6 you must return the Products to us in accordance with Clause 9 and pay us immediately:
  - a) all Rentals and other sums already due to us; and
  - b) all Rentals (less any Maintenance Payments included) you would have paid had the hiring continued for the full Minimum Term, discounted at a rate of no less than 2% per annum from the date on which each Rental would have fallen due, to the date the hiring would have ended.
- 8.2 Except where you exercise your rights under Clause 6, if we are to recover the Products and are able to sell them, we will apply any proceeds of sale after deducting any value added tax and our costs in repossessing and selling the Products in the following order:
  - a) first towards amounts due but not paid by you pursuant to Clause 8.1(a) and (b) above;
  - b) to the extent that there is any balance, rebate to you the Rentals paid by you.

**9. RETURN OF PRODUCTS**

When you stop hiring under this Agreement, or it is terminated under Clause 6 or Clause 7, you must ensure the Products are safely and properly stored until returned, not use the Products, return the Products within fourteen days, and in the same original, complete working order as when accepted, save for wear & tear to an address nominated by us within the United Kingdom. You will be responsible at your own cost for the removal, possession charges & any other expenses incurred relating to return of the Products until the time we take delivery of them. If you do not you must continue to pay Rentals on a pro rata basis until the Products are received and accepted by us. "Same Original, Complete Working Order" means that all of the Products are immediately available for use by a third party, user or other lessee, other than yourself, without the need for repair or refurbishment. All Products must be free of markings. You will reimburse us for any missing or defective parts or accessories. The Products must be properly packed for shipment in accordance with the manufacturer's recommendations and specifications, freight pre-paid and insured. If you fail to do so you will be liable for our costs incurred in recovering the Products and/or restoring them to good operating order. In the event

that we are prevented from recovering the Products, or that they are no longer in your possession, you will be liable to pay us on demand a sum equal to the estimated average fair market value of similar products of like age. Where the Products consist of Software, you are under no obligation to return the medium on which it is stored, or training manuals to us, as they are given to you, not hired. This does not affect any arrangement you may have reached with the licensor of the Software.

**10. MAINTENANCE OPTION**

If you have indicated that you wish us to collect Maintenance Payments as part of each Rental, as set out overleaf, the following will apply:-

- 10.1 We will act as your agent for the purpose of transmitting (to the extent received and subject to the terms below) Maintenance Payments (agreed between the Supplier and you) to the Supplier.
- 10.2 The Supplier is responsible for providing maintenance service for the Products specified in, accordance with the terms of the maintenance agreement which the Supplier has entered into with you. We accept no responsibility for carrying out maintenance services or any act or omission or failure of the Supplier in connection with such services.
- 10.3 If Rentals include Maintenance Payments, without limitation to any other term of this Agreement, we may at any time, and from time to time after the first year of this Agreement, increase the Maintenance Payments part of your Rental in accordance with the terms of the maintenance agreement. Any increase in Maintenance Payments will increase your Rentals accordingly.
- 10.4 If you fail to pay any of the Rentals to us, we will not pay the Maintenance Payments to the Supplier, who as a result, may be entitled to withdraw maintenance services. This will not affect your obligations to us under this agreement.
- 10.5 If the Supplier is no longer able to provide maintenance service, in accordance with the terms of the maintenance agreement (and unless we agree with you an alternative supplier of maintenance service) you may give us not less than 30 days' notice in writing that you wish to end the arrangement for the inclusion of Maintenance Payments. We will reduce the Rentals by the amount of the Maintenance Payments then included in the Rentals from the next date upon which payment is due following expiry of the notice. Ending the inclusion of Maintenance Payments may not end your rights and duties under your maintenance agreement with the Supplier.
- 10.6 We shall be permitted to apply amounts received from you first towards satisfaction of the Rentals, notwithstanding any purported application to the contrary by you.

**11. NOTICES**

Notices from you to us should be sent to the address overleaf. Notices from us to you will be sent to your address overleaf or to any other address which you have notified to us in writing.

**12. VAT**

All Rentals and other amounts payable under this Agreement are subject to VAT at the rate applicable when they are due for payment. We will supply periodic VAT invoices.

**13. ENTIRE AGREEMENT**

This Agreement incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date when it commences. We exclude all representations made before entry into this Agreement.

**14. CAPACITY**

- 14.1 We confirm that we enter into this Agreement as either:
  - a) owner of the Products; or
  - b) agent of the third party who has acquired title in the Products.
- 14.2 We may assign the benefit of this Agreement to another party and may cause the title in the Products to vest in another party. In any such event, you shall owe to the principal or assignee all obligations to be performed by you under this Agreement as if the principal/assignee was named in this Agreement in our place. Regardless of the assignment or agency, we shall perform our obligations directly to you and will remain responsible for the management of this Agreement. By signing this Agreement you consent to such assignment or agency. You acknowledge that you have no right to acquire title in the Products at any time.

**15. AGENCY**

Neither the Supplier nor any other person not directly employed by us has any authority to act as our agent or to make commitments in relation to this Agreement.

**16. JOINT AND SEVERAL LIABILITIES**

If more than one person is named as customer the liability of each shall be joint and several.

**17. SET OFF**

If any monies are payable to you under this Agreement by us, we may withhold from those monies an amount equal to the total monies you owe us under this or any other account.

**18. CONTRACTS (RIGHTS OF THIRD PARTIES)**

A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

**19. OUR RIGHTS**

Our rights under this Agreement will not be affected if we do not enforce, or we delay enforcing, any of these terms.

**20. GOVERNING LAW**

This Agreement is governed by English law. Any dispute arising from it shall be subject to the jurisdiction of the English Courts.

**21. ELECTRONIC SIGNATURE**

You agree that this Agreement may be entered into and signed electronically. Any signature made by you or on your behalf in a way which complies with the Electronic Communications Act 2000 will be effective and binding on you.



## IMPORTANT – USE OF YOUR INFORMATION DATA PROTECTION ACT 1998

By signing this Agreement you agree that information you provide about yourself in this application may be passed to one or more finance companies for the purpose of organising finance on your behalf. When you apply to a finance company, credit scoring and other automated decision-making systems may be used in assessing your application. The Finance Company selected will check the following records about you and your business partners; their own; those at fraud prevention agencies (FPAs), and personal and business records at credit reference agencies (CRAs). When CRAs receive a search from the Finance Company they will place a search footprint on your business credit file that may be seen by other lenders. CRAs will supply the Finance Company with both public (including the electoral register) and shared credit and fraud prevention information. If you are a director, the Finance Company will seek confirmation, from CRAs, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House. CRAs will record all application information, including information on your business and its proprietors and CRAs may create a record of the name and address of your business and its proprietors if there is not one already. Where you borrow from the Finance Company, the Finance Company will give details of your accounts and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information will be used by the Finance Company and may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe.

Records remain on file for 6 years after they are closed, whether settled by you or defaulted. A joint application may result in you being financially linked with the other party when future applications are considered. If you give the Finance Company false or inaccurate information and the Finance Company suspect or identify fraud the Finance Company will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention. The Finance Company and other organisations may also access and use information recorded by FPAs from other countries. The Finance Company will make checks such as assessing this application for credit and verifying identities to prevent and detect crime and money laundering. The Finance Company may also make periodic searches at CRAs and FPAs to manage your account with them. If you wish to know which CRAs have been supplied your details, would like details of the information the Finance Company holds about you (a small fee may apply), or you would like full details of How We Use Your Data (this is a condensed version) please write to The Finance Company whose details will be inserted in the box headed 'Owner's Name and Address overleaf. Your data may also be used when required by law or where permitted under the terms of the Data Protection Act 1998. The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or one of our suppliers. Such staff may be engaged in, among other things, the processing of your payment details and the provision of support services. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

**Please telephone us on [redacted] if you want to have details of those credit reference and fraud prevention agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee may be payable.**