

HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Between us (the Owner) and you (the Hirer), on the terms set out below and overleaf.

Name (the Owner)	
Address	Postcode
Name (the Hirer)	
Address	Postcode

KEY FINANCIAL INFORMATION	
Description of goods	
Maker's name	New / Used, Year
Model	Registration No
Chassis/Serial No	
Accessories	

<p>Payments Advance Rental an advance rental payment for the first / last * _____ months(s) / quarter(s)* of the Primary Period, in the sum of _____ by * cash / debit card / credit card / cheque Primary Period Rentals A first Primary Period Rental _____ (including £ _____ admin fee), in the sum of _____ payable on _____ followed by _____ rentals, each in the sum of _____ payable on the same day in each month / quarter* commencing on _____ followed by a final Primary Period Rental in the sum of _____ payable on _____ followed by: Secondary Period Rentals monthly / quarterly / annual rentals* each in the sum of _____ payable on the same day in each interval commencing on _____ On termination under clause 7, an amount is payable equal to (i) rentals and other amounts due plus (ii) unaccrued rentals and any applicable assumed residual value, duly discounted (iii) less the value of the Goods (see clause 7 (b)). Period of Hire The minimum period of hire (Primary Period) is _____ months We have the right to vary the rentals, by giving you one month's written notice of the variation, if there is a change in corporation tax, capital allowances or writing down allowances, so as to leave us in the same position as if such event had not taken place.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Rentals (incl VAT)</th> </tr> <tr> <td style="text-align: right;">£</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: right;">£</td> <td></td> </tr> <tr> <td style="text-align: right;">£</td> <td></td> </tr> <tr> <td style="text-align: right;">£</td> <td></td> </tr> </table>	Rentals (incl VAT)		£		£		£		£	
Rentals (incl VAT)											
£											
£											
£											
£											

KEY INFORMATION
<p>Charges We may charge you default interest in accordance with clause 5 over the page. We may also require payment of our reasonable charges for (a) sending arrears letters, reminders or documents to which you are not entitled; (b) tracing you if you move address without notifying us; (c) finding the goods if they are not at the address given by you; or (d) cheques, standing orders or direct debits which are dishonoured, stopped or not paid by you. Where known at the date of this agreement, our costs for the above are for (a) _____, for (b) _____, for (c) _____ and for (d) _____ and otherwise as notified to you. See also clause 5(b) - costs for enforcing this agreement. IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau. MISSING PAYMENTS Missing payments could have severe consequences and may make obtaining credit more difficult.</p>

YOUR RIGHT TO CANCEL
Once you have signed this agreement you have a short time in which you can cancel it. Details of how to cancel it will be sent to you by us.

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature(s) of Hirer(s)
 Date(s) of signature(s)
 Under this agreement the goods do not become your property and you must not sell them.

ASSUMED RESIDUAL VALUE OF GOODS (complete only if applicable, see clause 7(b) (ii))	
Inclusive of VAT	£

GOODS VEHICLE OPERATOR'S LICENCE DETAILS (if applicable)	
Name of Licensee	
Licence no	Expiry date

HIRER'S BUSINESS AND CONTACT DETAILS	
Nature of business	Year established
Tel	Fax
E-mail	

HIRER'S BANK DETAILS	
Bank name	
Address	
Account name	
A/c no	Sort code

OWNER'S CONTACT DETAILS AND SIGNATURE	
Regd Office	
Reg'd in	Co Reg No
Tel	
VAT No	LAC 04/06 Original

Signed _____ for and behalf of the Owner
 Date _____ which is the date of this Agreement

Before you sign this Agreement please read the following.

- This Agreement is entered into on the understanding that you are over the age of 18 and the information you have provided is true and accurate.
- Read this page and the terms of the Agreement overleaf.
- By signing this Agreement you, the Hirer, request us the Owner, to purchase the Goods described on this page and you offer to take the Goods on hire for the use and purpose of your business on the terms set out on this page and overleaf. Your special attention is drawn to clause 9 overleaf.

IMPORTANT: USE OF YOUR INFORMATION Please read "Use of Your Information" overleaf before you sign as by signing you are agreeing to this use and disclosure of your information. We may:

- send you information about our products and services and those of other businesses;
- pass your details to other selected businesses and to anyone who introduced you to us, to send you information about their products and services.

To stop us doing this, write to us or tick this box

To stop us or other businesses contacting you by telephone to offer you other products or services, write to us or tick this box

If you are willing to be contacted by email, automated calling system or personal fax, tick this box

Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially. Please read "Use of Associated Records" overleaf before you sign.

* Delete if inapplicable

1 Period of Lease

We agree to hire to you, and you agree to take on hire, the Goods for the Primary Period (subject to Clause 6) specified overleaf and thereafter until terminated by you or us by giving the other at least 3 months' notice in writing, to expire no earlier than the end of the Primary Period.

2 Payment

- a) On our signing this Agreement you shall forthwith pay to us the advance rental specified overleaf (if you have not already done so).
 b) You shall pay all rentals set out overleaf by their specified dates to us at the address stated overleaf. Punctual payment is essential. Payment by post shall be at your risk.

3 Care of the Goods

- a) You shall keep the Goods safely at the address stated overleaf or notified by you when you take delivery. You may not move them elsewhere without obtaining our prior written consent. Where the Goods comprise a vehicle, the vehicle may be driven anywhere in the United Kingdom, but shall not be taken outside the United Kingdom without our prior consent.
 b) You are responsible for all loss or damage to the Goods (except fair wear and tear) even if caused by acts or events outside your control.
 c) You shall:
 i) keep the Goods properly protected and in good working order and condition;
 ii) not allow a repairer or any other person to obtain a lien on, or right to retain, the Goods;
 iii) comply strictly with all legal requirements relating to the Goods and the written instructions of the manufacturer or other supplier and ensure, so far as is reasonably practicable, that the Goods are safe and without risk to health;
 iv) permit us or our authorised representative at all reasonable times to inspect and test the Goods and to affix nameplates.
 d) You shall not, without our prior written consent:
 i) sell or dispose of the Goods or part with their possession, except for the purpose of repair;
 ii) make any material alteration or addition to the Goods or affix them to any land or buildings.

4 Insurance

- a) You shall keep the Goods insured under a fully comprehensive policy of insurance, free from restriction or excess, covering the Goods to their full replacement value against fire, theft, accidental damage and other risks against which it is commercially prudent to insure, and shall punctually pay all premiums and produce premium receipts to us on demand.
 b) You shall hold on trust for us the insurance moneys payable under the policy and you irrevocably authorise us to receive such moneys from the insurance company, to agree the amount of any claim with the insurance company and to receive payment from them.
 c) Where the Goods are lost or destroyed, or we notify you in writing that in our opinion they are incapable of economic repair, the insurance moneys shall be applied in payment to us of any sums previously accrued due to us (whether for debt or damages) and of a sum equal to that payable under Clause 7(b) as if this agreement had been ended under Clause 6. Any deficiency shall forthwith be payable by you and any surplus by us. Upon payment of the insurance moneys (and any deficiency) this agreement shall come to an end.
 d) In every other case of damage this agreement shall continue and the insurance moneys shall be retained by us until the Goods have been repaired to our satisfaction, when they shall be released to the repairer or (if the cost of repairs has been paid by you) to you.
 e) The policy of insurance referred to in clause 4(a) above shall include cover in respect of claims brought or arising from injury, damage or both caused by the Goods, their condition or use and such cover shall have a limit of liability no lower than is reasonable having regard to the Goods and their intended or actual use or such limit as we shall reasonably require.

5 Default interest and other enforcement rights

- a) We have the right to charge interest at the rate of 5% over Finance House Base Rate from time to time on all overdue amounts. This interest will accrue on a daily basis from the date the amount falls due until it is received and will run both before and after any judgment.
 b) You agree to pay us any charges or costs shown in 'Key Information' over the page which may become payable, including our reasonable legal costs for enforcing this agreement.

6 Default

We shall have the rights stated in clause 7 if:-

- a) you commit any breach of your obligations under Clauses 2(a), 2(b), 3 or 4, the complete and punctual performance of which is of the essence of this agreement;
 b) a meeting is called of your creditors or if any arrangement, composition or trust deed is made or proposed with or for the benefit of them;
 c) a statutory demand (that is, a written demand for paying a debt of at least £750 which, if not paid in full, may result in bankruptcy proceedings being brought against you) is not paid for 21 days, or any steps are taken by you or anyone else to declare you bankrupt;
 d) you cease to carry on business or, being a partnership, it is dissolved or proceedings have begun for its dissolution;
 e) a bailiff or other officer controls or seizes the Goods or any of your goods following a court order; or
 f) the landlord of the premises where the goods are situated threatens, or takes steps, to seize or in any other way control the Goods or any of your goods.

7 Default remedies

If any event described in Clause 6 occurs, we shall be entitled, after giving you written notice (without prejudice to any previously accrued rights and remedies we may have) to end this agreement and to:-

a) repossess and sell the Goods and

b) recover from you;

i) rentals and other amounts accrued due to us at the expiry of the written notice, plus (ii) a sum equal (on the date of termination of this agreement) to the present value of rentals (including the final Primary Period Rental) that would, but for such termination, have accrued due between the date of termination and the expiry of the Primary Period plus, where there is no final Primary Period Rental, any assumed residual value stated overleaf, such sum discounted at the rate stated in Clause 11(d) from the date of termination to the end of the Primary Period; less: the net proceeds of sale of the Goods if repossessed and sold or their value as determined by us, if not sold. This net sum shall bear VAT.

8 Responsibility for the Goods after termination

Upon termination of this agreement, you shall, at our request:

- a) return the Goods at your expense to any address in the UK reasonably specified by us; or
 b) keep the Goods insured under Clause 4 and store them for us at your expense for 30 days or until the return of the Goods to us, whichever is the earlier.

9 Acknowledgement and indemnity

a) You acknowledge that:

- i) the Goods are required for the purpose of a business carried on by you, were selected by you and acquired by us at your request for the purposes of this agreement;
 ii) in selecting the Goods you relied on your, and not on our or the supplier's skill and judgement;
 iii) acceptance by you of delivery of the Goods is evidence that you are satisfied that they are in all respects in good working order and condition and conform with your requirements;
 iv) we do not accept responsibility for the Goods' correspondence with description, quality, condition or suitability;
 v) except as provided by statute, or where expressly authorised by us, no supplier by whom the Goods were or are to be supplied is our agent.
 b) You agree to indemnify us against all claims, damages, loss, costs and expenses (including all legal costs) arising out of the possession or use of the Goods, except for injury or death caused by our negligence.
 c) Without limiting the above, our liability for any breach of this agreement shall not exceed the total of the Primary Period Rentals.

10 General conditions

- a) No relaxation or indulgence which we may extend to you shall affect our strict rights under this agreement.
 b) The Goods shall at all times remain our property and you shall neither have nor acquire any right or interest in the Goods except as a bailee or, in Scotland, a hirer.
 c) Where two or more persons are named as the Hirer your liability shall be joint and several. This means that either of you can be held fully liable for the responsibilities of the Hirer under this agreement.
 d) Payment of VAT at the applicable rate is due with all rentals.
 e) We may transfer our rights and responsibilities under this agreement to another person. This will not take away any of your rights or responsibilities under this agreement. You may not transfer any of your rights or responsibilities under this agreement to another person.
 f) A notice or document under this agreement may be given or served by delivery, post or facsimile: (i) on the Hirer at the Hirer's address stated in this agreement or the Hirer's last known address; (ii) on the Owner at the Owner's address stated in this agreement or other address notified by the Owner to the Hirer. A notice or document sent by first-class post shall be taken to have been received 48 hours after posting.
 g) In the interpretation of this agreement in Scotland any expression not in current use in Scotland shall be accorded its nearest equivalent meaning.
 h) If any provision of this agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall remain in full force and effect.

11 Definitions

- a) 'Owner' includes the Owner's successors and assigns;
 b) 'Goods' includes all replacements, renewals, additions and accessions made to them by, or with the consent, of the Owner or the insurer;
 c) 'we' means the Owner and 'you' means the Hirer and 'our' and 'your' and any derivatives shall similarly refer to the Owner and the Hirer respectively;
 d) 'net proceeds of sale' means the proceeds of sale after deducting expenses (including legal costs) of ascertaining the whereabouts of the Goods and their repossession, insurance, storage, repair and sale, net of any VAT;
 e) 'present value of rentals' means the aggregate of such rentals net of value added tax after discounting each rental at 4% from the date of termination to the date on which such rental would have fallen due but for termination.

12 When this agreement takes effect

This agreement will only come into force when we or our authorised representative have signed it.

13 Rights of other people

Nothing in this agreement will give any person, other than you or us (or anyone who takes over from us or any person we have transferred our rights to under this agreement), any rights under this agreement.

USE OF YOUR INFORMATION

In considering whether to enter into this agreement we will search your record at credit reference agencies. They will add, to their record about you, details of our search and your application and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and those with whom you are financially linked.

We may use a credit scoring or other automated decision making system.

We will also add to your record with the credit reference agencies details of your agreement with us, any payments you make under it and any default or failure to keep to its terms. These records will be shared with other organisations and may be used and searched by us and them to:

- consider applications for credit and credit related services, such as insurance, for you and any associated person;
- trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your account(s).

It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded. Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals or claims for you and members of your household.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes. If we transfer, charge or assign your agreement to a third party or if we employ a third party to manage any aspect of your account, we will pass relevant information about you to them.

Please telephone or write to us at the telephone number/address stated overleaf if you want to have details of the credit reference agencies or any other 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. A fee may be payable.

USE OF ASSOCIATED RECORDS

Before entering into this agreement we may search records at credit reference agencies, which may be linked to your spouse/partner, or other persons with whom you are linked financially. For the purposes of any application or this agreement you may be treated as financially linked and you will be assessed with reference to "associated records".

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result an 'association' will be created which will link your financial records and your associate's information may be taken into account when a future search is made by us or another lender unless you file a "disassociation" at the credit reference agency.

HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Between us (the Owner) and you (the Hirer), on the terms set out below and overleaf.

Name (the Owner)	
Address	Postcode
Name (the Hirer)	
Address	Postcode

KEY FINANCIAL INFORMATION	
Description of Goods	
Maker's name	New / Used, Year
Model	Registration No
Chassis/Serial No	
Accessories	
Payments	
Advance Rental an advance rental payment for the first / last th _____ months(s) / quarter(s) th of the Primary Period, in the sum of Primary Period Rentals A first Primary Period Rental	Rentals (incl VAT)
£ _____	£ _____
(including £ _____ admin fee), in the sum of	£ _____
payable on _____	£ _____
followed by _____ rentals, each in the sum of	£ _____
payable on the same day in each month / quarter*	£ _____
commencing on _____	£ _____
followed by a final Primary Period Rental in the sum of	£ _____
payable on _____	£ _____
followed by:	£ _____
Secondary Period Rentals monthly / quarterly / annual rentals* each in the sum of	£ _____
payable on the same day in each interval	£ _____
commencing on _____	£ _____
On termination under clause 7, an amount is payable equal to (i) rentals and other amounts due plus (ii) unaccrued rentals and any applicable assumed residual value, duly discounted (iii) less the value of the Goods (see clause 7 (b)).	
Period of Hire The minimum period of hire (Primary Period) is	_____ months
We have the right to vary the rentals, by giving you one month's written notice of the variation, if there is a change in corporation tax, capital allowances or writing down allowances, so as to leave us in the same position as if such event had not taken place.	

KEY INFORMATION
Cancellation rights This agreement is not cancellable.
Charges We may charge you default interest in accordance with clause 5 over the page. We may also require payment of our reasonable charges for (a) sending arrears letters, reminders or documents to which you are not entitled; (b) tracing you if you move address without notifying us; (c) finding the goods if they are not at the address given by you; or (d) cheques, standing orders or direct debits which are dishonoured, stopped or not paid by you. Where known at the date of this agreement, our costs for the above are for (a) _____, for (b) _____, for (c) _____ and for (d) _____ and otherwise as notified to you. See also clause 5(b) - costs for enforcing this agreement
IMPORTANT-READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.
MISSING PAYMENTS Missing payments could have severe consequences and may make obtaining credit more difficult.

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature(s) of Hirer(s)

Under this agreement the goods do not become your property and you must not sell them.

ASSUMED RESIDUAL VALUE OF GOODS (complete only if applicable, see clause 7 (b) (ii))	
Inclusive of VAT	£ _____

GOODS VEHICLE OPERATOR'S LICENCE DETAILS (if applicable)	
Name of Licensee	_____
Licence no	_____
Expiry date	_____

HIRER'S BUSINESS AND CONTACT DETAILS	
Nature of business	Year established
Tel	Fax
E-mail	

HIRER'S BANK DETAILS	
Bank name	
Address	
Account name	
A/c no	Sort code

OWNER'S CONTACT DETAILS AND SIGNATURE	
Regd Office	
Reg'd in	Co Reg No
Tel	
VAT No	LAA 04/06 (amended 2014)

Signed _____ for and behalf of the Owner

Date _____ which is the date of this Agreement

Before you sign this Agreement please read the following.

- This Agreement is entered into on the understanding that you are over the age of 18 and the information you have provided is true and accurate.
- Read this page and the terms of the Agreement overleaf.
- By signing this Agreement you, the Hirer, request us the Owner, to purchase the Goods described on this page and you offer to take the Goods on hire for the use and purpose of your business on the terms set out on this page and overleaf.

Your special attention is drawn to clause 9 overleaf.

IMPORTANT: USE OF YOUR INFORMATION Please read "Use of Your Information" overleaf before you sign as by signing you are agreeing to this use and disclosure of your information. We may:

- send you information about our products and services and those of other businesses;
- pass your details to other selected businesses and to anyone who introduced you to us, to send you information about their products and services.

To stop us doing this, write to us or tick this box

To stop us or other businesses contacting you by telephone to offer you other products or services, write to us or tick this box

If you are willing to be contacted by email, automated calling system or personal fax, tick this box

Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially. Please read "Use of Associated Records" overleaf before you sign.

* Delete if inapplicable

1 Period of Lease

We agree to hire to you, and you agree to take on hire, the Goods for the Primary Period (subject to Clause 6) specified overleaf and thereafter until terminated by you or us by giving the other at least 3 months' notice in writing, to expire no earlier than the end of the Primary Period.

2 Payment

a) On our signing this Agreement you shall forthwith pay to us the advance rental specified overleaf (if you have not already done so).

b) You shall pay all rentals set out overleaf by their specified dates to us at the address stated overleaf. Punctual payment is essential. Payment by post shall be at your risk.

3 Care of the Goods

a) You shall keep the Goods safely at the address stated overleaf or notified by you when you take delivery. You may not move them elsewhere without obtaining our prior written consent. Where the Goods comprise a vehicle, the vehicle may be driven anywhere in the United Kingdom, but shall not be taken outside the United Kingdom without our prior consent.

b) You are responsible for all loss or damage to the Goods (except fair wear and tear) even if caused by acts or events outside your control.

c) You shall:

- i) keep the Goods properly protected and in good working order and condition;
- ii) not allow a repairer or any other person to obtain a lien on, or right to retain, the Goods;
- iii) comply strictly with all legal requirements relating to the Goods and the written instructions of the manufacturer or other supplier and ensure, so far as is reasonably practicable, that the Goods are safe and without risk to health;
- iv) permit us or our authorised representative at all reasonable times to inspect and test the Goods and to affix nameplates.

d) You shall not, without our prior written consent:

- i) sell or dispose of the Goods or part with their possession, except for the purpose of repair;
- ii) make any material alteration or addition to the Goods or affix them to any land or buildings.

4 Insurance

a) You shall keep the Goods insured under a fully comprehensive policy of insurance, free from restriction or excess, covering the Goods to their full replacement value against fire, theft, accidental damage and other risks against which it is commercially prudent to insure, and shall punctually pay all premiums and produce premium receipts to us on demand.

b) You shall hold on trust for us the insurance moneys payable under the policy and you irrevocably authorise us to receive such moneys from the insurance company, to agree the amount of any claim with the insurance company and to receive payment from them.

c) Where the Goods are lost or destroyed, or we notify you in writing that in our opinion they are incapable of economic repair, the insurance moneys shall be applied in payment to us of any sums previously accrued due to us (whether for debt or damages) and of a sum equal to that payable under Clause 7(b) as if this agreement had been ended under Clause 6. Any deficiency shall forthwith be payable by you and any surplus by us. Upon payment of the insurance moneys (and any deficiency) this agreement shall come to an end.

d) In every other case of damage this agreement shall continue and the insurance moneys shall be retained by us until the Goods have been repaired to our satisfaction, when they shall be released to the repairer or (if the cost of repairs has been paid by you) to you.

e) The policy of insurance referred to in clause 4(a) above shall include cover in respect of claims brought or arising from injury, damage or both caused by the Goods, their condition or use and such cover shall have a limit of liability no lower than is reasonable having regard to the Goods and their intended or actual use or such limit as we shall reasonably require.

5 Default interest and other enforcement rights

a) We have the right to charge interest at the rate of 5% over Finance House Base Rate from time to time on all overdue amounts. This interest will accrue on a daily basis from the date the amount falls due until it is received and will run both before and after any judgment.

b) You agree to pay us any charges or costs shown in 'Key Information' over the page which may become payable, including our reasonable legal costs for enforcing this agreement.

6 Default

We shall have the rights stated in clause 7 if:-

a) you commit any breach of your obligations under Clauses 2(a), 2(b), 3 or 4, the complete and punctual performance of which is of the essence of this agreement;

b) a meeting is called of your creditors or if any arrangement, composition or trust deed is made or proposed with or for the benefit of them;

c) a statutory demand (that is, a written demand for paying a debt of at least £750 which, if not paid in full, may result in bankruptcy proceedings being brought against you) is not paid for 21 days, or any steps are taken by you or anyone else to declare you bankrupt;

d) you cease to carry on business or, being a partnership, it is dissolved or proceedings have begun for its dissolution;

e) a bailiff or other officer controls or seizes the Goods or any of your goods following a court order; or

f) the landlord of the premises where the goods are situated threatens, or takes steps, to seize or in any other way control the Goods or any of your goods.

7 Default remedies

If any event described in Clause 6 occurs, we shall be entitled, after giving you written notice (without prejudice to any previously accrued rights and remedies we may have) to end this agreement and to:-

a) repossess and sell the Goods and

b) recover from you:

i) rentals and other amounts accrued due to us at the expiry of the written notice, plus (ii) a sum equal (on the date of termination of this agreement) to the present value of rentals (including the final Primary Period Rental) that would, but for such termination, have accrued due between the date of termination and the expiry of the Primary Period plus, where there is no final Primary Period Rental, any assumed residual value stated overleaf, such residual value discounted at the rate stated in Clause 11(e) from the date of termination to the end of the Primary Period; less: the net proceeds of sale of the Goods if repossessed and sold or their value as determined by us, if not sold. This net sum shall bear VAT.

8 Responsibility for the Goods after termination

Upon termination of this agreement, you shall, at our request:

- a) return the Goods at your expense to any address in the UK reasonably specified by us; or
- b) keep the Goods insured under Clause 4 and store them for us at your expense for 30 days or until the return of the Goods to us, whichever is the earlier.

9 Acknowledgement and indemnity

a) You acknowledge that:

i) the Goods are required for the purpose of a business carried on by you, were selected by you and acquired by us at your request for the purposes of this agreement;

ii) in selecting the Goods you relied on your, and not on our or the supplier's skill and judgement;

iii) acceptance by you of delivery of the Goods is evidence that you are satisfied that they are in all respects in good working order and condition and conform with your requirements;

iv) we do not accept responsibility for the Goods' correspondence with description, quality, condition or suitability;

v) except as provided by statute, or where expressly authorised by us, no supplier by whom the Goods were or are to be supplied is our agent.

b) You agree to indemnify us against all claims, damages, loss, costs and expenses (including all legal costs) arising out of the possession or use of the Goods, except for injury or death caused by our negligence.

c) Without limiting the above, our liability for any breach of this agreement shall not exceed the total of the Primary Period Rentals.

10 General conditions

a) No relaxation or indulgence which we may extend to you shall affect our strict rights under this agreement.

b) The Goods shall at all times remain our property and you shall neither have nor acquire any right or interest in the Goods except as a bailee or, in Scotland, a hirer.

c) Where two or more persons are named as the Hirer your liability shall be joint and several. This means that either of you can be held fully liable for the responsibilities of the Hirer under this agreement.

d) Payment of VAT at the applicable rate is due with all rentals.

e) We may transfer our rights and responsibilities under this agreement to another person. This will not take away any of your rights or responsibilities under this agreement. You may not transfer any of your rights or responsibilities under this agreement to another person.

f) A notice or document under this agreement may be given or served by delivery, post or facsimile: (i) on the Hirer at the Hirer's address stated in this agreement or the Hirer's last known address; (ii) on the Owner at the Owner's address stated in this agreement or other address notified by the Owner to the Hirer. A notice or document sent by first-class post shall be taken to have been received 48 hours after posting.

g) In the interpretation of this agreement in Scotland any expression not in current use in Scotland shall be accorded its nearest equivalent meaning.

h) If any provision of this agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall remain in full force and effect.

11 Definitions

a) 'Owner' includes the Owner's successors and assigns;

b) 'Goods' includes all replacements, renewals, additions and accessions made to them by, or with the consent, of the Owner or the insurer;

c) 'we' means the Owner and 'you' means the Hirer and 'our' and 'your' and any derivatives shall similarly refer to the Owner and the Hirer respectively;

d) 'net proceeds of sale' means the proceeds of sale after deducting expenses (including legal costs) of ascertaining the whereabouts of the Goods and their repossession, insurance, storage, repair and sale, net of any VAT;

e) 'present value of rentals' means the aggregate of such rentals net of value added tax after discounting each rental at 4% from the date of termination to the date on which such rental would have fallen due but for termination.

12 When this agreement takes effect

This agreement will only come into force when we or our authorised representative have signed it.

13 Rights of other people

Nothing in this agreement will give any person, other than you or us (or anyone who takes over from us or any person we have transferred our rights to under this agreement), any rights under this agreement.

USE OF YOUR INFORMATION

In considering whether to enter into this agreement we will search your record at credit reference agencies. They will add, to their record about you, details of our search and your application and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and those with whom you are financially linked.

We may use a credit scoring or other automated decision making system.

We will also add to your record with the credit reference agencies details of your agreement with us, any payments you make under it and any default or failure to keep to its terms. These records will be shared with other organisations and may be used and searched by us and them to:

- consider applications for credit and credit related services, such as insurance, for you and any associated person;

- trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your account(s).

It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded. Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals or claims for you and members of your household.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes. If we transfer, charge or assign your agreement to a third party or if we employ a third party to manage any aspect of your account, we will pass relevant information about you to them.

Please telephone or write to us at the telephone number/address stated overleaf if you want to have details of the credit reference agencies or any other 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. A fee may be payable.

USE OF ASSOCIATED RECORDS

Before entering into this agreement we may search records at credit reference agencies, which may be linked to your spouse/partner, or other persons with whom you are linked financially. For the purposes of any application or this agreement you may be treated as financially linked and you will be assessed with reference to "associated records".

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result an 'association' will be created which will link your financial records and your associate's information may be taken into account when a future search is made by us or another lender unless you file a "disassociation" at the credit reference agency.