

Agreement No: _____ Office Copy

Hire Agreement regulated by the Consumer Credit Act 1974

Owner: LEASING PROGRAMMES LIMITED, 26a Fore Street, Wellington, Somerset, TA21 8AQ and our assigns.

Hirer Please use BLOCK CAPITALS

Full business name (including sole trader/partners' names)

Address

PostCode:

Key Financial Information

Full description of Equipment		New or Used
<input type="text"/> <input type="text"/> <input type="text"/>		<input type="text"/>
Duration of Minimum Rental Period (<i>months in words</i>)	Minimum number of Rentals	Rental frequency
<input type="text"/>	<input type="text"/>	<input type="text"/>
Number of Rental(s) (<i>in words</i>)	Rental(s) payable in the Minimum Rental Period excl VAT	Rental(s) payable in the Minimum Rental Period inc VAT
<input type="text"/>	<input type="text"/>	<input type="text"/>
Followed by (<i>in words</i>)	Rental(s) payable in the Minimum Rental Period excl VAT	Rental(s) payable in the Minimum Rental Period inc VAT
<input type="text"/>	<input type="text"/>	<input type="text"/>

Key Information

The Minimum Rental Period starts on the Date of Agreement when the first Rental is payable together with an Acceptance Fee of £176.25 (inc. VAT). Subsequent Rentals as shown above are payable on the same date each consecutive month/quarter/six months/year (as stated above) throughout this Agreement. On expiry of the Minimum Rental Period the Secondary Rental Period will commence and the Rentals will be payable at the same frequency and in the same amount last set out above.

The Rentals may be increased or varied under this Agreement in the event that you stop paying the Rentals by direct debit as set out in clause 4.3 overleaf where there is a rise in corporation tax as set out in clause 4.4 overleaf or if you fail to insure the Equipment as set out in clause 5.1 overleaf. Payments due under your maintenance contract in respect of the Equipment may be increased by your maintenance provider in which case any maintenance payment sent to us to forward to the maintenance provider on your behalf will be increased as set out in clause 7.4.

You may terminate this Agreement at any time during the Minimum Period by giving us three months' written notice pursuant to clause 9.1 and paying us the amount set out in clause 10.2 overleaf which will be: (a) all amounts then outstanding including any interest due on unpaid amounts in accordance with clause 4.5; (b) all future Rentals (excluding maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; (c) if applicable any cost or expense incurred by us in enforcing this Agreement including but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis.

Maintenance

A maintenance payment of (inc. VAT) is payable to the Supplier on the same date and at the same frequency as each Rental payable under this Agreement. If a figure is shown in the maintenance box above, you agree to forward the maintenance payments to us on the relevant due date so that we can forward them to the Supplier on your behalf.

If you fail to pay any Rental or other sum under this Agreement when due or if we enforce this Agreement, you will pay us any costs or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis. Interest will be due from you to us at the rate of 5% above Finance House Base Rate on all overdue amounts, see clause 4.5 overleaf. You shall also be liable to pay the Annual Service Fee set out in clause 4.2 overleaf. This agreement is not a cancellable Agreement.

If we terminate this Agreement pursuant to clause 9.2 then you must pay to us the amount set out in clause 10.2 overleaf which will be: (a) all amounts then outstanding including any interest due on unpaid amounts in accordance with clause 4.5; (b) all future Rentals (excluding maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; (c) if applicable any cost or expense incurred by us in enforcing this Agreement including but not limited to, our administration costs, cost of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis; (d) subject to the deduction of the net resale proceeds of any sale of the Equipment (excluding VAT) which we arrange following our decision to terminate.

MISSING PAYMENTS- Missing payments could have severe consequences and make obtaining credit more difficult

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, the Owner cannot enforce this Agreement 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.

Your Signature

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.

Name and Position of signatory (Director etc)

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

Declaration for exemption relating to businesses (section 16B and 189(1) and (2) Consumer credit Act 1974)

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 Consumer Credit Act 1974 if this Agreement were a regulated agreement under that Act.

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 Consumer Credit Act 1974 I/we should seek independent legal advice.

The above declaration only applies where you are entering into this Agreement wholly or predominantly for business purposes and the total payments to be made under this Agreement including VAT exceeds £25,000.

Hirer's Declaration

By signing this Agreement you confirm that:

The Agreement including the Terms and Conditions has been read and understood by you.

The Agreement has been fully completed (apart from the Owner's signature) and the information appearing on it is complete and accurate.

The information given by you when applying to enter this Agreement is correct.

You are entering into this Agreement in the course of your business.

You understand and agree that it is both reasonable and acceptable that our liability to you in respect of the Equipment is excluded or limited as set out in clause 8.

The Broker and Supplier do not act as your agent

Other than as shown in this Agreement you have not made any payment to any party in relation to arranging or accepting this Agreement.

Data Protection Act 1998

Information provided by you and/or relating to this Agreement may be used by us and others for certain purposes, including sending you additional information. If you do not wish to receive this information then you may indicate such by ticking the box. Please see clause 13 of the Terms and Conditions for full details

IMPORTANT - If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total payments you make under this Agreement are more than £25,000 including VAT and you have declared above that you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

Owner's Acceptance

For and on behalf of the Owner _____ Date of Agreement _____

Office Copy**Terms and Conditions**

The words "you" and its derivatives are used to mean the Hirer and the words "we" and its derivatives are used to mean Leasing Programmes Limited its successors and assigns.

1. PERIOD OF HIRE

If we accept this Agreement we agree to buy the Equipment from your chosen supplier and to hire it to you as agreed in the schedule overleaf commencing on the Date of Agreement even if (where applicable) it has not been at that time fully installed or connected to a communication network. On expiry of the Minimum Rental Period, this Agreement shall automatically continue thereafter from year to year (the "Secondary Rental Period") unless and until it is terminated by you under clause 9.1 or by us under clause 9.2.

2. OWNER

Leasing Programmes Limited, 26a Fore Street, Wellington, Somerset, TA21 8AQ.

3. THE EQUIPMENT

- 3.1 Equipment includes its component parts, replacements and attachments
- 3.2 You must thoroughly check the Equipment and notify us of any apparent problems within 5 working days of delivery in the absence of which we shall be entitled to assume your complete satisfaction with the Equipment.
- 3.3 You must ensure that the Equipment is properly maintained (in accordance with the manufacturer's instructions and recommendations), appropriately licenced and used lawfully at all times.
- 3.4 You are responsible for any external connections required
- 3.5 You must not part with possession of the Equipment, allow anyone else to use it or claim Capital Allowances on it. If you want to move the Equipment from your address stated in this Agreement you must first obtain our written permission.
- 3.6 You shall allow us (or our agents) to inspect the Equipment at any reasonable time.
- 3.7 You shall not sell, transfer, mortgage, charge or sub-let the Equipment or otherwise part with it.
- 3.8 The risk of loss or damage to the Equipment shall pass to you on the delivery of the Equipment to you.
- 3.9 When this Agreement ends you are responsible for the disconnection and return of the Equipment to us in good working order at your expense.

4. PAYMENTS

- 4.1 Rentals will be paid 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 or any withholding whatsoever.
- 4.2 You will pay us an Acceptance Fee of £176.25 (inc VAT) on inception of this Agreement and on each anniversary of your Agreement an Annual Service Fee of £47.00 (inc VAT)
- 4.3 You will make all Rentals by direct debit unless we have agreed otherwise with you. If you stop paying the Rentals specified overleaf by direct debit and pay us by some other method then we shall be entitled to increase the Rentals by 3% to cover our additional administration costs after giving you any notice required by law.
- 4.4 We may increase your Rentals by 8% for each 5% rise in Corporation Tax, or pro-rata thereof, imposed by the Government after the date of this Agreement.
- 4.5 You must pay interest at 5% over Finance House Base Rate on all overdue payments, such interest shall run both before and after judgement. If we notify you that you have incurred any charges as a result of any default under this Agreement (Default Charges), we may only charge you interest on such Default Charges from the 29th day after you have received notice of such Default Charges.
- 4.6 If you fail to pay any Rental or other sum under this Agreement when due you will pay to us any costs incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment, bank charges and all legal costs on a full indemnity basis.
- 4.7 You indemnify us if your possession or use of the Equipment or our repossession of it under this Agreement involves us in any loss or cost.
- 4.8 All payments due under this Agreement are subject to VAT at the prevailing rate. If the VAT rate changes we will adjust any payment accordingly.

5. INSURANCE

- 5.1 You must insure the Equipment with a reputable insurer on an all risks basis (or fully comprehensive basis in respect of vehicles) with no unusual excess and no exclusions for its full replacement value at your own expense. You must arrange to note our interest on any policy of insurance as the Owner of the Equipment and payee of any insurance proceeds. You must produce evidence of such insurance to us on demand and if you fail to insure the Equipment then we shall have the right but not the obligation to insure it at your expense and to increase the Rentals payable under this Agreement accordingly, after giving you any notice required by law.
- 5.2 If you make an insurance claim, then you must notify us.
- 5.3 You shall hold any insurance monies which you receive in respect of the Equipment on trust for us. We may apply any insurance monies (at our option) towards the cost of repair or reinstatement of the Equipment or towards payment of any sum or sums due to us under this Agreement
- 5.4 You agree to indemnify us and keep us fully indemnified on demand against any loss, damage, proceedings, claims, costs or expenses arising directly or indirectly from your hiring, possession, operation or use of the Equipment under this Agreement except for death or personal injury caused by our negligence. The provisions of this clause 5.4 shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.

6. QUALITY OF EQUIPMENT

You have selected the Equipment for your own use relying on your expert judgement as to its suitability. You understand and accept that we are not experts in the Equipment. You acknowledge that we exclude all representations and warranties regarding the Equipment, its quality, durability, fitness for purpose or otherwise to the maximum extent permitted by law. You also acknowledge that the supplier of the Equipment is not our agent and does not have any authority to make any representation or give any warranty concerning the Equipment on our behalf.

7. MAINTENANCE PAYMENTS

- 7.1 We do not provide maintenance for the Equipment hired to you under this Agreement.
- 7.2 If you have taken a separate maintenance agreement in relation to the Equipment the subject of this Agreement, then if noted in the schedule overleaf, we are prepared to collect the maintenance payments from you and forward them on to your maintenance provider as set out overleaf.
- 7.3 We will act as your agent for this purpose, and for no other. In particular, if you are dissatisfied in any way with the maintenance, that is a matter you must take up with your maintenance provider and not us, we are not responsible in any way for the quality of maintenance provided. In that event, the only redress you may have against us is your right to reduce the sums paid to us by the amount indicated in the Maintenance section within the schedule overleaf. This does not affect any obligations you may have towards the maintenance provider.
- 7.4 Payments in respect of maintenance may be increased in accordance with the terms of your maintenance agreement. In that event, your payment to us will be increased accordingly.
- 7.5 Notwithstanding the contents of this clause 7, the provisions of clause 3.3 above remain in full force and effect.

8. EXCLUSION OF LIABILITY

We both recognise that there is risk that the Equipment may not perform as expected and may not be satisfactory. When Equipment is financed the risk of it not working satisfactorily or according to any representations made may be assumed by you, us or the supplier of it. You and we both appreciate that the allocation of risk is a matter of agreement and have decided that you shall bear the risk on the terms set out herein as you acknowledge that we are only a financier of equipment and you yourself have chosen the Equipment from the supplier. Accordingly, you and we both agree:

- 8.1 That the supplier you have chosen is not our agent and is not authorised to make statements or

- 8.2 That you will obtain any warranties relating to the suitability or performance of the Equipment which you require direct from the supplier. If we have the benefit of any such warranties, then we shall transfer the benefit of them to you if you so request;
 - 8.3 That save in the event of death or personal injury caused by our negligence we shall have no liability for the description, state, condition, suitability or performance of the Equipment (or of any software) and any terms otherwise implied by law are expressly excluded to the full extent permitted by law;
 - 8.4 If contrary to clause 8.3 above, the law requires terms to be implied into this Agreement, then you and we both agree that we are not liable for any breach of them because if the breach of any such term had been allocated differently, then we would have charged higher Rentals or we would not have entered into this Agreement;
 - 8.5 In no event will we be liable to you in contract or other area of law including any liability for negligence (save in the event of death or personal injury caused by our negligence) for any loss of revenue, anticipated savings or profits or any loss of use or value or for any indirect or consequential loss; and
 - 8.6 Notwithstanding the above, our maximum liability is limited to: (a) in respect of indirect or consequential loss an amount not exceeding the total of the minimum period Rentals payable (excluding VAT and any maintenance payments) as shown in the schedule overleaf; (b) In respect of any other form of loss, the lesser of the cost of repairing the Equipment, its dilution in value or the total of the Rentals outstanding at the date you suffer the loss. You agree that it is both reasonable and acceptable for us to exclude or limit our liability to you in this way.
- 9. EARLY TERMINATION**
- 9.1 You may end this Agreement early by giving us three months' written notice.
 - 9.2 We may end this Agreement after giving you any written notice required by law;
 - a) If you break any term of this Agreement.
 - b) If you are unable to pay your debts as they fall due or if we consider you are or may become insolvent.
 - c) If you do anything which may prejudice our rights to or in the Equipment.
 - d) 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.
 - e) If we become aware that any information supplied by you is false.
 - f) If the Equipment (or any part of it) becomes an actual or constructive total loss.
 - g) If you breach any loan agreement or other agreement or obligation relating to borrowing or any lease, hire purchase, credit sale or any other form of agreement or any borrowing is declared or could be declared payable prior to its maturity date.
 - h) If there is any change in control of your company or its ultimate holding company.
 - i) If a receiver, administrator, administrative receiver or liquidator is appointed over all or any part of your assets, or any person who is entitled to do so takes any steps to appoint an administrator over any of your assets or files such a notice with the court, or you cease or threaten to cease trading, or you convene any meeting of or enter into any arrangement with your creditors or any of them.
 - j) If a landlord levies or attempts to levy distress on any premises where the Equipment may be.
 - k) If being an individual, you die or become bankrupt or a petition is presented or an application is made for an interim order or a bankruptcy order.
 - l) If you are a partnership and any of the partners dies, or a petition is presented for an administration order to be made in relation to or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with its creditors.
 - m) If we have reasonable grounds to believe the Equipment, or our interest in it, is at risk.
 - n) If any event occurs which, in our opinion, has or is likely to have a material adverse effect on your business, properties or condition, financial or otherwise or on your ability to duly perform and observe your obligations under this Agreement.
- 10. CONSEQUENCES OF TERMINATION** - On termination of this Agreement for any reason, you shall:
- 10.1 Return the Equipment to us at our address overleaf or such other address as we may specify in the same condition as at the date of this Agreement (fair wear and tear excepted) or, if you do not return it, we may repossess it and for such purpose you hereby grant us and our authorised servants and agents an irrevocable licence to enter any premises occupied by you from time to time.
 - 10.2 Pay to us:
 - a) all amounts then outstanding including any interest due on unpaid amounts in accordance with the terms of clause 4.5;
 - b) the total of all future Rentals (excluding any maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; and
 - c) if applicable, any cost or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis.
 - d) subject to the deduction of the net resale proceeds of any sale of the Equipment which we arrange following our decision to terminate but not otherwise.
- 11. CREDIT REFERENCE** - Credit is subject to status and if refused we do not have to state a reason.
- 12. GENERAL**
- 12.1 We may assign our rights and transfer our obligations but you may not do so.
 - 12.2 Notices shall be deemed to be properly given if left or sent to you by post or facsimile to your last known address or registered office.
 - 12.3 If the signatory of this Agreement is not properly authorised by the named Hirer, the signatory shall be liable for the obligations and liabilities of this Agreement.
 - 12.4 Provided that this Agreement is not regulated by the Consumer Credit Act 1974, we may combine our account under this Agreement with any other account held by us (or any other member of our Group of Companies) in your name; and apply in discharge of any amount otherwise payable by us to you the amount of any liability you owe to us (or any Group Company) on any account whatsoever.
 - 12.5 If you consist of two or more persons or if you are a partnership then your liability or that of the partners in the partnership under this Agreement shall be joint and several.
 - 12.6 This Agreement shall be governed by and construed in accordance with English law and you accept the jurisdiction of the English courts.
 - 12.7 No forbearance or concession we allow you will affect our rights under this Agreement.
- 13. DATA PROTECTION ACT 1998** - Before, or at any time after, you enter this Agreement we may search the files of one or more licensed credit reference agencies and/or fraud protection agencies which will keep a record of our enquiry. Credit searches and other information which is provided to us and/or the credit reference agencies about you and those with whom you are linked financially may be used by us and other companies when credit decisions are made about you, or your partners or other members of your household. Details provided by you or relating to this Agreement and any failure by you to keep to its terms will be added to such records and may also be disclosed to other companies in our group of companies and other parties to whom we normally provide such information and/or whose services may be of interest to you. This information may also be used for debt tracing and the prevention of money laundering. If you give false or inaccurate information and we suspect you of fraud we will record this. You are entitled on payment of a fee, to a copy of the records we hold about you and details of the agencies from whom we obtain and to whom we pass information about you, by applying in writing to the Data Manager at our address specified in this Agreement. By signing this Agreement you agree and consent that we may use any information which you provide for any of the above purposes and confirm that, if you are a joint applicant or if you have told us that you have a financial association with another person, you are entitled to disclose information about such joint applicant or anyone referred to by you and authorise us to search, link or record information at credit reference agencies about you and anyone referred to by you.

Office Copy

Hirer's / Supplier's Information	
Telephone:	Contact:
Delivery Address:	
Nature of Business:	Co. Reg No:
Home Address (if sole trader/partnership):	
Supplier Name:	Sales person:
Supplier's address:	

Checklist for Business Finance Hirers'

Customers who are introduced by office equipment suppliers are recommended to take the following steps:

- 1 Make it clear within your own organisation who can sign such agreements.
- 2 Ensure that the supplier of any office equipment involved is reputable and an accredited supplier of the equipment involved.
- 3 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.
- 4 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.
- 5 Always ensure that the completed contract corresponds with any verbal or written quotation.
- 6 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.
- 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 Ensure that the length of the business finance agreement is not longer than the expected working life of the equipment involved.
- 11 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.
- 12 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.
- 13 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, or is less than, the refinancing figure used by the new provider.

This Agreement meets the Finance and Leasing Associations guidelines which form part of the code of practice for members

Please complete bank details even where payment is not to be paid by Direct Debit

Then return this form to:
Name and address of the CFI [b]Urf

Instruction to your bank or building society to pay by Direct Debit



To: The Manager **Bank/building society**

Address:

Name(s) of account holder(s)

Bank/building society account number

Branch sort code

Service user number

Reference

Instruction to the bank or building society.

Please pay the service user Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with the service user and, if so, details will be passed electronically to my bank/building society.

Signature(s)

X

Date

Banks and building societies may not accept Direct Debit Instructions from some types of account

This guarantee should be detached and retained by the Payer.
The Direct Debit Guarantee



- 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 service user will notify you within 10 working days in advance of your account being debited or as otherwise agreed. If you request the service user 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 service user 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 service user asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the service user.

Customer Copy

Hire Agreement regulated by the Consumer Credit Act 1974

Owner: LEASING PROGRAMMES LIMITED, 26a Fore Street, Wellington, Somerset, TA21 8AQ and our assigns.

Hirer Please use BLOCK CAPITALS

Full business name (including sole trader/partners' names)

Address

PostCode:

Key Financial Information

Full description of Equipment		New or Used
<input type="text"/>		<input type="text"/>
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MISSING PAYMENTS- Missing payments could have severe consequences and make obtaining credit more difficult

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The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, the Owner cannot enforce this Agreement 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.

Your Signature

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.

Name and Position of signatory (Director etc)

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

Declaration for exemption relating to businesses (section 16B and 189(1) and (2) Consumer credit Act 1974)

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.

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The Agreement has been fully completed (apart from the Owner's signature) and the information appearing on it is complete and accurate.

The information given by you when applying to enter this Agreement is correct.

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The Broker and Supplier do not act as your agent

Other than as shown in this Agreement you have not made any payment to any party in relation to arranging or accepting this Agreement.

Data Protection Act 1998

Information provided by you and/or relating to this Agreement may be used by us and others for certain purposes, including sending you additional information. If you do not wish to receive this information then you may indicate such by ticking the box. Please see clause 13 of the Terms and Conditions for full details

IMPORTANT - If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total payments you make under this Agreement are more than £25,000 including VAT and you have declared above that you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

Owner's Acceptance

For and on behalf of the Owner

Date of Agreement

Customer Copy

Terms and Conditions

The words "you" and its derivatives are used to mean the Hirer and the words "we" and its derivatives are used to mean Leasing Programmes Limited its successors and assigns.

1. PERIOD OF HIRE

If we accept this Agreement we agree to buy the Equipment from your chosen supplier and to hire it to you as agreed in the schedule overleaf commencing on the Date of Agreement even if (where applicable) it has not been at that time fully installed or connected to a communication network. On expiry of the Minimum Rental Period, this Agreement shall automatically continue thereafter from year to year (the "Secondary Rental Period") unless and until it is terminated by you under clause 9.1 or by us under clause 9.2.

2. OWNER

Leasing Programmes Limited, 26a Fore Street, Wellington, Somerset, TA21 8AQ.

3. THE EQUIPMENT

3.1 Equipment includes its component parts, replacements and attachments.

3.2 You must thoroughly check the Equipment and notify us of any apparent problems within 5 working days of delivery in the absence of which we shall be entitled to assume your complete satisfaction with the Equipment.

3.3 You must ensure that the Equipment is properly maintained (in accordance with the manufacturer's instructions and recommendations), appropriately licenced and used lawfully at all times.

3.4 You are responsible for any external connections required.

3.5 You must not part with possession of the Equipment, allow anyone else to use it or claim Capital Allowances on it. If you want to move the Equipment from your address stated in this Agreement you must first obtain our written permission.

3.6 You shall allow us (or our agents) to inspect the Equipment at any reasonable time.

3.7 You shall not sell, transfer, mortgage, charge or sub-let the Equipment or otherwise part with it.

3.8 The risk of loss or damage to the Equipment shall pass to you on the delivery of the Equipment to you.

3.9 When this Agreement ends you are responsible for the disconnection and return of the Equipment to us in good working order at your expense.

4. PAYMENTS

4.1 Rentals will be paid 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 or any withholding whatsoever.

4.2 You will pay us an Acceptance Fee of £176.25 (inc VAT) on inception of this Agreement and on each anniversary of your Agreement an Annual Service Fee of £47.00 (inc VAT)

4.3 You will make all Rentals by direct debit unless we have agreed otherwise with you. If you stop paying the Rentals specified overleaf by direct debit and pay us by some other method then we shall be entitled to increase the Rentals by 3% to cover our additional administration costs after giving you any notice required by law.

4.4 We may increase your Rentals by 8% for each 5% rise in Corporation Tax, or pro-rata thereof, imposed by the Government after the date of this Agreement.

4.5 You must pay interest at 5% over Finance House Base Rate on all overdue payments, such interest shall run both before and after judgement. If we notify you that you have incurred any charges as a result of any default under this Agreement (Default Charges), we may only charge you interest on such Default Charges from the 29th day after you have received notice of such Default Charges.

4.6 If you fail to pay any Rental or other sum under this Agreement when due you will pay to us any costs incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment, bank charges and all legal costs on a full indemnity basis.

4.7 You indemnify us if your possession or use of the Equipment or our repossession of it under this Agreement involves us in any loss or cost.

4.8 All payments due under this Agreement are subject to VAT at the prevailing rate. If the VAT rate changes we will adjust any payment accordingly.

5. INSURANCE

5.1 You must insure the Equipment with a reputable insurer on an all risks basis (or fully comprehensive basis in respect of vehicles) with no unusual excess and no exclusions for its full replacement value at your own expense. You must arrange to note our interest on any policy of insurance as the Owner of the Equipment and payee of any insurance proceeds. You must produce evidence of such insurance to us on demand and if you fail to insure the Equipment then we shall have the right but not the obligation to insure it at your expense and to increase the Rentals payable under this Agreement accordingly, after giving you any notice required by law.

5.2 If you make an insurance claim, then you must notify us.

5.3 You shall hold any insurance monies which you receive in respect of the Equipment on trust for us. We may apply any insurance monies (at our option) towards the cost of repair or reinstatement of the Equipment or towards payment of any sum or sums due to us under this Agreement.

5.4 You agree to indemnify us and keep us fully indemnified on demand against any loss, damage, proceedings, claims, costs or expenses arising directly or indirectly from your hiring, possession, operation or use of the Equipment under this Agreement except for death or personal injury caused by our negligence. The provisions of this clause 5.4 shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.

6. QUALITY OF EQUIPMENT

You have selected the Equipment for your own use relying on your expert judgement as to its suitability. You understand and accept that we are not experts in the Equipment. You acknowledge that we exclude all representations and warranties regarding the Equipment, its quality, durability, fitness for purpose or otherwise to the maximum extent permitted by law. You also acknowledge that the supplier of the Equipment is not our agent and does not have any authority to make any representation or give any warranty concerning the Equipment on our behalf.

7. MAINTENANCE PAYMENTS

7.1 We do not provide maintenance for the Equipment hired to you under this Agreement.

7.2 If you have taken a separate maintenance agreement in relation to the Equipment the subject of this Agreement, then if noted in the schedule overleaf, we are prepared to collect the maintenance payments from you and forward them on to your maintenance provider as set out overleaf.

7.3 We will act as your agent for this purpose, and for no other. In particular, if you are dissatisfied in any way with the maintenance, that is a matter you must take up with your maintenance provider and not us, we are not responsible in any way for the quality of maintenance provided. In that event, the only redress you may have against us is your right to reduce the sums paid to us by the amount indicated in the Maintenance section within the schedule overleaf. This does not affect any obligations you may have towards the maintenance provider.

7.4 Payments in respect of maintenance may be increased in accordance with the terms of your maintenance agreement. In that event, your payment to us will be increased accordingly.

7.5 Notwithstanding the contents of this clause 7, the provisions of clause 3.3 above remain in full force and effect.

8. EXCLUSION OF LIABILITY

We both recognise that there is risk that the Equipment may not perform as expected and may not be satisfactory. When Equipment is financed the risk of it not working satisfactorily or according to any representations made may be assumed by you, us or the supplier of it. You and we both appreciate that the allocation of risk is a matter of agreement and have decided that you shall bear the risk on the terms set out herein as you acknowledge that we are only a financier of equipment and you yourself have chosen the Equipment from the supplier. Accordingly, you and we both agree:

8.1 That the supplier you have chosen is not our agent and is not authorised to make statements or representations binding upon us;

8.2 That you will obtain any warranties relating to the suitability or performance of the Equipment which you require direct from the supplier. If we have the benefit of any such warranties, then we shall transfer the benefit of them to you if you so request

8.3 That save in the event of death or personal injury caused by our negligence we shall have no liability for the description, state, condition, suitability or performance of the Equipment (or of any software) and any terms otherwise implied by law are expressly excluded to the full extent permitted by law;

8.4 If contrary to clause 8.3 above, the law requires terms to be implied into this Agreement, then you and we both agree that we are not liable for any breach of them because if the breach of any such term had been allocated differently, then we would have charged higher Rentals or we would not have entered into this Agreement;

8.5 In no event will we be liable to you in contract or other area of law including any liability for negligence (save in the event of death or personal injury caused by our negligence) for any loss of revenue, anticipated savings or profits or any loss of use or value or for any indirect or consequential loss; and

8.6 Notwithstanding the above, our maximum liability is limited to: (a) in respect of indirect or consequential loss an amount not exceeding the total of the minimum period Rentals payable (excluding VAT and any maintenance payments) as shown in the schedule overleaf; (b) In respect of any other form of loss, the lesser of the cost of repairing the Equipment, its dilution in value or the total of the Rentals outstanding at the date you suffer the loss. You agree that it is both reasonable and acceptable for us to exclude or limit our liability to you in this way.

9. EARLY TERMINATION

9.1 You may end this Agreement early by giving us three months' written notice.

9.2 We may end this Agreement after giving you any written notice required by law;

a) If you break any term of this Agreement

b) If you are unable to pay your debts as they fall due or if we consider you are or may become insolvent.

c) If you do anything which may prejudice our rights to or in the Equipment.

d) 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.

e) If we become aware that any information supplied by you is false.

f) If the Equipment (or any part of it) becomes an actual or constructive total loss.

g) If you breach any loan agreement or other agreement or obligation relating to borrowing or any lease, hire purchase, credit sale or any other form of agreement or any borrowing is declared or could be declared payable prior to its maturity date

h) If there is any change in control of your company or its ultimate holding company.

i) If a receiver, administrator, administrative receiver or liquidator is appointed over all or any part of your assets, or any person who is entitled to do so takes any steps to appoint an administrator over any of your assets or files such a notice with the court, or you cease or threaten to cease trading, or you convene any meeting of or enter into any arrangement with your creditors or any of them.

j) If a landlord levies or attempts to levy distress on any premises where the Equipment may be.

k) If being an individual, you die or become bankrupt or a petition is presented or an application is made for an interim order or a bankruptcy order.

l) If you are a partnership and any of the partners dies, or a petition is presented for an administration order to be made in relation to or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with its creditors.

m) If we have reasonable grounds to believe the Equipment, or our interest in it, is at risk.

n) If any event occurs which, in our opinion, has or is likely to have a material adverse effect on your business, properties or condition, financial or otherwise or on your ability to duly perform and observe your obligations under this Agreement.

10. CONSEQUENCES OF TERMINATION - On termination of this Agreement for any reason, you shall:

10.1 Return the Equipment to us at our address overleaf or such other address as we may specify in the same condition as at the date of this Agreement (fair wear and tear excepted) or, if you do not return it, we may repossess it and for such purpose you hereby grant us and our authorised servants and agents an irrevocable licence to enter any premises occupied by you from time to time.

10.2 Pay to us:

a) all amounts then outstanding including any interest due on unpaid amounts in accordance with the terms of clause 4.5;

b) the total of all future Rentals (excluding any maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; and

c) if applicable, any cost or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis.

d) subject to the deduction of the net resale proceeds of any sale of the Equipment which we arrange following our decision to terminate but not otherwise.

11. CREDIT REFERENCE - Credit is subject to status and if refused we do not have to state a reason.

12. GENERAL

12.1 We may assign our rights and transfer our obligations but you may not do so.

12.2 Notices shall be deemed to be properly given if left or sent to you by post or facsimile to your last known address or registered office.

12.3 If the signatory of this Agreement is not properly authorised by the named Hirer, the signatory shall be liable for the obligations and liabilities of this Agreement.

12.4 Provided that this Agreement is not regulated by the Consumer Credit Act 1974, we may combine our account under this Agreement with any other account held by us (or any other member of our Group of Companies) in your name; and apply in discharge of any amount otherwise payable by us to you the amount of any liability you owe to us (or any Group Company) on any account whatsoever.

12.5 If you consist of two or more persons or if you are a partnership then your liability or that of the partners in the partnership under this Agreement shall be joint and several.

12.6 This Agreement shall be governed by and construed in accordance with English law and you accept the jurisdiction of the English courts.

12.7 No forbearance or concession we allow you will affect our rights under this Agreement.

13. DATA PROTECTION ACT 1998 - Before, or at any time after, you enter this Agreement we may search the files of one or more licensed credit reference agencies and/or fraud protection agencies which will keep a record of our enquiry. Credit searches and other information which is provided to us and/or the credit reference agencies about you and those with whom you are linked financially may be used by us and other companies when credit decisions are made about you, or your partners or other members of your household. Details provided by you or relating to this Agreement and any failure by you to keep to its terms will be added to such records and may also be disclosed to other companies in our group of companies and other parties to whom we normally provide such information and/or whose services may be of interest to you. This information may also be used for debt tracing and the prevention of money laundering. If you give false or inaccurate information and we suspect you of fraud we will record this. You are entitled on payment of a fee, to a copy of the records we hold about you and details of the agencies from whom we obtain and to whom we pass information about you, by applying in writing to the Data Manager at our address specified in this Agreement. By signing this Agreement you agree and consent that we may use any information which you provide for any of the above purposes and confirm that, if you are a joint applicant or if you have told us that you have a financial association with another person, you are entitled to disclose information about such joint applicant or anyone referred to by you and authorise us to search, link or record information at credit reference agencies about you and anyone referred to by you.

Second Customer Copy

Hire Agreement regulated by the Consumer Credit Act 1974

Owner: LEASING PROGRAMMES LIMITED, 26a Fore Street, Wellington, Somerset, TA21 8AQ and our assigns.

Hirer Please use BLOCK CAPITALS

Full business name (including sole trader/partners' names)

Address

PostCode:

Key Financial Information

Full description of Equipment		New or Used
<input type="text"/>		<input type="text"/>
Duration of Minimum Rental Period (<i>months in words</i>)	Minimum number of Rentals	Rental frequency
<input type="text"/>	<input type="text"/>	<input type="text"/>
Number of Rental(s) (<i>in words</i>)	Rental(s) payable in the Minimum Rental Period excl VAT	Rental(s) payable in the Minimum Rental Period inc VAT
<input type="text"/>	<input type="text"/>	<input type="text"/>
Followed by (<i>in words</i>)	Rental(s) payable in the Minimum Rental Period excl VAT	Rental(s) payable in the Minimum Rental Period inc VAT
<input type="text"/>	<input type="text"/>	<input type="text"/>

Key Information

The Minimum Rental Period starts on the Date of Agreement when the first Rental is payable together with an Acceptance Fee of £176.25 (inc. VAT). Subsequent Rentals as shown above are payable on the same date each consecutive month/quarter/six months/year (as stated above) throughout this Agreement. On expiry of the Minimum Rental Period the Secondary Rental Period will commence and the Rentals will be payable at the same frequency and in the same amount last set out above. The Rentals may be increased or varied under this Agreement in the event that you stop paying the Rentals by direct debit as set out in clause 4.3 overleaf where there is a rise in corporation tax as set out in clause 4.4 overleaf or if you fail to insure the Equipment as set out in clause 5.1 overleaf. Payments due under your maintenance contract in respect of the Equipment may be increased by your maintenance provider in which case any maintenance payment sent to us to forward to the maintenance provider on your behalf will be increased as set out in clause 7.4. You may terminate this Agreement at any time during the Minimum Period by giving us three months' written notice pursuant to clause 9.1 and paying us the amount set out in clause 10.2 overleaf which will be: (a) all amounts then outstanding including any interest due on unpaid amounts in accordance with clause 4.5; (b) all future Rentals (excluding maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; (c) if applicable any cost or expense incurred by us in enforcing this Agreement including but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis.

Maintenance

A maintenance payment of (inc. VAT) is payable to the Supplier on the same date and at the same frequency as each Rental payable under this Agreement. If a figure is shown in the maintenance box above, you agree to forward the maintenance payments to us on the relevant due date so that we can forward them to the Supplier on your behalf.

If you fail to pay any Rental or other sum under this Agreement when due or if we enforce this Agreement, you will pay us any costs or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis. Interest will be due from you to us at the rate of 5% above Finance House Base Rate on all overdue amounts, see clause 4.5 overleaf. You shall also be liable to pay the Annual Service Fee set out in clause 4.2 overleaf. This agreement is not a cancellable Agreement.

If we terminate this Agreement pursuant to clause 9.2 then you must pay to us the amount set out in clause 10.2 overleaf which will be: (a) all amounts then outstanding including any interest due on unpaid amounts in accordance with clause 4.5; (b) all future Rentals (excluding maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; (c) if applicable any cost or expense incurred by us in enforcing this Agreement including but not limited to, our administration costs, cost of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis; (d) subject to the deduction of the net resale proceeds of any sale of the Equipment (excluding VAT) which we arrange following our decision to terminate.

MISSING PAYMENTS- Missing payments could have severe consequences and make obtaining credit more difficult

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, the Owner cannot enforce this Agreement 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.

Your Signature

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.

Name and Position of signatory (Director etc)

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

Declaration for exemption relating to businesses (section 16B and 189(1) and (2) Consumer credit Act 1974)

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 Consumer Credit Act 1974 if this Agreement were a regulated agreement under that Act.

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 Consumer Credit Act 1974 I/we should seek independent legal advice.

The above declaration only applies where you are entering into this Agreement wholly or predominantly for business purposes and the total payments to be made under this Agreement including VAT exceeds £25,000.

Hirer's Declaration

By signing this Agreement you confirm that:

The Agreement including the Terms and Conditions has been read and understood by you.

The Agreement has been fully completed (apart from the Owner's signature) and the information appearing on it is complete and accurate.

The information given by you when applying to enter this Agreement is correct.

You are entering into this Agreement in the course of your business.

You understand and agree that it is both reasonable and acceptable that our liability to you in respect of the Equipment is excluded or limited as set out in clause 8.

The Broker and Supplier do not act as your agent

Other than as shown in this Agreement you have not made any payment to any party in relation to arranging or accepting this Agreement.

Data Protection Act 1998

Information provided by you and/or relating to this Agreement may be used by us and others for certain purposes, including sending you additional information. If you do not wish to receive this information then you may indicate such by ticking the box. Please see clause 13 of the Terms and Conditions for full details

IMPORTANT - If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total payments you make under this Agreement are more than £25,000 including VAT and you have declared above that you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

Owner's Acceptance

For and on behalf of the Owner

Date of Agreement

Second Customer Copy Terms and Conditions

The words "you" and its derivatives are used to mean the Hirer and the words "we" and its derivatives are used to mean Leasing Programmes Limited its successors and assigns.

1. PERIOD OF HIRE

If we accept this Agreement we agree to buy the Equipment from your chosen supplier and to hire it to you as agreed in the schedule overleaf commencing on the Date of Agreement even if (where applicable) it has not been at that time fully installed or connected to a communication network. On expiry of the Minimum Rental Period, this Agreement shall automatically continue thereafter from year to year (the "Secondary Rental Period") unless and until it is terminated by you under clause 9.1 or by us under clause 9.2.

2. OWNER

Leasing Programmes Limited, 26a Fore Street, Wellington, Somerset, TA21 8AQ.

3. THE EQUIPMENT

- 3.1 Equipment includes its component parts, replacements and attachments.
- 3.2 You must thoroughly check the Equipment and notify us of any apparent problems within 5 working days of delivery in the absence of which we shall be entitled to assume your complete satisfaction with the Equipment.
- 3.3 You must ensure that the Equipment is properly maintained (in accordance with the manufacturer's instructions and recommendations), appropriately licenced and used lawfully at all times.
- 3.4 You are responsible for any external connections required.
- 3.5 You must not part with possession of the Equipment, allow anyone else to use it or claim Capital Allowances on it. If you want to move the Equipment from your address stated in this Agreement you must first obtain our written permission.
- 3.6 You shall allow us (or our agents) to inspect the Equipment at any reasonable time.
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- 3.8 The risk of loss or damage to the Equipment shall pass to you on the delivery of the Equipment to you.
- 3.9 When this Agreement ends you are responsible for the disconnection and return of the Equipment to us in good working order at your expense.

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- 4.1 Rentals will be paid 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 or any withholding whatsoever.
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- 4.6 If you fail to pay any Rental or other sum under this Agreement when due you will pay to us any costs incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment, bank charges and all legal costs on a full indemnity basis.
- 4.7 You indemnify us if your possession or use of the Equipment or our repossession of it under this Agreement involves us in any loss or cost.
- 4.8 All payments due under this Agreement are subject to VAT at the prevailing rate. If the VAT rate changes we will adjust any payment accordingly.

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- 5.3 You shall hold any insurance monies which you receive in respect of the Equipment on trust for us. We may apply any insurance monies (at our option) towards the cost of repair or reinstatement of the Equipment or towards payment of any sum or sums due to us under this Agreement.
- 5.4 You agree to indemnify us and keep us fully indemnified on demand against any loss, damage, proceedings, claims, costs or expenses arising directly or indirectly from your hiring, possession, operation or use of the Equipment under this Agreement except for death or personal injury caused by our negligence. The provisions of this clause 5.4 shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.

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You have selected the Equipment for your own use relying on your expert judgement as to its suitability. You understand and accept that we are not experts in the Equipment. You acknowledge that we exclude all representations and warranties regarding the Equipment, its quality, durability, fitness for purpose or otherwise to the maximum extent permitted by law. You also acknowledge that the supplier of the Equipment is not our agent and does not have any authority to make any representation or give any warranty concerning the Equipment on our behalf.

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- 7.3 We will act as your agent for this purpose, and for no other. In particular, if you are dissatisfied in any way with the maintenance, that is a matter you must take up with your maintenance provider and not us, we are not responsible in any way for the quality of maintenance provided. In that event, the only redress you may have against us is your right to reduce the sums paid to us by the amount indicated in the Maintenance section within the schedule overleaf. This does not affect any obligations you may have towards the maintenance provider.
- 7.4 Payments in respect of maintenance may be increased in accordance with the terms of your maintenance agreement. In that event, your payment to us will be increased accordingly.
- 7.5 Notwithstanding the contents of this clause 7, the provisions of clause 3.3 above remain in full force and effect.

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- 8.1 That the supplier you have chosen is not our agent and is not authorised to make statements or representations binding upon us;

- 8.2 That you will obtain any warranties relating to the suitability or performance of the Equipment which you require direct from the supplier. If we have the benefit of any such warranties, then we shall transfer the benefit of them to you if you so request
 - 8.3 That save in the event of death or personal injury caused by our negligence we shall have no liability for the description, state, condition, suitability or performance of the Equipment (or of any software) and any terms otherwise implied by law are expressly excluded to the full extent permitted by law;
 - 8.4 If contrary to clause 8.3 above, the law requires terms to be implied into this Agreement, then you and we both agree that we are not liable for any breach of them because if the breach of any such term had been allocated differently, then we would have charged higher Rentals or we would not have entered into this Agreement;
 - 8.5 In no event will we be liable to you in contract or other area of law including any liability for negligence (save in the event of death or personal injury caused by our negligence) for any loss of revenue, anticipated savings or profits or any loss of use or value or for any indirect or consequential loss; and
 - 8.6 Notwithstanding the above, our maximum liability is limited to: (a) in respect of indirect or consequential loss an amount not exceeding the total of the minimum period Rentals payable (excluding VAT and any maintenance payments) as shown in the schedule overleaf; (b) In respect of any other form of loss, the lesser of the cost of repairing the Equipment, its dilution in value or the total of the Rentals outstanding at the date you suffer the loss. You agree that it is both reasonable and acceptable for us to exclude or limit our liability to you in this way.
- 9. EARLY TERMINATION**
- 9.1 You may end this Agreement early by giving us three months' written notice.
 - 9.2 We may end this Agreement after giving you any written notice required by law;
 - a) If you break any term of this Agreement
 - b) If you are unable to pay your debts as they fall due or if we consider you are or may become insolvent.
 - c) If you do anything which may prejudice our rights to or in the Equipment.
 - d) 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.
 - e) If we become aware that any information supplied by you is false.
 - f) If the Equipment (or any part of it) becomes an actual or constructive total loss.
 - g) If you breach any loan agreement or other agreement or obligation relating to borrowing or any lease, hire purchase, credit sale or any other form of agreement or any borrowing is declared or could be declared payable prior to its maturity date
 - h) If there is any change in control of your company or its ultimate holding company.
 - i) If a receiver, administrator, administrative receiver or liquidator is appointed over all or any part of your assets, or any person who is entitled to do so takes any steps to appoint an administrator over any of your assets or files such a notice with the court, or you cease or threaten to cease trading, or you convene any meeting of or enter into any arrangement with your creditors or any of them.
 - j) If a landlord levies or attempts to levy distress on any premises where the Equipment may be.
 - k) If being an individual, you die or become bankrupt or a petition is presented or an application is made for an interim order or a bankruptcy order.
 - l) If you are a partnership and any of the partners dies, or a petition is presented for an administration order to be made in relation to or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with its creditors.
 - m) If we have reasonable grounds to believe the Equipment, or our interest in it, is at risk.
 - n) If any event occurs which, in our opinion, has or is likely to have a material adverse effect on your business, properties or condition, financial or otherwise or on your ability to duly perform and observe your obligations under this Agreement.
- 10. CONSEQUENCES OF TERMINATION** - On termination of this Agreement for any reason, you shall:
- 10.1 Return the Equipment to us at our address overleaf or such other address as we may specify in the same condition as at the date of this Agreement (fair wear and tear excepted) or, if you do not return it, we may repossess it and for such purpose you hereby grant us and our authorised servants and agents an irrevocable licence to enter any premises occupied by you from time to time.
 - 10.2 Pay to us:
 - a) all amounts then outstanding including any interest due on unpaid amounts in accordance with the terms of clause 4.5;
 - b) the total of all future Rentals (excluding any maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; and
 - c) if applicable, any cost or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis.
 - d) subject to the deduction of the net resale proceeds of any sale of the Equipment which we arrange following our decision to terminate but not otherwise.
- 11. CREDIT REFERENCE** - Credit is subject to status and if refused we do not have to state a reason.
- 12. GENERAL**
- 12.1 We may assign our rights and transfer our obligations but you may not do so.
 - 12.2 Notices shall be deemed to be properly given if left or sent to you by post or facsimile to your last known address or registered office.
 - 12.3 If the signatory of this Agreement is not properly authorised by the named Hirer, the signatory shall be liable for the obligations and liabilities of this Agreement.
 - 12.4 Provided that this Agreement is not regulated by the Consumer Credit Act 1974, we may combine our account under this Agreement with any other account held by us (or any other member of our Group of Companies) in your name; and apply in discharge of any amount otherwise payable by us to you the amount of any liability you owe to us (or any Group Company) on any account whatsoever.
 - 12.5 If you consist of two or more persons or if you are a partnership then your liability or that of the partners in the partnership under this Agreement shall be joint and several.
 - 12.6 This Agreement shall be governed by and construed in accordance with English law and you accept the jurisdiction of the English courts.
 - 12.7 No forbearance or concession we allow you will affect our rights under this Agreement.
- 13. DATA PROTECTION ACT 1998** - Before, or at any time after, you enter this Agreement we may search the files of one or more licensed credit reference agencies and/or fraud protection agencies which will keep a record of our enquiry. Credit searches and other information which is provided to us and/or the credit reference agencies about you and those with whom you are linked financially may be used by us and other companies when credit decisions are made about you, or your partners or other members of your household. Details provided by you or relating to this Agreement and any failure by you to keep to its terms will be added to such records and may also be disclosed to other companies in our group of companies and other parties to whom we normally provide such information and/or whose services may be of interest to you. This information may also be used for debt tracing and the prevention of money laundering. If you give false or inaccurate information and we suspect you of fraud we will record this. You are entitled on payment of a fee, to a copy of the records we hold about you and details of the agencies from whom we obtain and to whom we pass information about you, by applying in writing to the Data Manager at our address specified in this Agreement. By signing this Agreement you agree and consent that we may use any information which you provide for any of the above purposes and confirm that, if you are a joint applicant or you have told us that you have a financial association with another person, you are entitled to disclose information about such joint applicant or anyone referred to by you and authorise us to search, link or record information at credit reference agencies about you and anyone referred to by you.

Pre-Contract Information

Hire Agreement regulated by the Consumer Credit Act 1974

Owner: LEASING PROGRAMMES LIMITED, 26a Fore Street, Wellington, Somerset, TA21 8AQ and our assigns.

Hirer Please use BLOCK CAPITALS

Full business name (including sole trader/partners' names)

Address

PostCode:

Key Financial Information

Full description of Equipment		New or Used
<input type="text"/>		<input type="text"/>
Duration of Minimum Rental Period (<i>months in words</i>)	Minimum number of Rentals	Rental frequency
<input type="text"/>	<input type="text"/>	<input type="text"/>
Number of Rental(s) (<i>in words</i>)	Rental(s) payable in the Minimum Rental Period excl VAT	Rental(s) payable in the Minimum Rental Period inc VAT
<input type="text"/>	<input type="text"/>	<input type="text"/>
Followed by (<i>in words</i>)	Rental(s) payable in the Minimum Rental Period excl VAT	Rental(s) payable in the Minimum Rental Period inc VAT
<input type="text"/>	<input type="text"/>	<input type="text"/>

Key Information

The Minimum Rental Period starts on the Date of Agreement when the first Rental is payable together with an Acceptance Fee of £176.25 (inc. VAT). Subsequent Rentals as shown above are payable on the same date each consecutive month/quarter/six months/year (as stated above) throughout this Agreement. On expiry of the Minimum Rental Period the Secondary Rental Period will commence and the Rentals will be payable at the same frequency and in the same amount last set out above.

The Rentals may be increased or varied under this Agreement in the event that you stop paying the Rentals by direct debit as set out in clause 4.3 overleaf where there is a rise in corporation tax as set out in clause 4.4 overleaf or if you fail to insure the Equipment as set out in clause 5.1 overleaf. Payments due under your maintenance contract in respect of the Equipment may be increased by your maintenance provider in which case any maintenance payment sent to us to forward to the maintenance provider on your behalf will be increased as set out in clause 7.4.

You may terminate this Agreement at any time during the Minimum Period by giving us three months' written notice pursuant to clause 9.1 and paying us the amount set out in clause 10.2 overleaf which will be: (a) all amounts then outstanding including any interest due on unpaid amounts in accordance with clause 4.5; (b) all future Rentals (excluding maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; (c) if applicable any cost or expense incurred by us in enforcing this Agreement including but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis.

Maintenance

A maintenance payment of (inc. VAT) is payable to the Supplier on the same date and at the same frequency as each Rental payable under this Agreement. If a figure is shown in the maintenance box above, you agree to forward the maintenance payments to us on the relevant due date so that we can forward them to the Supplier on your behalf.

If you fail to pay any Rental or other sum under this Agreement when due or if we enforce this Agreement, you will pay us any costs or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis. Interest will be due from you to us at the rate of 5% above Finance House Base Rate on all overdue amounts, see clause 4.5 overleaf. You shall also be liable to pay the Annual Service Fee set out in clause 4.2 overleaf. This agreement is not a cancellable Agreement.

If we terminate this Agreement pursuant to clause 9.2 then you must pay to us the amount set out in clause 10.2 overleaf which will be: (a) all amounts then outstanding including any interest due on unpaid amounts in accordance with clause 4.5; (b) all future Rentals (excluding maintenance payments) which you would have made if not for the termination discounted at the rate of 3% per annum; (c) if applicable any cost or expense incurred by us in enforcing this Agreement including but not limited to, our administration costs, cost of recovery of the Equipment (if applicable), bank charges and all legal costs on a full indemnity basis; (d) subject to the deduction of the net resale proceeds of any sale of the Equipment (excluding VAT) which we arrange following our decision to terminate.

MISSING PAYMENTS- Missing payments could have severe consequences and make obtaining credit more difficult

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, the Owner cannot enforce this Agreement 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.

Acceptance Certificate / Delivery Note

Full business name (including sole trader/partners' names)

Address

PostCode:

Issued under the terms of the agreement ("the Agreement") details of which are set out below which have been entered into by the parties.

Details/Description of Equipment

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1. We have taken delivery of the above equipment ("the Equipment") and confirm that it is the equipment comprised in the Agreement. It has been tested by us, is in full working order, is suitable for our purpose and is altogether to our satisfaction.
2. We have been responsible for choosing the supplier of the equipment ("the Supplier"), the equipment itself and any broker with no involvement from you .
3. We have obtained from the Supplier or the manufacturer of the Equipment all warranties and guarantees which we require in relation to the quality and fitness for purpose of the Equipment and will have no claim against you should the Equipment be unsatisfactory or unfit for its purpose.
4. We confirm that you are not responsible for providing any maintenance or other services in connection with the Equipment. We will make our own separate arrangements with maintenance and service providers, in relation to which you will not be involved.
5. We are satisfied that the amount of rental payable under the terms of the Agreement represents fair value for the financing of goods such as the Equipment.
6. If the Equipment cost includes maintenance, software support, training or other services, we further confirm that the statements in this certificate will apply equally to such matters and that we will look solely to the service provider in relation to them.
7. We further acknowledge that we have and will have no rights against you and that our liabilities under the Agreement shall not be affected by reason of or in any way arising out of any defect or deficiency in the Equipment or any related service supplied to us. However we will inform you promptly should any such situation arise.
8. We confirm that the Agreement is now in full force and that you may pay to the Supplier any outstanding sums

Your Signature

		Name and Position of signatory (Director etc)	
Signature(s) of Hirer(s)	<input type="text"/>	Date(s) of signature(s)	<input type="text"/>