

Agreement No: .....

## HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

BETWEEN	Universal Leasing Limited of Cassiobury House, 11-19 Station Road, Watford, Herts. WD17 1AP Registered number: 5389929	OWNER
AND	Hirer's name: ..... Full postal address: ..... ..... ..... Postcode: ..... Phone number: ..... Company number: ..... Nature of Business: ..... Equipment location(s) if different from postal address above: .....	HIRER

## KEY FINANCIAL INFORMATION

### EQUIPMENT

Quantity	New or Used	Description	Equipment type/model	Serial No.

### TERM AND RENT

Rental Frequency	First Rental	VAT	=	Incl. VAT
Monthly/Quarterly/Annually	£ ..... excl. VAT	+ £ .....	=	£ ..... Incl. VAT
Followed by a minimum of	Rentals each of			
..... Number in words	£ ..... excl. VAT	+ £ .....	=	£ ..... Incl. VAT
Minimum Period				
..... Number of months in words				

The First Rental is payable when the Agreement is signed by us in addition to the documentation fee set out in the Key Information section below. Subsequent Rentals will be paid to us at the frequency shown above after that date. You may terminate this agreement at any time during the Minimum Period by giving us 90 days' written notice, returning the equipment to us or our agents in accordance with Clause 10, and paying us all amounts referred to in Clause 8 (this will include all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends), together with an administration fee of £100 plus VAT. Corporation tax rate changes will cause rentals to be varied and an additional rental may be payable if the actual owner of the Equipment does not obtain the benefit of its anticipated allowances or if there are tax changes (see Clause 3 overleaf).

## KEY INFORMATION

Other Charges: You shall also pay to us:

- (a) a Documentation fee of £100 plus VAT on the date we sign this Agreement
- (b) an Annual Service fee of £25 plus VAT on each anniversary of the date of this Agreement for the Minimum Period of hire
- (c) the sum set out in Clause 5.6 on a total loss of the Equipment.

Default Charges: We will charge you:

Late payments	The higher of 2% per month calculated daily or £50 plus VAT in respect of the delay, plus £50 plus VAT in respect of each late payment
Failure to pay by direct debit	An initial charge of £50 plus VAT to change to another payment method plus 5% of the Rental amount or £25 plus VAT (whichever is greater)
Cancelled or rejected direct debit or cheque	£50 plus VAT
Recovery of equipment	Our costs and any agent's fees plus VAT
Termination of hiring	Pursuant to clause 8, you will pay to us (i) all Rentals, and any other sums, already due to us; (ii) all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends; and (iii) the amount which we certify is equal to our outstanding investment in the Equipment.
Failure to insure or insurance unsatisfactory	The amount we pay to an insurer to insure the Equipment
Failure to return equipment in required condition	The cost of putting the Equipment in the required return condition

**MISSING PAYMENTS:** Missing payments could have severe consequences and may make obtaining credit more difficult.

**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.

**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.

Signature(s)  
of Hirer(s):

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

**YOUR DETAILS**

Your Name(s):  
(Please Print)

Your Job Title:  
(Please Print)

**OWNER'S SIGNATURE**

For and on behalf of Universal Leasing Limited.

Date of Agreement:

**IMPORTANT** – If you are a corporate body, or if the Rentals payable (including VAT) under the Agreement exceed £25,000 or such other financial limit from time to time set down by the Consumer Credit Act 1974 then this Agreement is not regulated by the Act, and any statement in this Agreement about the Act and its consequences do not apply to you. By signing this Agreement you confirm that you have entered into it in the course of your business and that you have received pre-contract information, which accurately reflects the terms of this agreement. You also confirm that we have played no part in selecting the Equipment and we exclude liability for its condition and suitability. You agree that we may use your information in accordance with clause 16 and the permission you have already given us including for credit, risk assessment and marketing purposes. Please ask if you would like a copy of the data protection information, which has already been sent to you.

**SUPPLIER'S DETAILS AND HIRERS INSURANCE INFORMATION**

Supplier's name and address: .....

Salesperson: .....

Insurer's name and address: .....

Policy number: ..... Renewal date .....

**MAINTENANCE CONTRACTOR**

Name, address and postcode: ..... Tel No: .....

Owner to collect Maintenance Payments Yes  No  Maintenance Payment amount: £ ..... Excluding VAT

Total Maintenance Payment amount to be collected by us with each Rental: £ ..... Including VAT

**CALCULATION OF RENTAL (Reprographic Equipment ONLY)**

	Equipment cost	£	excl. VAT	Terminating existing agreement details: Date: Number: Finance Company:
+	Any amount required to terminate existing agreement(s)	£	excl. VAT	
=	Total Amount upon which Rentals are based	£	excl. VAT	
	Rate per thousand per month/quarter/annual	£	excl. VAT	
	Total Amount payable in Minimum Period	£	excl. VAT	

If you decide to go ahead with the proposed Agreement, the Supplier will be responsible for ensuring that the amount needed to settle your existing agreement is paid to the finance company that owns the equipment. Universal Leasing Limited is not liable for paying any settlement amount. If this applies to you, fill in the details above.

# THE TERMS OF THE AGREEMENT

The Hirer wishes to lease from the Owner the Equipment including all additions, replacements and accessories thereto and all computer software (including all operating systems and application software) forming part of or supplied with such equipment and all upgrades thereto ("**Software**") described below (the "Equipment"), on the terms set out below.

**PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING THIS AGREEMENT.** Please note that "**you**" and "**your**" mean the Hirer and "**we**", "**us**", "**our**" and "**Universal Leasing**" mean the Owner. All words appearing with capital initial letters refer to the descriptions overleaf or have the meanings defined below.

## 1 AGREEMENT

- 1.1 You are agreeing to hire from us for the purposes of your business, the Equipment listed overleaf for the Minimum Period of hire.
- 1.2 The hiring will start on the date that we accept this Agreement by signing it (the "**Agreement Date**"), regardless of installation or connection (if applicable), and will continue until either of us gives at least 90 days' written notice of cancellation, such notice to expire at the later of (i) the end of the Minimum Period or (ii) on any subsequent date that a Rental falls due, or until terminated in accordance with the terms below.
- 1.3 The risk of loss or damage to the Equipment will pass to you on the delivery of the Equipment to you.
- 1.4 All references in the terms below to "**Rental**" or "**Rentals**" shall mean the Rental amounts shown overleaf.

## 2 PAYMENTS

- 2.1 You shall pay to us the Rentals together with the Documentation fee and Annual Service fee and any applicable VAT thereon on the dates specified overleaf.
- 2.2 All payments must be made by Direct Debit unless we otherwise agree in writing. If you do not make payments by Direct Debit we will charge you an extra 5% of the amount of each Rental or £25 (whichever is the greater) to cover our increased costs of administration. An initial administration charge of £50 will also be made for any change to the method of payment.
- 2.3 All payments must be paid on time, in full and free and clear of any deductions, set-off or withholding of any nature whatsoever. Punctual payment by you of each payment is of the essence of this Agreement.
- 2.4 All amounts payable will be subject to VAT at the then applicable rate and we may vary any payment accordingly.
- 2.5 Your obligation to pay shall not be affected by the Equipment being unusable or not being in good working order or maintained for any reason and for any period.
- 2.6 If you are a company, you agree that you will not claim capital allowances on the Equipment.

## 3 RENTAL ADJUSTMENT

- 3.1 The Rentals have been calculated on the assumption that no change will occur in the rate of corporation tax, the basis or system of taxation or the interpretation thereof, HM Revenue and Customs' practice, the rate, nature, availability or use of capital allowances or tax on the receipt of rentals.
- 3.2 If any of the assumptions specified in Clause 3.1 proves to be incorrect at any time and this reduces our net of tax rate of return from the hiring of the Equipment, then we may at such time increase any Rentals payable by you under this Agreement by an amount which we calculate is necessary to ensure that our net of tax rate of return remains the same, or, if no further Rentals remain to be paid, then we may require an additional sum to maintain the same. Any increase made pursuant to this Clause shall be certified in writing by us and, except for manifest error, such certificate shall be final and binding on you. For the avoidance of doubt this provision shall survive any termination of this Agreement and/or the hiring hereunder.

## 4 EQUIPMENT

- 4.1 You agree that until the Equipment is returned to us or our agents in accordance with Clause 10, you will, at your own expense:
  - (i) use the Equipment only in the normal course of your business and in accordance with the guidelines, all health and safety legislation, and any applicable law or regulation;
  - (ii) maintain possession of the Equipment and not do anything or permit anything to be done which might prejudice our interest in the Equipment;
  - (iii) not sell, assign, transfer, mortgage, charge or part with possession of, or other wise deal with or dispose of the Equipment or any interest therein, nor agree to do so;
  - (iv) upon reasonable notice, allow us and persons authorised by us to inspect the Equipment and to affix such plates or other markings as we may require (granting access to any relevant premises as necessary);
  - (v) keep the Equipment at the Equipment Location unless we agree otherwise in writing;
  - (vi) maintain the Equipment in good working order, condition and repair;
  - (vii) bear the risk of any loss or damage to the Equipment however it is caused and notify us immediately of any loss, damage or unauthorised removal; and
  - (viii) not allow the Equipment to become affixed to any land or building unless we have agreed prior to our entering into this Agreement and you have taken all steps required by us to protect our interest in the Equipment.
- 4.2 Until the Equipment is returned to us or our agents in accordance with Clause 10, you will maintain the Equipment or, ensure that the Equipment is maintained by a reputable third party maintenance provider in accordance with the guidelines supplied by the manufacturer and general good practice. Nothing contained in this clause 4.2 shall relieve, reduce or affect your obligations under this Agreement in relation to the Equipment. Failure on the part of any maintenance contractor to perform any of its responsibilities and obligations to you **WILL NOT** in any way affect your liability to pay the Rentals (or any other payments payable hereunder) or to perform any other obligation under this Agreement or give you any claim whatsoever against us.
- 4.3 No part of the Equipment shall be altered or removed (other than in the ordinary course of repair and maintenance or where required by law) without our prior written consent unless replaced immediately by the same or an improved part. You undertake that all substitutes, replacements, renewals and additions in or to the Equipment shall become part of the Equipment and belong to us free from any encumbrance and subject to this Agreement.
- 4.4 You agree that you will be responsible for arranging the delivery of the Equipment with the supplier ("**Supplier**"). You must notify us and the Supplier of any problems with the Equipment within 5 working days of delivery in the absence of which the Equipment shall be deemed to be in good condition, satisfactory to you in all respects and fit for the purpose for which it was intended.

## 5 INSURANCE

- 5.1 Following delivery of the Equipment and thereafter until you have discharged all your obligations to us under this Agreement, you are responsible for insuring the Equipment against any loss (including total loss) or damage from all risks. The amount you insure the Equipment for must be at least the full cost of replacing it as new. You must also insure against third party liability for the same period.
- 5.2 You must arrange for us to be additional insured and loss payee on the policy and show proof to us or our agents if we ask for it. If you do not provide this proof, or if the policy does not satisfy the requirements set out in Clause 5.1 above, we may, through agents or otherwise and at your expense, arrange our own insurance, in which case we will notify you of the total charge which will be added to the Rentals.
- 5.3 You must tell us immediately if you have to make an insurance claim in relation to the Equipment. You must obtain our written consent **BEFORE** agreeing any settlement of a claim. All settlement payments must be made to us and if you receive any proceeds from an insurance claim they shall be held on trust for us and paid to us without delay.
- 5.4 You shall not do or omit to do anything which is contrary to the terms of any policy of insurance or which might entitle the insurers to cancel any policy or reduce or avoid any liability or claim.
- 5.5 If the Equipment is damaged but it is not a Total Loss (as defined below) you will at your own cost and expense promptly reinstate or repair the Equipment.
- 5.6 If an actual, constructive or arranged total loss ("**Total Loss**") of all or any of the Equipment shall occur, then if we so demand, you will on the next date for the payment of a Rental, or if none, on the last day of the Minimum Period pay to us payments equal to those amounts specified in Clause 8.
- 5.7 On payment by you of the amounts referred to in Clause 5.6 the hiring of the Equipment will terminate.

## 6 TITLE, WARRANTY AND EXCLUSION OF LIABILITY

- 6.1 You shall have no right, title, or interest in the Equipment but, if you have complied with this Agreement, you may have quiet possession and use of the Equipment upon the terms and conditions set out in this Agreement and, where the Equipment includes software, upon the terms of any relevant software licence.
- 6.2 You agree that the Equipment, the Supplier and the manufacturer have been selected by you relying entirely on your own judgement. We therefore exclude from this Agreement all warranties, conditions or guarantees relating to correspondence with description or sample, fitness for purpose or quality of the Equipment implied by law. You are responsible for obtaining, and warrant that you have obtained, directly from the Supplier any conditions, warranties or guarantees you require in respect of the Equipment. At your request and expense, we shall assign to you the benefit of any conditions, warranties or guarantees which the Supplier provides directly to us.
- 6.3 We will not have any liability to you (except for death or personal injury caused by our negligence), whether in contract or in tort, for any loss (including consequential loss), damage or expense which you may suffer as a result of:
  - (i) the Equipment failing to function properly;
  - (ii) the Equipment not being delivered on the date you agreed with the Supplier; or
  - (iii) any software failing to function properly or not being correctly licensed to you.
- 6.4 To the extent that we are able, we will at your written request and expense, assign to you the benefit of any conditions, warranties or guarantees we receive in respect of the Equipment from the Supplier or manufacturer of it.

## 7. TERMINATION

- 7.1 We may end the hiring of the Equipment by writing to you and withdrawing your right to possession and use of the Equipment if:
  - (i) you fail to pay any Rental or other payment due under this Agreement on the due date;
  - (ii) you fail to comply with your other obligations under this Agreement and do not remedy the situation within 5 days of it being brought to your attention;
  - (iii) any representation or warranty given or made by you in connection with this Agreement proves to be incorrect;
  - (iv) we have grounds to believe you cannot pay your debts, or you are declared or become insolvent;
  - (v) being an individual, an application is made for an interim order or a bankruptcy petition is presented against you, or you die;
  - (vi) being a company, any person takes any action or any legal procedure is commenced or other steps taken (including the presentation of a petition or the filing or service of a notice) with a view to the appointment of an administrator, administrative receiver, receiver or liquidator or a like officer, or such person is appointed, over all or any of your assets or you arrange or attempt to arrange a composition or scheme with your creditors or a meeting of creditors is called or any steps are taken against you for your winding up or dissolution;
  - (vii) being a partnership, any person takes any action or any legal procedure is commenced or other steps taken with a view to your dissolution 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 the creditors of the partnership, or you enter into a voluntary arrangement with your creditors;
  - (viii) you apply for or take any steps to apply for a moratorium on payment to your creditors pursuant to the laws of any jurisdiction in which you conduct your business or have any assets;
  - (ix) you fail to pay any amount due to us in respect of any other agreement;
  - (x) there is any change in your ownership which we consider material;
  - (xi) you fail to pay any amount required by a court order or a judgment other than where you are properly contesting such order or appealing against such judgment; there is, in our opinion, any material adverse change to your financial position;
  - (xii) any of the events or state of affairs set out in (i) to (xii) (inclusive) above occurs in relation to any guarantor of or person providing security for your obligations hereunder;
  - (xiii) any guarantor of or person providing security or support for your obligations

- hereunder breaches the terms of such guarantee, security instrument or support document; or
- (xv) we have reasonable grounds to believe the Equipment, and/or our interest in it, is at risk.
- 7.2 It is a condition of this Agreement that you make all payments on the due dates, that you remedy any breaches of other terms within 5 days of being informed of such breach, that all representations and warranties made by you remain correct for the duration of this Agreement, and that none of the events set out in Clause 7.1 (iv) to (xv) occur. Accordingly, the occurrence of any of the events set out in Clause 7.1 (i), (ii) and (iii) shall constitute a repudiation of this Agreement by you, and the events listed in Clause 7.1 (iv) to (xv) inclusive are all agreed terminating events entitling us to terminate the hiring of the Equipment if one or more should occur.

## 8 REMEDIES

- If we end the hiring of the Equipment under Clause 7, you must return the Equipment to us, or our agents, in accordance with Clause 10 and pay us immediately:
- (i) all Rentals, and any other sums, already due to us;
  - (ii) all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends; and
  - (iii) the amount which we certify is equal to our outstanding investment in the Equipment.

## 9 COSTS AND INTEREST

You will be responsible for any costs we may incur in recovering money you owe us, plus interest on all overdue amounts at the rate of 2% per month calculated on a daily basis (before as well as after any judgment) or £50 whichever is the greater. We shall charge you specifically the sum of £50 each time we present a Direct Debit or cheque which is unpaid. In addition, a charge of £50 will be made in respect of each payment which falls overdue.

## 10 RETURN OF EQUIPMENT

- 10.1 When this Agreement or the hiring of the Equipment expires or is terminated you shall:
- (i) at your expense, ensure the Equipment is safely and properly stored until it is returned to us in accordance with (iv) below;
  - (ii) not use the Equipment;
  - (iii) ensure the Equipment when returned to us is clean with all markings removed and all missing parts replaced in good condition (fair wear and tear excepted) and operating order and free from cracks, dents, scratches and stains, and you shall indemnify us in respect of the cost of any repairs or improvements to the Equipment to place it in such condition;
  - (iv) at your expense de-install and return as soon as possible (with insurance and freight pre-paid) every item of the Equipment (together with any instruction manuals, technical specifications, operating software and service, maintenance and repair records) to us or our agents (as notified to you) at a place in the UK nominated by us;
  - (v) pay to us as compensation for any delay in compliance in full with (iv) above a daily payment for each day that you are in breach, such payment to be twice the amount of the Rental you would have paid during the Minimum Period for the same number of days, commencing on the date of expiry or termination as appropriate.
- 10.2 If you fail to return the Equipment in accordance with Clause 10.1 above, we shall be entitled to retake possession of the Equipment and for such purpose to enter the premises at the Equipment Location or any other premises where the Equipment may be.

## 11 MAINTENANCE COLLECTION

- 11.1 If you have asked us to collect maintenance payments payable by you to the Maintenance Contractor (the "Maintenance Payments") by ticking the box overleaf, the amounts of the Maintenance Payments are shown overleaf and you authorise us to pay such Maintenance Payments to the Maintenance Contractor on your behalf after we have received such Maintenance Payments from you.
- 11.2 If you forward to us less than the Maintenance Payment amount shown overleaf we will forward such amount to the Maintenance Contractor on your behalf but we will not be responsible for any shortfall or for notifying you of any such shortfall.
- 11.3 We will not be liable to you for any consequences of our not collecting Maintenance Payments or not paying Maintenance Payments to the Maintenance Contractor.

## 12 EARLY TERMINATION

You may terminate this agreement by giving us 90 days' written notice, returning the equipment to us or our agents in accordance with Clause 10, and paying us all amounts referred to in Clause 8, together with an administration fee of £100 plus VAT.

## 13 INDEMNITY

- 13.1 You shall indemnify us against all duties, rates and taxes (including VAT) payable in respect of the Equipment, its possession or use (other than taxes assessed on our profits or gains as a result of the hiring of the Equipment and VAT payable by us on our purchase of the Equipment).
- 13.2 You shall indemnify us against all claims, liabilities, losses, damages, costs, fines and penalties and expenses incurred or suffered directly or indirectly by us in connection with this Agreement or the Equipment or the design, manufacture, purchase (other than payment of the purchase price), ownership, delivery, use, return, sale or other disposition of the Equipment, including, without limitation, in relation to any product or strict liability relating to the Equipment or any contravention of intellectual property rights.

## 14 NON REGULATED AGREEMENTS

If you are a corporate body, or if the Rentals payable (including VAT) under the Agreement exceed £25,000 or such other financial limit from time to time set down by the Consumer Credit Act 1974 then this Agreement is not regulated by the Act, and any statement in this Agreement about the Act and its consequences do not apply to you.

## 15 GENERAL

- 15.1 If you consist of more than one person, each such person will be liable individually as well as together for the full extent of your commitments made under this Agreement.
- 15.2 We shall be entitled to set-off against any amount due from us to you under this Agreement or otherwise, any amount payable by you to us or any liability that you have to us under this Agreement or any other agreement or arrangement of whatsoever nature.

- 15.3 Any communication either party sends to the other will be assumed to have arrived:
- (i) 2 working days after it has been posted provided the communication is sent by first class post to the appropriate address overleaf or to the latest address either party may give to the other in the course of this Agreement; or
  - (ii) 24 hours after it is sent by email, provided the email is sent to the appropriate email address overleaf or to the latest email address either party may give to the other in the course of this Agreement.
- 15.4 This Agreement forms the entire agreement between us and you in respect of the hiring of the Equipment and shall not be varied otherwise than by written agreement signed by us and you.
- 15.5 Neither the Supplier nor any dealer or any other person not expressly authorised by us is our agent and such persons have no authority to make any representations or give any conditions or warranties on our behalf.
- 15.6 No delay or failure in our exercising any power or right under this Agreement or any giving of time for payment or performance shall operate as a waiver by us or in any way affect our rights under this Agreement.
- 15.7 If any provision is held invalid, illegal or unenforceable then, to the extent permitted by law, the validity, legality and enforceability of the remaining provisions shall not be affected in any way.
- 15.8 If requested by us during the hiring you will provide to us true copies of your audited or certified annual financial statements within 6 calendar months of the end of your financial year and/or your most recent management accounts as promptly as possible.
- 15.9 You are not entitled to assign any of your rights or novate your obligations under this Agreement without our written consent. We may assign our rights without your consent.
- 15.10 This Agreement is governed by English law and shall be subject to the jurisdiction of the English courts.

## 16 USE OF PERSONAL DATA

You confirm that at any time:

- (i) we may search your record at credit reference agencies.
- (ii) we may add to your record details of our search and your application and this will be seen by other organisations that make searches.
- (iii) if you are a partnership, we may link your records with one or more of your partners.
- (iv) if you are a joint applicant or if you have told us of some other financial association with another person:
  - (a) we may disclose information about your joint applicant and anyone referred to by you;
  - (b) we may search, link or record information at credit reference agencies about you and anyone referred to by you.
- (v) we may take into account any "association" between joint applicants and between you and anyone you tell us is your financial partner, or any consequential linked financial records created by credit reference agencies. NB This will continue until one of you successfully files a disassociation at credit reference agencies.
- (vi) we may add to your record with the credit reference agencies details of this Agreement or your business, the payments you make under it, and any default or failure to keep to its terms.
- (vii) we may use a credit scoring or other automated decision making system when assessing your application.
- (viii) we may check your details with fraud prevention agencies.
- (ix) if you provide false or inaccurate information and we suspect fraud, we will record this.
- (x) we and other organisations may use and search these records to:
  - a. help make decisions about credit and credit related services, for you and members of your household;
  - b. help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household;
  - c. trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - d. check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- (xi) we may use your records for statistical analysis about credit and about insurance and fraud.
- (xii) we may share fraud prevention agency records with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.
- (xiii) we may transfer your personal data to those involved with processing or operating or maintaining your business with us. If the companies to whom we transfer your personal data are not in the European Economic Area, we will ensure that those companies are bound by obligations to hold your data securely and use it only for the purposes specified in this Agreement.
- (xiv) we may disclose your details and/or transfer your data to third parties, to whom we propose to assign our rights under this Agreement and/or sell the Equipment, who may use your details for the purposes set out in this note.
- (xv) we may send you information about products of ours or of other organisations which may be of interest to you and pass your details to companies in our group and selected third parties so that they may send you information about their products or about products of other organisations.
- (xvi) we may contact you by letter, telephone (including automated dialling and text messages) or email for such purposes, as may the other companies in our group or selected third parties to whom we pass your information.
- (xvii) we may monitor, record and retain any communications from or to you, or use a third party to do so.

**Individuals have a legal right to details of those credit reference and fraud prevention agencies from whom we may obtain information and to whom we may pass information about you. Please telephone us on 01923 830140 if you would like them.**

**Individuals have a right at any time to stop us from contacting them or giving their details to others for any of the purposes listed in this Information section.**

**You may write to us at the address stated above if you wish us to stop writing, telephoning or e-mailing for such purposes. Individuals have a right to receive a copy of the information we hold about them. If you require a copy, please write to us at the address stated above, enclosing a fee of £10.00.**

Agreement No: .....

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BETWEEN	<b>Universal Leasing Limited</b> of Cassiobury House, 11-19 Station Road, Watford, Herts. WD17 1AP Registered number: 5389929	<b>OWNER</b>
AND	Hirer's name: ..... Full postal address: ..... ..... ..... Postcode: ..... Phone number: ..... Company number: ..... Nature of Business: ..... Equipment location(s) if different from postal address above: .....	<b>HIRER</b>

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Followed by a minimum of ..... Number in words	<b>Rentals each of</b> £ ..... excl. VAT	+	£ .....	=	£ ..... Incl. VAT
<b>Minimum Period</b> ..... Number of months in words					

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Cancelled or rejected direct debit or cheque	£50 plus VAT
Recovery of equipment	Our costs and any agent's fees plus VAT
Termination of hiring	Pursuant to clause 8, you will pay to us (i) all Rentals, and any other sums, already due to us; (ii) all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends; and (iii) the amount which we certify is equal to our outstanding investment in the Equipment.
Failure to insure or insurance unsatisfactory	The amount we pay to an insurer to insure the Equipment
Failure to return equipment in required condition	The cost of putting the Equipment in the required return condition

**MISSING PAYMENTS:** Missing payments could have severe consequences and may make obtaining credit more difficult.

**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.

**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.

Signature(s)  
of Hirer(s):

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

**YOUR DETAILS**

Your Name(s):  
(Please Print)

Your Job Title:  
(Please Print)

**OWNER'S SIGNATURE**

For and on behalf of Universal Leasing Limited.

Date of Agreement:

**IMPORTANT** – If you are a corporate body, or if the Rentals payable (including VAT) under the Agreement exceed £25,000 or such other financial limit from time to time set down by the Consumer Credit Act 1974 then this Agreement is not regulated by the Act, and any statement in this Agreement about the Act and its consequences do not apply to you. By signing this Agreement you confirm that you have entered into it in the course of your business and that you have received pre-contract information, which accurately reflects the terms of this agreement. You also confirm that we have played no part in selecting the Equipment and we exclude liability for its condition and suitability. You agree that we may use your information in accordance with clause 16 and the permission you have already given us including for credit, risk assessment and marketing purposes. Please ask if you would like a copy of the data protection information, which has already been sent to you.

**SUPPLIER'S DETAILS AND HIRERS INSURANCE INFORMATION**

Supplier's name and address: .....

Salesperson: .....

Insurer's name and address: .....

Policy number: ..... Renewal date .....

**MAINTENANCE CONTRACTOR**

Name, address and postcode: ..... Tel No: .....

.....

Owner to collect Maintenance Payments Yes  No  Maintenance Payment amount: £ Excluding VAT

Total Maintenance Payment amount to be collected by us with each Rental: £ Including VAT

**CALCULATION OF RENTAL (Reprographic Equipment ONLY)**

	Equipment cost	£	excl. VAT	Terminating existing agreement details: Date: Number: Finance Company:
+	Any amount required to terminate existing agreement(s)	£	excl. VAT	
=	Total Amount upon which Rentals are based	£	excl. VAT	
	Rate per thousand per month/quarter/annual	£	excl. VAT	
	Total Amount payable in Minimum Period	£	excl. VAT	

If you decide to go ahead with the proposed Agreement, the Supplier will be responsible for ensuring that the amount needed to settle your existing agreement is paid to the finance company that owns the equipment. Universal Leasing Limited is not liable for paying any settlement amount. If this applies to you, fill in the details above.

# THE TERMS OF THE AGREEMENT

The Hirer wishes to lease from the Owner the Equipment including all additions, replacements and accessories thereto and all computer software (including all operating systems and application software) forming part of or supplied with such equipment and all upgrades thereto ("**Software**") described below (the "Equipment"), on the terms set out below.

**PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING THIS AGREEMENT.** Please note that "**you**" and "**your**" mean the Hirer and "**we**", "**us**", "**our**" and "**Universal Leasing**" mean the Owner. All words appearing with capital initial letters refer to the descriptions overleaf or have the meanings defined below.

## 1 AGREEMENT

- 1.1 You are agreeing to hire from us for the purposes of your business, the Equipment listed overleaf for the Minimum Period of hire.
- 1.2 The hiring will start on the date that we accept this Agreement by signing it (the "**Agreement Date**"), regardless of installation or connection (if applicable), and will continue until either of us gives at least 90 days' written notice of cancellation, such notice to expire at the later of (i) the end of the Minimum Period or (ii) on any subsequent date that a Rental falls due, or until terminated in accordance with the terms below.
- 1.3 The risk of loss or damage to the Equipment will pass to you on the delivery of the Equipment to you.
- 1.4 All references in the terms below to "**Rental**" or "**Rentals**" shall mean the Rental amounts shown overleaf.

## 2 PAYMENTS

- 2.1 You shall pay to us the Rentals together with the Documentation fee and Annual Service fee and any applicable VAT thereon on the dates specified overleaf.
- 2.2 All payments must be made by Direct Debit unless we otherwise agree in writing. If you do not make payments by Direct Debit we will charge you an extra 5% of the amount of each Rental or £25 (whichever is the greater) to cover our increased costs of administration. An initial administration charge of £50 will also be made for any change to the method of payment.
- 2.3 All payments must be paid on time, in full and free and clear of any deductions, set-off or withholding of any nature whatsoever. Punctual payment by you of each payment is of the essence of this Agreement.
- 2.4 All amounts payable will be subject to VAT at the then applicable rate and we may vary any payment accordingly.
- 2.5 Your obligation to pay shall not be affected by the Equipment being unusable or not being in good working order or maintained for any reason and for any period.
- 2.6 If you are a company, you agree that you will not claim capital allowances on the Equipment.

## 3 RENTAL ADJUSTMENT

- 3.1 The Rentals have been calculated on the assumption that no change will occur in the rate of corporation tax, the basis or system of taxation or the interpretation thereof, HM Revenue and Customs' practice, the rate, nature, availability or use of capital allowances or tax on the receipt of rentals.
- 3.2 If any of the assumptions specified in Clause 3.1 proves to be incorrect at any time and this reduces our net of tax rate of return from the hiring of the Equipment, then we may at such time increase any Rentals payable by you under this Agreement by an amount which we calculate is necessary to ensure that our net of tax rate of return remains the same, or, if no further Rentals remain to be paid, then we may require an additional sum to maintain the same. Any increase made pursuant to this Clause shall be certified in writing by us and, except for manifest error, such certificate shall be final and binding on you. For the avoidance of doubt this provision shall survive any termination of this Agreement and/or the hiring hereunder.

## 4 EQUIPMENT

- 4.1 You agree that until the Equipment is returned to us or our agents in accordance with Clause 10, you will, at your own expense:
  - (i) use the Equipment only in the normal course of your business and in accordance with the guidelines, all health and safety legislation, and any applicable law or regulation;
  - (ii) maintain possession of the Equipment and not do anything or permit anything to be done which might prejudice our interest in the Equipment;
  - (iii) not sell, assign, transfer, mortgage, charge or part with possession of, or other wise deal with or dispose of the Equipment or any interest therein, nor agree to do so;
  - (iv) upon reasonable notice, allow us and persons authorised by us to inspect the Equipment and to affix such plates or other markings as we may require (granting access to any relevant premises as necessary);
  - (v) keep the Equipment at the Equipment Location unless we agree otherwise in writing;
  - (vi) maintain the Equipment in good working order, condition and repair;
  - (vii) bear the risk of any loss or damage to the Equipment however it is caused and notify us immediately of any loss, damage or unauthorised removal; and
  - (viii) not allow the Equipment to become affixed to any land or building unless we have agreed prior to our entering into this Agreement and you have taken all steps required by us to protect our interest in the Equipment.
- 4.2 Until the Equipment is returned to us or our agents in accordance with Clause 10, you will maintain the Equipment or, ensure that the Equipment is maintained by a reputable third party maintenance provider in accordance with the guidelines supplied by the manufacturer and general good practice. Nothing contained in this clause 4.2 shall relieve, reduce or affect your obligations under this Agreement in relation to the Equipment. Failure on the part of any maintenance contractor to perform any of its responsibilities and obligations to you **WILL NOT** in any way affect your liability to pay the Rentals (or any other payments payable hereunder) or to perform any other obligation under this Agreement or give you any claim whatsoever against us.
- 4.3 No part of the Equipment shall be altered or removed (other than in the ordinary course of repair and maintenance or where required by law) without our prior written consent unless replaced immediately by the same or an improved part. You undertake that all substitutes, replacements, renewals and additions in or to the Equipment shall become part of the Equipment and belong to us free from any encumbrance and subject to this Agreement.
- 4.4 You agree that you will be responsible for arranging the delivery of the Equipment with the supplier ("**Supplier**"). You must notify us and the Supplier of any problems with the Equipment within 5 working days of delivery in the absence of which the Equipment shall be deemed to be in good condition, satisfactory to you in all respects and fit for the purpose for which it was intended.

## 5 INSURANCE

- 5.1 Following delivery of the Equipment and thereafter until you have discharged all your obligations to us under this Agreement, you are responsible for insuring the Equipment against any loss (including total loss) or damage from all risks. The amount you insure the Equipment for must be at least the full cost of replacing it as new. You must also insure against third party liability for the same period.
- 5.2 You must arrange for us to be additional insured and loss payee on the policy and show proof to us or our agents if we ask for it. If you do not provide this proof, or if the policy does not satisfy the requirements set out in Clause 5.1 above, we may, through agents or otherwise and at your expense, arrange our own insurance, in which case we will notify you of the total charge which will be added to the Rentals.
- 5.3 You must tell us immediately if you have to make an insurance claim in relation to the Equipment. You must obtain our written consent **BEFORE** agreeing any settlement of a claim. All settlement payments must be made to us and if you receive any proceeds from an insurance claim they shall be held on trust for us and paid to us without delay.
- 5.4 You shall not do or omit to do anything which is contrary to the terms of any policy of insurance or which might entitle the insurers to cancel any policy or reduce or avoid any liability or claim.
- 5.5 If the Equipment is damaged but it is not a Total Loss (as defined below) you will at your own cost and expense promptly reinstate or repair the Equipment.
- 5.6 If an actual, constructive or arranged total loss ("**Total Loss**") of all or any of the Equipment shall occur, then if we so demand, you will on the next date for the payment of a Rental, or if none, on the last day of the Minimum Period pay to us payments equal to those amounts specified in Clause 8.
- 5.7 On payment by you of the amounts referred to in Clause 5.6 the hiring of the Equipment will terminate.

## 6 TITLE, WARRANTY AND EXCLUSION OF LIABILITY

- 6.1 You shall have no right, title, or interest in the Equipment but, if you have complied with this Agreement, you may have quiet possession and use of the Equipment upon the terms and conditions set out in this Agreement and, where the Equipment includes software, upon the terms of any relevant software licence.
- 6.2 You agree that the Equipment, the Supplier and the manufacturer have been selected by you relying entirely on your own judgement. We therefore exclude from this Agreement all warranties, conditions or guarantees relating to correspondence with description or sample, fitness for purpose or quality of the Equipment implied by law. You are responsible for obtaining, and warrant that you have obtained, directly from the Supplier any conditions, warranties or guarantees you require in respect of the Equipment. At your request and expense, we shall assign to you the benefit of any conditions, warranties or guarantees which the Supplier provides directly to us.
- 6.3 We will not have any liability to you (except for death or personal injury caused by our negligence), whether in contract or in tort, for any loss (including consequential loss), damage or expense which you may suffer as a result of:
  - (i) the Equipment failing to function properly;
  - (ii) the Equipment not being delivered on the date you agreed with the Supplier; or
  - (iii) any software failing to function properly or not being correctly licensed to you.
- 6.4 To the extent that we are able, we will at your written request and expense, assign to you the benefit of any conditions, warranties or guarantees we receive in respect of the Equipment from the Supplier or manufacturer of it.

## 7. TERMINATION

- 7.1 We may end the hiring of the Equipment by writing to you and withdrawing your right to possession and use of the Equipment if:
  - (i) you fail to pay any Rental or other payment due under this Agreement on the due date;
  - (ii) you fail to comply with your other obligations under this Agreement and do not remedy the situation within 5 days of it being brought to your attention;
  - (iii) any representation or warranty given or made by you in connection with this Agreement proves to be incorrect;
  - (iv) we have grounds to believe you cannot pay your debts, or you are declared or become insolvent;
  - (v) being an individual, an application is made for an interim order or a bankruptcy petition is presented against you, or you die;
  - (vi) being a company, any person takes any action or any legal procedure is commenced or other steps taken (including the presentation of a petition or the filing or service of a notice) with a view to the appointment of an administrator, administrative receiver, receiver or liquidator or a like officer, or such person is appointed, over all or any of your assets or you arrange or attempt to arrange a composition or scheme with your creditors or a meeting of creditors is called or any steps are taken against you for your winding up or dissolution;
  - (vii) being a partnership, any person takes any action or any legal procedure is commenced or other steps taken with a view to your dissolution 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 the creditors of the partnership, or you enter into a voluntary arrangement with your creditors;
  - (viii) you apply for or take any steps to apply for a moratorium on payment to your creditors pursuant to the laws of any jurisdiction in which you conduct your business or have any assets;
  - (ix) you fail to pay any amount due to us in respect of any other agreement;
  - (x) there is any change in your ownership which we consider material;
  - (xi) you fail to pay any amount required by a court order or a judgment other than where you are properly contesting such order or appealing against such judgment; there is, in our opinion, any material adverse change to your financial position;
  - (xii) any of the events or state of affairs set out in (i) to (xii) (inclusive) above occurs in relation to any guarantor of or person providing security for your obligations hereunder;
  - (xiii) any guarantor of or person providing security or support for your obligations

- hereunder breaches the terms of such guarantee, security instrument or support document; or
- (xv) we have reasonable grounds to believe the Equipment, and/or our interest in it, is at risk.
- 7.2 It is a condition of this Agreement that you make all payments on the due dates, that you remedy any breaches of other terms within 5 days of being informed of such breach, that all representations and warranties made by you remain correct for the duration of this Agreement, and that none of the events set out in Clause 7.1 (iv) to (xv) occur. Accordingly, the occurrence of any of the events set out in Clause 7.1 (i), (ii) and (iii) shall constitute a repudiation of this Agreement by you, and the events listed in Clause 7.1 (iv) to (xv) inclusive are all agreed terminating events entitling us to terminate the hiring of the Equipment if one or more should occur.

## 8 REMEDIES

- If we end the hiring of the Equipment under Clause 7, you must return the Equipment to us, or our agents, in accordance with Clause 10 and pay us immediately:
- (i) all Rentals, and any other sums, already due to us;
  - (ii) all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends; and
  - (iii) the amount which we certify is equal to our outstanding investment in the Equipment.

## 9 COSTS AND INTEREST

You will be responsible for any costs we may incur in recovering money you owe us, plus interest on all overdue amounts at the rate of 2% per month calculated on a daily basis (before as well as after any judgment) or £50 whichever is the greater. We shall charge you specifically the sum of £50 each time we present a Direct Debit or cheque which is unpaid. In addition, a charge of £50 will be made in respect of each payment which falls overdue.

## 10 RETURN OF EQUIPMENT

- 10.1 When this Agreement or the hiring of the Equipment expires or is terminated you shall:
- (i) at your expense, ensure the Equipment is safely and properly stored until it is returned to us in accordance with (iv) below;
  - (ii) not use the Equipment;
  - (iii) ensure the Equipment when returned to us is clean with all markings removed and all missing parts replaced in good condition (fair wear and tear excepted) and operating order and free from cracks, dents, scratches and stains, and you shall indemnify us in respect of the cost of any repairs or improvements to the Equipment to place it in such condition;
  - (iv) at your expense de-install and return as soon as possible (with insurance and freight pre-paid) every item of the Equipment (together with any instruction manuals, technical specifications, operating software and service, maintenance and repair records) to us or our agents (as notified to you) at a place in the UK nominated by us;
  - (v) pay to us as compensation for any delay in compliance in full with (iv) above a daily payment for each day that you are in breach, such payment to be twice the amount of the Rental you would have paid during the Minimum Period for the same number of days, commencing on the date of expiry or termination as appropriate.
- 10.2 If you fail to return the Equipment in accordance with Clause 10.1 above, we shall be entitled to retake possession of the Equipment and for such purpose to enter the premises at the Equipment Location or any other premises where the Equipment may be.

## 11 MAINTENANCE COLLECTION

- 11.1 If you have asked us to collect maintenance payments payable by you to the Maintenance Contractor (the "Maintenance Payments") by ticking the box overleaf, the amounts of the Maintenance Payments are shown overleaf and you authorise us to pay such Maintenance Payments to the Maintenance Contractor on your behalf after we have received such Maintenance Payments from you.
- 11.2 If you forward to us less than the Maintenance Payment amount shown overleaf we will forward such amount to the Maintenance Contractor on your behalf but we will not be responsible for any shortfall or for notifying you of any such shortfall.
- 11.3 We will not be liable to you for any consequences of our not collecting Maintenance Payments or not paying Maintenance Payments to the Maintenance Contractor.

## 12 EARLY TERMINATION

You may terminate this agreement by giving us 90 days' written notice, returning the equipment to us or our agents in accordance with Clause 10, and paying us all amounts referred to in Clause 8, together with an administration fee of £100 plus VAT.

## 13 INDEMNITY

- 13.1 You shall indemnify us against all duties, rates and taxes (including VAT) payable in respect of the Equipment, its possession or use (other than taxes assessed on our profits or gains as a result of the hiring of the Equipment and VAT payable by us on our purchase of the Equipment).
- 13.2 You shall indemnify us against all claims, liabilities, losses, damages, costs, fines and penalties and expenses incurred or suffered directly or indirectly by us in connection with this Agreement or the Equipment or the design, manufacture, purchase (other than payment of the purchase price), ownership, delivery, use, return, sale or other disposition of the Equipment, including, without limitation, in relation to any product or strict liability relating to the Equipment or any contravention of intellectual property rights.

## 14 NON REGULATED AGREEMENTS

If you are a corporate body, or if the Rentals payable (including VAT) under the Agreement exceed £25,000 or such other financial limit from time to time set down by the Consumer Credit Act 1974 then this Agreement is not regulated by the Act, and any statement in this Agreement about the Act and its consequences do not apply to you.

## 15 GENERAL

- 15.1 If you consist of more than one person, each such person will be liable individually as well as together for the full extent of your commitments made under this Agreement.
- 15.2 We shall be entitled to set-off against any amount due from us to you under this Agreement or otherwise, any amount payable by you to us or any liability that you have to us under this Agreement or any other agreement or arrangement of whatsoever nature.

- 15.3 Any communication either party sends to the other will be assumed to have arrived:
- (i) 2 working days after it has been posted provided the communication is sent by first class post to the appropriate address overleaf or to the latest address either party may give to the other in the course of this Agreement; or
  - (ii) 24 hours after it is sent by email, provided the email is sent to the appropriate email address overleaf or to the latest email address either party may give to the other in the course of this Agreement.
- 15.4 This Agreement forms the entire agreement between us and you in respect of the hiring of the Equipment and shall not be varied otherwise than by written agreement signed by us and you.
- 15.5 Neither the Supplier nor any dealer or any other person not expressly authorised by us is our agent and such persons have no authority to make any representations or give any conditions or warranties on our behalf.
- 15.6 No delay or failure in our exercising any power or right under this Agreement or any giving of time for payment or performance shall operate as a waiver by us or in any way affect our rights under this Agreement.
- 15.7 If any provision is held invalid, illegal or unenforceable then, to the extent permitted by law, the validity, legality and enforceability of the remaining provisions shall not be affected in any way.
- 15.8 If requested by us during the hiring you will provide to us true copies of your audited or certified annual financial statements within 6 calendar months of the end of your financial year and/or your most recent management accounts as promptly as possible.
- 15.9 You are not entitled to assign any of your rights or novate your obligations under this Agreement without our written consent. We may assign our rights without your consent.
- 15.10 This Agreement is governed by English law and shall be subject to the jurisdiction of the English courts.

## 16 USE OF PERSONAL DATA

You confirm that at any time:

- (i) we may search your record at credit reference agencies.
- (ii) we may add to your record details of our search and your application and this will be seen by other organisations that make searches.
- (iii) if you are a partnership, we may link your records with one or more of your partners.
- (iv) if you are a joint applicant or if you have told us of some other financial association with another person:
  - (a) we may disclose information about your joint applicant and anyone referred to by you;
  - (b) we may search, link or record information at credit reference agencies about you and anyone referred to by you.
- (v) we may take into account any "association" between joint applicants and between you and anyone you tell us is your financial partner, or any consequential linked financial records created by credit reference agencies. NB This will continue until one of you successfully files a disassociation at credit reference agencies.
- (vi) we may add to your record with the credit reference agencies details of this Agreement or your business, the payments you make under it, and any default or failure to keep to its terms.
- (vii) we may use a credit scoring or other automated decision making system when assessing your application.
- (viii) we may check your details with fraud prevention agencies.
- (ix) if you provide false or inaccurate information and we suspect fraud, we will record this.
- (x) we and other organisations may use and search these records to:
  - a. help make decisions about credit and credit related services, for you and members of your household;
  - b. help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household;
  - c. trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - d. check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- (xi) we may use your records for statistical analysis about credit and about insurance and fraud.
- (xii) we may share fraud prevention agency records with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.
- (xiii) we may transfer your personal data to those involved with processing or operating or maintaining your business with us. If the companies to whom we transfer your personal data are not in the European Economic Area, we will ensure that those companies are bound by obligations to hold your data securely and use it only for the purposes specified in this Agreement.
- (xiv) we may disclose your details and/or transfer your data to third parties, to whom we propose to assign our rights under this Agreement and/or sell the Equipment, who may use your details for the purposes set out in this note.
- (xv) we may send you information about products of ours or of other organisations which may be of interest to you and pass your details to companies in our group and selected third parties so that they may send you information about their products or about products of other organisations.
- (xvi) we may contact you by letter, telephone (including automated dialling and text messages) or email for such purposes, as may the other companies in our group or selected third parties to whom we pass your information.
- (xvii) we may monitor, record and retain any communications from or to you, or use a third party to do so.

**Individuals have a legal right to details of those credit reference and fraud prevention agencies from whom we may obtain information and to whom we may pass information about you. Please telephone us on 01923 830140 if you would like them.**

**Individuals have a right at any time to stop us from contacting them or giving their details to others for any of the purposes listed in this Information section.**

**You may write to us at the address stated above if you wish us to stop writing, telephoning or e-mailing for such purposes. Individuals have a right to receive a copy of the information we hold about them. If you require a copy, please write to us at the address stated above, enclosing a fee of £10.00.**

Agreement No: .....

## HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

BETWEEN	<b>Universal Leasing Limited</b> of Cassiobury House, 11-19 Station Road, Watford, Herts. WD17 1AP Registered number: 5389929	<b>OWNER</b>
AND	Hirer's name: ..... Full postal address: ..... ..... ..... Postcode: ..... Phone number: ..... Company number: ..... Nature of Business: ..... Equipment location(s) if different from postal address above: .....	<b>HIRER</b>

## KEY FINANCIAL INFORMATION

### EQUIPMENT

Quantity	New or used	Description	Equipment type/model	Serial No.

### TERM AND RENT

<b>Rental Frequency</b>	<b>First Rental</b>	<b>VAT</b>	<b>=</b>	<b>Incl. VAT</b>
Monthly/Quarterly/Annually	£ ..... excl. VAT	+ £ .....	=	£ ..... Incl. VAT
Followed by a minimum of	<b>Rentals each of</b>			
..... Number in words	£ ..... excl. VAT	+ £ .....	=	£ ..... Incl. VAT
<b>Minimum Period</b>				
..... Number of months in words				

The First Rental is payable when the Agreement is signed by us in addition to the documentation fee set out in the Key Information section below. Subsequent Rentals will be paid to us at the frequency shown above after that date. You may terminate this agreement at any time during the Minimum Period by giving us 90 days' written notice, returning the equipment to us or our agents in accordance with Clause 10, and paying us all amounts referred to in Clause 8 (this will include all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends), together with an administration fee of £100 plus VAT. Corporation tax rate changes will cause rentals to be varied and an additional rental may be payable if the actual owner of the Equipment does not obtain the benefit of its anticipated allowances or if there are tax changes (see Clause 3 overleaf).

## KEY INFORMATION

Other Charges: You shall also pay to us:

- (a) a Documentation fee of £100 plus VAT on the date we sign this Agreement
- (b) an Annual Service fee of £25 plus VAT on each anniversary of the date of this Agreement for the Minimum Period of hire
- (c) the sum set out in Clause 5.6 on a total loss of the Equipment.

Default Charges: We will charge you:

Late payments	The higher of 2% per month calculated daily or £50 plus VAT in respect of the delay, plus £50 plus VAT in respect of each late payment
Failure to pay by direct debit	An initial charge of £50 plus VAT to change to another payment method plus 5% of the Rental amount or £25 plus VAT (whichever is greater)
Cancelled or rejected direct debit or cheque	£50 plus VAT
Recovery of equipment	Our costs and any agent's fees plus VAT
Termination of hiring	Pursuant to clause 8, you will pay to us (i) all Rentals, and any other sums, already due to us; (ii) all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends; and (iii) the amount which we certify is equal to our outstanding investment in the Equipment.
Failure to insure or insurance unsatisfactory	The amount we pay to an insurer to insure the Equipment
Failure to return equipment in required condition	The cost of putting the Equipment in the required return condition

**MISSING PAYMENTS:** Missing payments could have severe consequences and may make obtaining credit more difficult.

**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.

**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.

Signature(s)  
of Hirer(s):

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

**YOUR DETAILS**

Your Name(s):  
(Please Print)

Your Job Title:  
(Please Print)

**OWNER'S SIGNATURE**

For and on behalf of Universal Leasing Limited.

Date of Agreement:

**IMPORTANT** – If you are a corporate body, or if the Rentals payable (including VAT) under the Agreement exceed £25,000 or such other financial limit from time to time set down by the Consumer Credit Act 1974 then this Agreement is not regulated by the Act, and any statement in this Agreement about the Act and its consequences do not apply to you. By signing this Agreement you confirm that you have entered into it in the course of your business and that you have received pre-contract information, which accurately reflects the terms of this agreement. You also confirm that we have played no part in selecting the Equipment and we exclude liability for its condition and suitability. You agree that we may use your information in accordance with clause 16 and the permission you have already given us including for credit, risk assessment and marketing purposes. Please ask if you would like a copy of the data protection information, which has already been sent to you.

**SUPPLIER'S DETAILS AND HIRERS INSURANCE INFORMATION**

Supplier's name and address: .....

Salesperson: .....

Insurer's name and address: .....

Policy number: ..... Renewal date .....

**MAINTENANCE CONTRACTOR**

Name, address and postcode: ..... Tel No: .....

.....

Owner to collect Maintenance Payments Yes  No  Maintenance Payment amount: £ Excluding VAT

Total Maintenance Payment amount to be collected by us with each Rental: £ Including VAT

**CALCULATION OF RENTAL (Reprographic Equipment ONLY)**

	Equipment cost	£	excl. VAT	Terminating existing agreement details: Date: Number: Finance Company:
+	Any amount required to terminate existing agreement(s)	£	excl. VAT	
=	Total Amount upon which Rentals are based	£	excl. VAT	
	Rate per thousand per month/quarter/annual	£	excl. VAT	
	Total Amount payable in Minimum Period	£	excl. VAT	

If you decide to go ahead with the proposed Agreement, the Supplier will be responsible for ensuring that the amount needed to settle your existing agreement is paid to the finance company that owns the equipment. Universal Leasing Limited is not liable for paying any settlement amount. If this applies to you, fill in the details above.

# THE TERMS OF THE AGREEMENT

The Hirer wishes to lease from the Owner the Equipment including all additions, replacements and accessories thereto and all computer software (including all operating systems and application software) forming part of or supplied with such equipment and all upgrades thereto ("**Software**") described below (the "Equipment"), on the terms set out below.

**PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING THIS AGREEMENT.** Please note that "**you**" and "**your**" mean the Hirer and "**we**", "**us**", "**our**" and "**Universal Leasing**" mean the Owner. All words appearing with capital initial letters refer to the descriptions overleaf or have the meanings defined below.

## 1 AGREEMENT

- 1.1 You are agreeing to hire from us for the purposes of your business, the Equipment listed overleaf for the Minimum Period of hire.
- 1.2 The hiring will start on the date that we accept this Agreement by signing it (the "**Agreement Date**"), regardless of installation or connection (if applicable), and will continue until either of us gives at least 90 days' written notice of cancellation, such notice to expire at the later of (i) the end of the Minimum Period or (ii) on any subsequent date that a Rental falls due, or until terminated in accordance with the terms below.
- 1.3 The risk of loss or damage to the Equipment will pass to you on the delivery of the Equipment to you.
- 1.4 All references in the terms below to "**Rental**" or "**Rentals**" shall mean the Rental amounts shown overleaf.

## 2 PAYMENTS

- 2.1 You shall pay to us the Rentals together with the Documentation fee and Annual Service fee and any applicable VAT thereon on the dates specified overleaf.
- 2.2 All payments must be made by Direct Debit unless we otherwise agree in writing. If you do not make payments by Direct Debit we will charge you an extra 5% of the amount of each Rental or £25 (whichever is the greater) to cover our increased costs of administration. An initial administration charge of £50 will also be made for any change to the method of payment.
- 2.3 All payments must be paid on time, in full and free and clear of any deductions, set-off or withholding of any nature whatsoever. Punctual payment by you of each payment is of the essence of this Agreement.
- 2.4 All amounts payable will be subject to VAT at the then applicable rate and we may vary any payment accordingly.
- 2.5 Your obligation to pay shall not be affected by the Equipment being unusable or not being in good working order or maintained for any reason and for any period.
- 2.6 If you are a company, you agree that you will not claim capital allowances on the Equipment.

## 3 RENTAL ADJUSTMENT

- 3.1 The Rentals have been calculated on the assumption that no change will occur in the rate of corporation tax, the basis or system of taxation or the interpretation thereof, HM Revenue and Customs' practice, the rate, nature, availability or use of capital allowances or tax on the receipt of rentals.
- 3.2 If any of the assumptions specified in Clause 3.1 proves to be incorrect at any time and this reduces our net of tax rate of return from the hiring of the Equipment, then we may at such time increase any Rentals payable by you under this Agreement by an amount which we calculate is necessary to ensure that our net of tax rate of return remains the same, or, if no further Rentals remain to be paid, then we may require an additional sum to maintain the same. Any increase made pursuant to this Clause shall be certified in writing by us and, except for manifest error, such certificate shall be final and binding on you. For the avoidance of doubt this provision shall survive any termination of this Agreement and/or the hiring hereunder.

## 4 EQUIPMENT

- 4.1 You agree that until the Equipment is returned to us or our agents in accordance with Clause 10, you will, at your own expense:
  - (i) use the Equipment only in the normal course of your business and in accordance with the guidelines, all health and safety legislation, and any applicable law or regulation;
  - (ii) maintain possession of the Equipment and not do anything or permit anything to be done which might prejudice our interest in the Equipment;
  - (iii) not sell, assign, transfer, mortgage, charge or part with possession of, or other wise deal with or dispose of the Equipment or any interest therein, nor agree to do so;
  - (iv) upon reasonable notice, allow us and persons authorised by us to inspect the Equipment and to affix such plates or other markings as we may require (granting access to any relevant premises as necessary);
  - (v) keep the Equipment at the Equipment Location unless we agree otherwise in writing;
  - (vi) maintain the Equipment in good working order, condition and repair;
  - (vii) bear the risk of any loss or damage to the Equipment however it is caused and notify us immediately of any loss, damage or unauthorised removal; and
  - (viii) not allow the Equipment to become affixed to any land or building unless we have agreed prior to our entering into this Agreement and you have taken all steps required by us to protect our interest in the Equipment.
- 4.2 Until the Equipment is returned to us or our agents in accordance with Clause 10, you will maintain the Equipment or, ensure that the Equipment is maintained by a reputable third party maintenance provider in accordance with the guidelines supplied by the manufacturer and general good practice. Nothing contained in this clause 4.2 shall relieve, reduce or affect your obligations under this Agreement in relation to the Equipment. Failure on the part of any maintenance contractor to perform any of its responsibilities and obligations to you **WILL NOT** in any way affect your liability to pay the Rentals (or any other payments payable hereunder) or to perform any other obligation under this Agreement or give you any claim whatsoever against us.
- 4.3 No part of the Equipment shall be altered or removed (other than in the ordinary course of repair and maintenance or where required by law) without our prior written consent unless replaced immediately by the same or an improved part. You undertake that all substitutes, replacements, renewals and additions in or to the Equipment shall become part of the Equipment and belong to us free from any encumbrance and subject to this Agreement.
- 4.4 You agree that you will be responsible for arranging the delivery of the Equipment with the supplier ("**Supplier**"). You must notify us and the Supplier of any problems with the Equipment within 5 working days of delivery in the absence of which the Equipment shall be deemed to be in good condition, satisfactory to you in all respects and fit for the purpose for which it was intended.

## 5 INSURANCE

- 5.1 Following delivery of the Equipment and thereafter until you have discharged all your obligations to us under this Agreement, you are responsible for insuring the Equipment against any loss (including total loss) or damage from all risks. The amount you insure the Equipment for must be at least the full cost of replacing it as new. You must also insure against third party liability for the same period.
- 5.2 You must arrange for us to be additional insured and loss payee on the policy and show proof to us or our agents if we ask for it. If you do not provide this proof, or if the policy does not satisfy the requirements set out in Clause 5.1 above, we may, through agents or otherwise and at your expense, arrange our own insurance, in which case we will notify you of the total charge which will be added to the Rentals.
- 5.3 You must tell us immediately if you have to make an insurance claim in relation to the Equipment. You must obtain our written consent **BEFORE** agreeing any settlement of a claim. All settlement payments must be made to us and if you receive any proceeds from an insurance claim they shall be held on trust for us and paid to us without delay.
- 5.4 You shall not do or omit to do anything which is contrary to the terms of any policy of insurance or which might entitle the insurers to cancel any policy or reduce or avoid any liability or claim.
- 5.5 If the Equipment is damaged but it is not a Total Loss (as defined below) you will at your own cost and expense promptly reinstate or repair the Equipment.
- 5.6 If an actual, constructive or arranged total loss ("**Total Loss**") of all or any of the Equipment shall occur, then if we so demand, you will on the next date for the payment of a Rental, or if none, on the last day of the Minimum Period pay to us payments equal to those amounts specified in Clause 8.
- 5.7 On payment by you of the amounts referred to in Clause 5.6 the hiring of the Equipment will terminate.

## 6 TITLE, WARRANTY AND EXCLUSION OF LIABILITY

- 6.1 You shall have no right, title, or interest in the Equipment but, if you have complied with this Agreement, you may have quiet possession and use of the Equipment upon the terms and conditions set out in this Agreement and, where the Equipment includes software, upon the terms of any relevant software licence.
- 6.2 You agree that the Equipment, the Supplier and the manufacturer have been selected by you relying entirely on your own judgement. We therefore exclude from this Agreement all warranties, conditions or guarantees relating to correspondence with description or sample, fitness for purpose or quality of the Equipment implied by law. You are responsible for obtaining, and warrant that you have obtained, directly from the Supplier any conditions, warranties or guarantees you require in respect of the Equipment. At your request and expense, we shall assign to you the benefit of any conditions, warranties or guarantees which the Supplier provides directly to us.
- 6.3 We will not have any liability to you (except for death or personal injury caused by our negligence), whether in contract or in tort, for any loss (including consequential loss), damage or expense which you may suffer as a result of:
  - (i) the Equipment failing to function properly;
  - (ii) the Equipment not being delivered on the date you agreed with the Supplier; or
  - (iii) any software failing to function properly or not being correctly licensed to you.
- 6.4 To the extent that we are able, we will at your written request and expense, assign to you the benefit of any conditions, warranties or guarantees we receive in respect of the Equipment from the Supplier or manufacturer of it.

## 7. TERMINATION

- 7.1 We may end the hiring of the Equipment by writing to you and withdrawing your right to possession and use of the Equipment if:
  - (i) you fail to pay any Rental or other payment due under this Agreement on the due date;
  - (ii) you fail to comply with your other obligations under this Agreement and do not remedy the situation within 5 days of it being brought to your attention;
  - (iii) any representation or warranty given or made by you in connection with this Agreement proves to be incorrect;
  - (iv) we have grounds to believe you cannot pay your debts, or you are declared or become insolvent;
  - (v) being an individual, an application is made for an interim order or a bankruptcy petition is presented against you, or you die;
  - (vi) being a company, any person takes any action or any legal procedure is commenced or other steps taken (including the presentation of a petition or the filing or service of a notice) with a view to the appointment of an administrator, administrative receiver, receiver or liquidator or a like officer, or such person is appointed, over all or any of your assets or you arrange or attempt to arrange a composition or scheme with your creditors or a meeting of creditors is called or any steps are taken against you for your winding up or dissolution;
  - (vii) being a partnership, any person takes any action or any legal procedure is commenced or other steps taken with a view to your dissolution 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 the creditors of the partnership, or you enter into a voluntary arrangement with your creditors;
  - (viii) you apply for or take any steps to apply for a moratorium on payment to your creditors pursuant to the laws of any jurisdiction in which you conduct your business or have any assets;
  - (ix) you fail to pay any amount due to us in respect of any other agreement;
  - (x) there is any change in your ownership which we consider material;
  - (xi) you fail to pay any amount required by a court order or a judgment other than where you are properly contesting such order or appealing against such judgment; there is, in our opinion, any material adverse change to your financial position;
  - (xii) any of the events or state of affairs set out in (i) to (xii) (inclusive) above occurs in relation to any guarantor of or person providing security for your obligations hereunder;
  - (xiii) any guarantor of or person providing security or support for your obligations

- hereunder breaches the terms of such guarantee, security instrument or support document; or
- (xv) we have reasonable grounds to believe the Equipment, and/or our interest in it, is at risk.
- 7.2 It is a condition of this Agreement that you make all payments on the due dates, that you remedy any breaches of other terms within 5 days of being informed of such breach, that all representations and warranties made by you remain correct for the duration of this Agreement, and that none of the events set out in Clause 7.1 (iv) to (xv) occur. Accordingly, the occurrence of any of the events set out in Clause 7.1 (i), (ii) and (iii) shall constitute a repudiation of this Agreement by you, and the events listed in Clause 7.1 (iv) to (xv) inclusive are all agreed terminating events entitling us to terminate the hiring of the Equipment if one or more should occur.

## 8 REMEDIES

If we end the hiring of the Equipment under Clause 7, you must return the Equipment to us, or our agents, in accordance with Clause 10 and pay us immediately:

- (i) all Rentals, and any other sums, already due to us;
- (ii) all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends; and
- (iii) the amount which we certify is equal to our outstanding investment in the Equipment.

## 9 COSTS AND INTEREST

You will be responsible for any costs we may incur in recovering money you owe us, plus interest on all overdue amounts at the rate of 2% per month calculated on a daily basis (before as well as after any judgment) or £50 whichever is the greater. We shall charge you specifically the sum of £50 each time we present a Direct Debit or cheque which is unpaid. In addition, a charge of £50 will be made in respect of each payment which falls overdue.

## 10 RETURN OF EQUIPMENT

- 10.1 When this Agreement or the hiring of the Equipment expires or is terminated you shall:
- (i) at your expense, ensure the Equipment is safely and properly stored until it is returned to us in accordance with (iv) below;
  - (ii) not use the Equipment;
  - (iii) ensure the Equipment when returned to us is clean with all markings removed and all missing parts replaced in good condition (fair wear and tear excepted) and operating order and free from cracks, dents, scratches and stains, and you shall indemnify us in respect of the cost of any repairs or improvements to the Equipment to place it in such condition;
  - (iv) at your expense de-install and return as soon as possible (with insurance and freight pre-paid) every item of the Equipment (together with any instruction manuals, technical specifications, operating software and service, maintenance and repair records) to us or our agents (as notified to you) at a place in the UK nominated by us;
  - (v) pay to us as compensation for any delay in compliance in full with (iv) above a daily payment for each day that you are in breach, such payment to be twice the amount of the Rental you would have paid during the Minimum Period for the same number of days, commencing on the date of expiry or termination as appropriate.
- 10.2 If you fail to return the Equipment in accordance with Clause 10.1 above, we shall be entitled to retake possession of the Equipment and for such purpose to enter the premises at the Equipment Location or any other premises where the Equipment may be.

## 11 MAINTENANCE COLLECTION

- 11.1 If you have asked us to collect maintenance payments payable by you to the Maintenance Contractor (the "Maintenance Payments") by ticking the box overleaf, the amounts of the Maintenance Payments are shown overleaf and you authorise us to pay such Maintenance Payments to the Maintenance Contractor on your behalf after we have received such Maintenance Payments from you.
- 11.2 If you forward to us less than the Maintenance Payment amount shown overleaf we will forward such amount to the Maintenance Contractor on your behalf but we will not be responsible for any shortfall or for notifying you of any such shortfall.
- 11.3 We will not be liable to you for any consequences of our not collecting Maintenance Payments or not paying Maintenance Payments to the Maintenance Contractor.

## 12 EARLY TERMINATION

You may terminate this agreement by giving us 90 days' written notice, returning the equipment to us or our agents in accordance with Clause 10, and paying us all amounts referred to in Clause 8, together with an administration fee of £100 plus VAT.

## 13 INDEMNITY

- 13.1 You shall indemnify us against all duties, rates and taxes (including VAT) payable in respect of the Equipment, its possession or use (other than taxes assessed on our profits or gains as a result of the hiring of the Equipment and VAT payable by us on our purchase of the Equipment).
- 13.2 You shall indemnify us against all claims, liabilities, losses, damages, costs, fines and penalties and expenses incurred or suffered directly or indirectly by us in connection with this Agreement or the Equipment or the design, manufacture, purchase (other than payment of the purchase price), ownership, delivery, use, return, sale or other disposition of the Equipment, including, without limitation, in relation to any product or strict liability relating to the Equipment or any contravention of intellectual property rights.

## 14 NON REGULATED AGREEMENTS

If you are a corporate body, or if the Rentals payable (including VAT) under the Agreement exceed £25,000 or such other financial limit from time to time set down by the Consumer Credit Act 1974 then this Agreement is not regulated by the Act, and any statement in this Agreement about the Act and its consequences do not apply to you.

## 15 GENERAL

- 15.1 If you consist of more than one person, each such person will be liable individually as well as together for the full extent of your commitments made under this Agreement.
- 15.2 We shall be entitled to set-off against any amount due from us to you under this Agreement or otherwise, any amount payable by you to us or any liability that you have to us under this Agreement or any other agreement or arrangement of whatsoever nature.

- 15.3 Any communication either party sends to the other will be assumed to have arrived:
- (i) 2 working days after it has been posted provided the communication is sent by first class post to the appropriate address overleaf or to the latest address either party may give to the other in the course of this Agreement; or
  - (ii) 24 hours after it is sent by email, provided the email is sent to the appropriate email address overleaf or to the latest email address either party may give to the other in the course of this Agreement.
- 15.4 This Agreement forms the entire agreement between us and you in respect of the hiring of the Equipment and shall not be varied otherwise than by written agreement signed by us and you.
- 15.5 Neither the Supplier nor any dealer or any other person not expressly authorised by us is our agent and such persons have no authority to make any representations or give any conditions or warranties on our behalf.
- 15.6 No delay or failure in our exercising any power or right under this Agreement or any giving of time for payment or performance shall operate as a waiver by us or in any way affect our rights under this Agreement.
- 15.7 If any provision is held invalid, illegal or unenforceable then, to the extent permitted by law, the validity, legality and enforceability of the remaining provisions shall not be affected in any way.
- 15.8 If requested by us during the hiring you will provide to us true copies of your audited or certified annual financial statements within 6 calendar months of the end of your financial year and/or your most recent management accounts as promptly as possible.
- 15.9 You are not entitled to assign any of your rights or novate your obligations under this Agreement without our written consent. We may assign our rights without your consent.
- 15.10 This Agreement is governed by English law and shall be subject to the jurisdiction of the English courts.

## 16 USE OF PERSONAL DATA

You confirm that at any time:

- (i) we may search your record at credit reference agencies.
- (ii) we may add to your record details of our search and your application and this will be seen by other organisations that make searches.
- (iii) if you are a partnership, we may link your records with one or more of your partners.
- (iv) if you are a joint applicant or if you have told us of some other financial association with another person:
  - (a) we may disclose information about your joint applicant and anyone referred to by you;
  - (b) we may search, link or record information at credit reference agencies about you and anyone referred to by you.
- (v) we may take into account any "association" between joint applicants and between you and anyone you tell us is your financial partner, or any consequential linked financial records created by credit reference agencies. NB This will continue until one of you successfully files a disassociation at credit reference agencies.
- (vi) we may add to your record with the credit reference agencies details of this Agreement or your business, the payments you make under it, and any default or failure to keep to its terms.
- (vii) we may use a credit scoring or other automated decision making system when assessing your application.
- (viii) we may check your details with fraud prevention agencies.
- (ix) if you provide false or inaccurate information and we suspect fraud, we will record this.
- (x) we and other organisations may use and search these records to:
  - a. help make decisions about credit and credit related services, for you and members of your household;
  - b. help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household;
  - c. trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - d. check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- (xi) we may use your records for statistical analysis about credit and about insurance and fraud.
- (xii) we may share fraud prevention agency records with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.
- (xiii) we may transfer your personal data to those involved with processing or operating or maintaining your business with us. If the companies to whom we transfer your personal data are not in the European Economic Area, we will ensure that those companies are bound by obligations to hold your data securely and use it only for the purposes specified in this Agreement.
- (xiv) we may disclose your details and/or transfer your data to third parties, to whom we propose to assign our rights under this Agreement and/or sell the Equipment, who may use your details for the purposes set out in this note.
- (xv) we may send you information about products of ours or of other organisations which may be of interest to you and pass your details to companies in our group and selected third parties so that they may send you information about their products or about products of other organisations.
- (xvi) we may contact you by letter, telephone (including automated dialling and text messages) or email for such purposes, as may the other companies in our group or selected third parties to whom we pass your information.
- (xvii) we may monitor, record and retain any communications from or to you, or use a third party to do so.

**Individuals have a legal right to details of those credit reference and fraud prevention agencies from whom we may obtain information and to whom we may pass information about you. Please telephone us on 01923 830140 if you would like them.**

**Individuals have a right at any time to stop us from contacting them or giving their details to others for any of the purposes listed in this Information section.**

**You may write to us at the address stated above if you wish us to stop writing, telephoning or e-mailing for such purposes. Individuals have a right to receive a copy of the information we hold about them. If you require a copy, please write to us at the address stated above, enclosing a fee of £10.00.**

# PRE-CONTRACT INFORMATION



Agreement No: .....

## HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

BETWEEN	<b>Universal Leasing Limited</b> of Cassiobury House, 11-19 Station Road, Watford, Herts. WD17 1AP Registered number: 5389929	<b>OWNER</b>
AND	Hirer's name: ..... Full postal address: ..... ..... ..... Postcode: ..... Phone number: ..... Company number: ..... Nature of Business: ..... Equipment location(s) if different from postal address above: .....	<b>HIRER</b>

## KEY FINANCIAL INFORMATION

### EQUIPMENT

Quantity	New or used	Description	Equipment type/model	Serial No.

### TERM AND RENT

<b>Rental Frequency</b>	<b>First Rental</b>	<b>VAT</b>	<b>=</b>	<b>Incl. VAT</b>
Monthly/Quarterly/Annually	£ ..... excl. VAT	+ £ ..... VAT		£ ..... Incl. VAT
<b>Followed by a minimum of</b>	<b>Rentals each of</b>		<b>=</b>	<b>Incl. VAT</b>
Number in words	£ ..... excl. VAT	+ £ ..... VAT		£ ..... Incl. VAT
<b>Minimum Period</b>				
Number of months in words				

The First Rental is payable when the Agreement is signed by us in addition to the documentation fee set out in the Key Information section below. Subsequent Rentals will be paid to us at the frequency shown above after that date. You may terminate this agreement at any time during the Minimum Period by giving us 90 days' written notice, returning the equipment to us or our agents in accordance with Clause 10, and paying us all amounts referred to in Clause 8 (this will include all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends), together with an administration fee of £100 plus VAT. Corporation tax rate changes will cause rentals to be varied and an additional rental may be payable if the actual owner of the Equipment does not obtain the benefit of its anticipated allowances or if there are tax changes (see Clause 3 overleaf).

## KEY INFORMATION

Other Charges: You shall also pay to us:	
(a) a Documentation fee of £100 plus VAT on the date we sign this Agreement	
(b) an Annual Service fee of £25 plus VAT on each anniversary of the date of this Agreement for the Minimum Period of hire	
(c) the sum set out in Clause 5.6 on a total loss of the Equipment.	
Default Charges: We will charge you:	
Late payments	The higher of 2% per month calculated daily or £50 plus VAT in respect of the delay, plus £50 plus VAT in respect of each late payment
Failure to pay by direct debit	An initial charge of £50 plus VAT to change to another payment method plus 5% of the Rental amount or £25 plus VAT (whichever is greater)
Cancelled or rejected direct debit or cheque	£50 plus VAT
Recovery of equipment	Our costs and any agent's fees plus VAT
Termination of hiring	Pursuant to clause 8, you will pay to us (i) all Rentals, and any other sums, already due to us; (ii) all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Minimum Period, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends; and (iii) the amount which we certify is equal to our outstanding investment in the Equipment.
Failure to insure or insurance unsatisfactory	The amount we pay to an insurer to insure the Equipment
Failure to return equipment in required condition	The cost of putting the Equipment in the required return condition

**MISSING PAYMENTS:** Missing payments could have severe consequences and may make obtaining credit more difficult.

**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.

**Universal Leasing Ltd**

Cassiobury House  
11-19 Station Road  
Watford  
Herts  
WD17 1AP

**Sales Support**

Tel: 01923 830 110  
Fax: 01923 830 111  
Email: [sales@ulg.com](mailto:sales@ulg.com)

**Customer Services**

Tel: 01923 830 140  
Fax: 01923 830 149  
Email: [customerservices@ulg.com](mailto:customerservices@ulg.com)

**Fast      Flexible      Expert**