





**1. THE AGREEMENT**

1.1 We are letting and the Customer is taking on hire the Equipment for use in the Customer's business. This Agreement starts when we sign it. (The banking of any cheque sent by the Customer does not constitute acceptance and if we do not accept the application we will repay the amount sent.) The hiring will commence on the date of delivery and continue, unless terminated earlier in accordance with the terms of this Agreement, until the date the final Rental is due from the Customer (the "Hire Period").  
1.2 The Customer authorises us to amend or insert the details of the serial number, registration number or model of Equipment which are not known on the day the Customer signs this Agreement or which change before this Agreement starts.  
1.3 After we have received the Agreement signed by the Customer, we will send the Customer written notice of the date on which the first Rental is to be made. That notice will be sent in good time before the date specified for the first Rental to be made by the Customer.  
1.4 This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the document.

**2. PAYMENTS**

2.1 The Deposit shall be due and payable on the date this Agreement is signed by the Customer. The Customer must pay us the Documentation Fee at the time specified overleaf, the Rentals and other sums in full and on the due dates for payment. All amounts payable by the Customer to us under this Agreement must be made without any deduction, withholding, set-off, counterclaim or appropriation. If the Customer is required by tax authorities or by law to make any withholding or deduction, then the Rentals shall be increased to the extent necessary to ensure that we retain a net sum equal to the sum we would have received but for the withholding or deduction. We shall have the right to set-off any payment due to the Customer hereunder against any sums whatsoever due from the Customer to us or any Group Member.  
2.2 Punctual payment of the Rentals and all other sums due under this Agreement is of the essence of this Agreement. The Customer agrees that all payments (other than the Deposit) under this Agreement shall be made to our bank account by Direct Debit, or to such other account, also by Direct Debit as may be advised by us to the Customer from time to time. If the Customer chooses after the date of this Agreement to pay the Rentals other than by Direct Debit additional costs will be incurred by us and we may charge the Customer an administration charge equal to £20 per Rental not yet due and payable or 1% of all Rentals not yet due and payable during the Hire Period, if greater. We may from time to time vary such charges and will notify the Customer thereof.  
2.3 We may, at our discretion, vary the dates upon which payments and Rentals are to be made under this Agreement if, in the light of the information provided by the Customer, we consider that the revised dates would be more convenient for the Customer. We will give the Customer at least 7 days' notice before any such variations come into effect.  
2.4 All payments due to us under this Agreement, where applicable, are inclusive of Value Added Tax. If there is any change in Value Added Tax, payments under this Agreement shall be varied in accordance with such change.

**3. DELIVERY AND CARE OF THE EQUIPMENT**

3.1 The Customer shall arrange and be responsible for, at its own cost, the delivery, installation and commissioning of the Equipment and as between us and the Customer the risk of loss or damage to the Equipment shall pass to the Customer on the earlier of delivery of the Equipment to the Customer and the time when risk passes from the supplier to us.  
3.2 The Customer must inspect and test the Equipment on delivery and must inform us in writing immediately on delivery if the Equipment is not to the specification selected by the Customer and within 48 hours of delivery if the Equipment is defective or is unsuitable for the purpose for which it was acquired. If the Customer gives no such notice the Customer will be deemed to have accepted the Equipment and to have acknowledged that it is in good working order and satisfactory in every way. If we require, the Customer must complete an acceptance certificate in a form approved by us.  
3.3 The Customer is responsible, at its own cost, for keeping the Equipment in good condition (allowing for fair wear and tear), in full working order and for arranging all servicing, maintenance and repairs that may be required at any time. All damage to the Equipment, other than fair wear and tear, must be made good by the Customer.  
3.4 The Customer must use the Equipment in accordance with all applicable laws and regulations and the manufacturer's recommendations and must not use the Equipment for any purpose for which it was not designed or built or is unsuitable and, if the Equipment is a vehicle, must not use it for driving tuition, racing, pacemaking or speed trials.  
3.5 The Customer agrees not to make any alteration, addition or modification to the Equipment other than those required by law nor to remove any existing component from the Equipment unless it is replaced immediately (or if removed in the ordinary course of repair and maintenance, replaced as soon as practicable) by the same component or by one of a like make and model to that removed or an improved or advanced version thereof. All additions and replacement parts will become our property.

**4. UNDERTAKINGS**

4.1 The Customer must not hold itself out as the owner of the Equipment or do anything that might jeopardise our interest in the Equipment and must (except to comply with its maintenance obligations) keep the Equipment in its possession at all times. The Customer must not assign, charge, pledge, sub-let or otherwise dispose of the Equipment or any part of it or its interest in this Agreement. If requested by us the Customer shall affix such nameplates to the Equipment as we may require and shall not remove, obscure or interfere with any indication of ownership that we may cause to be placed or attached to the Equipment. The Customer must immediately inform us if anyone claims or attempts to claim any interest in the Equipment and take such action as we may require to be taken in order to protect its interest.  
4.2 The Customer must obtain and maintain throughout the hiring of the Equipment all permissions, licences and permits and pay all licence duties, fees, taxes and fines that may be required to operate or are imposed upon the Equipment.  
4.3 The Customer will, at any time on request, notify us of the location of the Equipment. If requested by us the Customer shall install such electronic tracking device to the Equipment as we may require. The Customer will not use the Equipment outside the United Kingdom, or if the Equipment is a vehicle the Customer will not use it outside Western Europe for a period or periods exceeding an aggregate of 28 days in any year, without our prior written consent. The Equipment must not be affixed to any building or land.

**5. INSURANCE**

5.1 The Customer must at all times keep the Equipment fully insured for its full replacement value under a comprehensive policy without restriction or excess exceeding £250 or such other amount agreed by us. Our interest in the Equipment shall be noted on the policy. The Customer must punctually pay the premiums in respect of such policy and do all things necessary to keep that policy valid and in force. The Customer must produce such evidence to this effect as we may require from time to time, and in default we may (but shall not be obliged to) insure the Equipment and the Customer shall, on demand, reimburse to us the cost of such insurance.  
5.2 Any insurance proceeds must be paid to us and we may apply the same (at our option) after meeting any incidental costs or losses, either in making good the damage done, or in replacing the Equipment by equipment of a similar description, or towards payment of sums due from the Customer. If the Customer receives any such insurance proceeds, the Customer must forthwith remit such monies received to us and until such time shall hold such monies on trust for us.  
5.3 If there is a total loss of the Equipment, we may terminate the hiring of the Equipment and the Customer will become liable to pay to us the Termination Sum as if the Agreement had terminated under Clause 7. If the proceeds of insurance received by us together with any payments made by the Customer exceed the aggregate of the Termination Sum and any other sums payable by the Customer, an amount equal to the excess will be paid to the Customer by way of rebate of Rentals.

**6. EXCLUSION OF LIABILITY**

6.1 The Customer acknowledges that it has selected the Equipment for its own use relying on its own skill and judgement and it has obtained from the supplier of the Equipment any warranties or guarantees in respect of the Equipment or its maintenance that the Customer requires. It is expressly agreed and acknowledged that no warranty, condition or undertaking has been given by or on behalf of us (whether express or implied, by statute, at common law or otherwise) in respect of the Equipment. All implied terms, conditions or warranties relating to the quality, fitness for any purpose, and freedom from defects are expressly excluded to the full extent permitted by law. The Customer will not be entitled to a rebate or remission of Rentals whilst the Equipment is unusable or for any other reason. The hiring is not a hiring by description.  
6.2 We shall not be liable to the Customer (in contract, tort or otherwise) for any claim, damage, liability or loss (including consequential loss) or expense of any kind arising directly or indirectly in connection with the Equipment or from any delay in the delivery of, or failure to deliver, the Equipment, any defect or deficiency in or inadequacy or suitability of, the Equipment or its installation, use, performance, maintaining, servicing or repair provided that nothing contained in this Agreement shall exclude any liability for death or personal injury caused by our negligence or a breach by us of any of our express obligations under this Agreement.  
6.3 We will, until the hiring is terminated, at the Customer's expense, extend to the Customer (so far as we are legally able) the benefit of any manufacturer's guarantees, conditions or warranties in relation to the Equipment.  
6.4 The Customer acknowledges that no person (including any supplier) not actually employed by us is or is deemed to be our agent or entitled to make any representation or warranty binding on us.

**7. TERMINATION OF THE AGREEMENT**

7.1 All obligations of the Customer under this Agreement shall be construed as being material terms and conditions of this Agreement and we shall accordingly be entitled to treat a breach thereof as a repudiation or material breach of this Agreement entitling us to terminate the hiring hereunder. Without prejudice to the generality of the foregoing, we may terminate the hiring under this Agreement immediately on written notice if:-  
(a) the Customer does not pay any Rentals due under this Agreement on the due date for payment or pay any other sum due under this Agreement within 5 days of it being due and payable;

## The Direct Debit Guarantee



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

<p>(b) the Customer breaches any term of this Agreement or any other Agreement the Customer may have with us or with a Group Member and if such breach is remediable the Customer fails to remedy it within 7 days of written notice requiring its remedy;</p> <p>(c) (if the Customer is a partnership) any of the partners dies, a petition is presented for an administration order to be made in relation to, or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with the creditor of the partnership or the partnership enters into a voluntary arrangement with its creditors;</p> <p>(d) (if the Customer is an individual) the Customer dies or an application is made for an interim order to be made in relation to the Customer or a petition is presented for a bankruptcy order against the Customer or a trustee in bankruptcy or like officer is appointed over all or any of its assets;</p> <p>(e) (if the Customer is a company) the Customer shall be liquidated or wound up or have a petition for winding up, or pass a resolution for voluntary winding up (otherwise than for a bona fide reconstruction) or steps are taken for the appointment of an administrator, administrative receiver, receiver or liquidator or a like officer or such person is appointed over all or any of its assets;</p> <p>(f) the Customer arranges or attempts to arrange a composition or scheme with its creditors or a meeting of creditors is called;</p> <p>(g) the Customer ceases or threatens to cease to carry on trading or sells or disposes of a substantial part of its business or assets without our consent;</p> <p>(h) there is any change in the control (whether direct or indirect) of the Customer, or the present holding company of the Customer shall cease to be the legal and beneficial owner (free from all mortgages, charges, liens or other encumbrances) of the whole or any part of the issued share capital from time to time of the Customer;</p> <p>(i) the Customer is unable to pay its debts as they fall due (as defined by Section 123 or 268 of the Insolvency Act 1986);</p> <p>(j) any credit sale or hire purchase or any other lease Agreement entered into by the Customer with us or whomsoever, or the hiring thereunder becomes capable of being or is terminated other than by the Customer under any contractual right so to do given to it under any such Agreement;</p> <p>(k) (in Scotland) the Customer becomes a bankrupt or has his estate sequestrated or executes a trust deed, or a judicial factor is appointed to administer his estate;</p> <p>(l) any distress execution or other legal process is levied against any of the Customer's assets or an encumbrancer takes possession of any of the Customer's assets, or any security created by the Customer becomes enforceable and the mortgagee or chargee takes steps to enforce the same;</p> <p>(m) any guarantee in respect of the Customer's obligations under this Agreement is not or ceases to be fully valid binding and enforceable;</p> <p>(n) any representation made or information provided by or on behalf of the Customer to us from time to time in connection with the negotiation or continuation of this Agreement is found to be incorrect as to a particular which, in our opinion, is material.</p> <p><b>8. WHAT HAPPENS ON TERMINATION</b></p> <p>8.1 On termination of the hiring for whatsoever reason other than by expiry of the Hire Period, the Customer shall no longer be in possession of the Equipment with our consent and Clause 11 shall apply, and the Customer must immediately pay to us a termination sum ("Termination Sum") equal to the aggregate of:-</p> <p>(a) all Rentals and any other sums already due and payable under this Agreement, and accrued interest on them;</p> <p>(b) as liquidated damages the aggregate of all the Rentals that would but for termination have been paid by the Customer, less a discount from the date the Agreement was ended to the date each Rental would have otherwise become due for payment at a rate of 2%;</p> <p>(c) all our costs incurred in repossessing, insuring, selling, storing and repairing the Equipment and in terminating or redeploying any fixed rate borrowings or interest rate exchange or hedging arrangements.</p> <p>8.2 If any of the events referred to in Clause 7 occurs prior to delivery of the Equipment, then the Customer must pay to us the sums set out in Clause 8.1 and we will sell the Equipment and apply the proceeds in accordance with Clause 11 as and when we are able to obtain possession of the Equipment from the supplier.</p> <p>8.3 Exercise of our rights under this Agreement shall not exclude any other rights and remedies and we may enforce such rights and remedies either separately or in conjunction with any other right or remedy we may have under this Agreement.</p> <p><b>9. OPTION TO PURCHASE</b></p> <p>9.1 The Equipment belongs to us and will become the Customer's only if the Customer has paid us everything due for it under this Agreement and the Customer exercises its option in accordance with this Clause 9.</p> <p>9.2 At the end of this Agreement in respect of the hiring of Equipment, and provided the Customer has paid all monies owing under this Agreement, the Customer shall have the option to purchase the Equipment (but not the obligation to purchase the Equipment) for the Option to Purchase Fee specified overleaf.</p> <p>9.3 If the Customer does not exercise its option to purchase the Equipment, it must return it in good condition pursuant to Clause 11 no later than the day the final Rental is due.</p> <p><b>10. INDEMNITY AND WAIVER</b></p> <p>10.1 The Customer will be solely responsible for and agrees to, upon demand, indemnify us, our servants, agents and contractors on a full indemnity basis at all times from and against:-</p> <p>(a) loss, theft, destruction of or damage to the Equipment from whatever cause arising and whether or not such loss, theft, destruction or damage results from the Customer's negligence or that of any of its officers, employees or agents; and</p> <p>(b) all actions, claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs (including, but without limitation, legal costs on a full indemnity basis) and expenses of whatsoever nature which may be brought against us or which we may suffer, incur or sustain in connection with or arising directly or indirectly out of the purchase, hiring, recovery and sale of the Equipment except for injury or death caused by our negligence.</p> <p>10.2 If we delay in or fail to enforce the terms and conditions of this Agreement or any of our rights or if we grant any time or indulgence to the Customer this will not prejudice or reduce our rights and if we do waive any breach by the Customer this will not operate as a waiver of a later or a continuing breach.</p> <p><b>11. INSPECTION AND RECOVERY</b></p> <p>11.1 The Customer irrevocably licenses us and our agents to enter the premises for the purpose of inspecting the state and condition of the Equipment at any time on not less than 48 hours' notice or also at any time without notice for the purpose of retaking the Equipment, if an event mentioned in Clause 7 hereof occurs.</p> <p>11.2 Upon expiry or termination of the hiring of the Equipment at any time, unless the Customer exercises its option pursuant to Clause 9, the Customer must at its own cost and risk redeliver the Equipment to us at our chosen storage place or, at our discretion, store the Equipment for up to three months and we will use all reasonable endeavours to sell it for the best price reasonably obtainable. The proceeds of sale (net of our costs) will be applied in or towards payment of the Customer's liabilities to us and we shall remit the balance thereof to the Customer by way of rebate or rental.</p> <p><b>12. DATA PROTECTION</b></p> <p>12.1 The Customer agrees and undertakes that it will (and will procure that all other relevant data subjects including the Guarantor(s) (if any) will) read our Privacy Notice before signing this Agreement. A copy was provided with this agreement and additional copies can be found at <a href="http://www.utbank.co.uk/privacy-policy">www.utbank.co.uk/privacy-policy</a> or by contacting our Data Protection Officer on 0207 190 5555. Where the Customer provides personal information to us which is not its own it is particularly important to note this requirement.</p> <p>12.2 We comply with the requirements of the data protection laws which specify how we hold information and the rights of individuals in relation to such information. For details of the right to obtain a copy of the personal information we are processing and information about how we process it, and for information about the other rights that all individuals have under data protection laws and how to exercise them, please refer to our Privacy Notice.</p>	<p>12.3</p> <p>12.4</p> <p>12.5</p> <p>13.</p> <p>13.1</p> <p>13.2</p> <p>13.3</p> <p>13.4</p> <p>13.5</p> <p>13.6</p> <p>(a)</p> <p>(i)</p> <p>(ii)</p> <p>(b)</p> <p>(c)</p> <p>(d)</p> <p>13.7</p> <p>13.8</p> <p>13.9</p> <p>13.10</p> <p>13.11</p> <p>13.12</p> <p>13.13</p> <p>13.14</p> <p>13.15</p> <p>13.16</p>	<p>We may monitor and or record phone calls to ensure that we have carried out the Customer's instructions correctly, to resolve queries and complaints, for regulatory purposes, to help detect or prevent fraud or other crimes, improve service and to help monitor and train our staff. Our lawful reason for this under data protection law is our legitimate interests or in some cases compliance with legal obligations. Please refer to our Privacy Notice.</p> <p>We will provide personal information to one or more credit reference agencies ("CRAs") which is about the Customer and any other individual whose credit status is material (including but not limited to guarantors). We do this to perform credit and identity checks, manage the account, trace and recover debts and prevent criminal activity. We may also make periodic searches at CRAs to help us manage the account with us. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information about the Customer and those other individuals and we use this to: assess creditworthiness and whether the Customer or those other individuals can afford to take the product; verify the accuracy of the data; prevent criminal activity, fraud and money laundering and manage its account(s); trace and recover debts.</p> <p>We will inform the CRAs about settled accounts. If the Customer or those other individuals borrow and do not repay in full and on time, CRAs will record the outstanding debt. They will share this with other organisations. When CRAs receive a search from us they will place a search footprint on the Customer's credit file that may be seen by other lenders. If the Customer is making a joint application, or if the Customer tells us that they have a spouse or financial associate, we and the CRAs will link those records together, so the Customer must inform us of this before lodging the application. At the CRAs these links will remain on those credit files until either one successfully files for a disassociation with the CRAs to break that link. If the individual is a guarantor, its performance will not impact the Customer's credit profile unless a County Court Judgement is obtained against the Customer for non-payment/breach of contract. More detail is within the Credit Reference Agencies Information Document (CRAIN). Call Credit <a href="http://www.callcredit.co.uk/crain">www.callcredit.co.uk/crain</a>. Equifax <a href="http://www.equifax.co.uk/crain">www.equifax.co.uk/crain</a> Experian <a href="http://www.experian.co.uk/crain">www.experian.co.uk/crain</a> or contact us on 0207 190 5555 for a paper copy. The Customer has a right to apply to the credit reference agencies for a copy of its file. The information they hold may not be the same and there is a small fee that the Customer may need to pay to each agency applied to. Please refer to our Privacy Notice for contact details.</p> <p>We are subject to the oversight of a number of regulators including the Prudential Regulatory Authority, the Financial Conduct Authority and the Information Commissioners Office. We may have to provide personal information to our regulators as part of our legal obligations to them.</p> <p><b>13. MISCELLANEOUS</b></p> <p>13.1 We may assign this Agreement and/or deal in any of our rights in this Agreement and sell the Equipment but this Agreement is personal to the Customer and the Customer may not assign the Agreement.</p> <p>13.2 We will, under this Agreement or any other agreement (together the "Relevant Agreements") entered into between us (or any Group Member) and the Customer from time to time, be entitled to consolidate all of the Customer's liabilities owed to us or any Group Member. When calculating any amount to due us by the Customer we may (but shall not be obliged to) at any time without prior notice, be entitled to set-off or apply:</p> <p>(a) any sums paid to us by the Customer;</p> <p>(b) the net proceeds realised on the sale of the Equipment (or any other equipment which is the subject of a Relevant Agreement); and/or</p> <p>(c) any damages and/or sums awarded to us following judgment arising from any Relevant Agreement; against any sum due by the Customer to us and/or any Group Member.</p> <p>13.3 If the Customer is two or more persons, each is separately liable and all are jointly liable under this Agreement.</p> <p>13.4 Any notice relating to this Agreement shall be in writing and sent by first class post or delivered by hand to the address of the relevant party shown overleaf or the last known address of that party. Alternatively, if the Customer has provided an email address above then any such notice may be served by sending that email address or any subsequent address notified by the Customer to us. Notice shall be affected at the time of sending if sent by email transmission, 48 hours after posting if sent by first class post and at the time of delivery if delivered by hand.</p> <p>13.5 This Agreement contains all the terms and conditions of the hiring of the Equipment and only variations to it signed on behalf of all parties will be effective. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.</p> <p>13.6 The Customer must, upon demand, immediately pay us the following administration and default charges:</p> <p>(a) if the Customer does not pay us an amount which is due to us under this Agreement in full or on time, or the Customer otherwise breaches this Agreement:</p> <p>(i) interest on the unpaid amount at the rate of 6% per annum above the Bank of England Base Rate from time to time, after as well as before any judgement, from day to day until it is paid, together with an arrears administration fee of £20, plus our reasonable costs and expenses which are caused by the Customer's breach, including the costs of tracing the Customer, tracing the Equipment, enforcing or attempting to enforce our rights under this Agreement, collection, repair, storage pending sale, administration and our legal expenses on an indemnity basis. Interest charges are calculated daily on the balance overdue, and added to that balance on the last day of each month;</p> <p>(ii) £10 for each letter, notice or demand, which we, or any other person on our behalf sends to the Customer as a result of the Customer's breach of this Agreement;</p> <p>(b) £30 plus VAT for each unpaid or cancelled cheque, standing order or direct debit;</p> <p>(c) £5 for each document which we, or any other person on our behalf, sends to the Customer at the Customer's request but which we do not have to supply by law, or documents which we are allowed by law to charge the Customer for;</p> <p>(d) our reasonable cost and expenses for service which we, or any other person on our behalf (on an indemnity basis), supplies to the Customer at the Customer's request in connection with this Agreement. We will notify the Customer of any variation of the aforementioned charges that we make from time to time.</p> <p>13.7 Notwithstanding termination or expiry of any hiring hereunder, any of the Customer's liabilities capable of surviving termination or expiry including the indemnity contained in Clause 10 shall survive.</p> <p>13.8 In this Agreement, words with capital initial letters refer to the description overleaf, and any reference to a clause or provision shall be a reference to a clause or provision of this Agreement, and any reference to the Agreement shall be a reference to this Agreement. "Equipment" means the items specified under that heading and every individual item or component, addition or accessory fitted to the Equipment and shall where applicable include any replacement Equipment provided by us. "Group Member" means any company in the United Trust Bank group of companies including our holding company and any body corporate which is a subsidiary of that company - "holding company" and "subsidiary" shall have the meanings given in section 1159 of the Companies Act 2006. The Customer must give us when asked such information as is required concerning the Equipment, its location and the use of it.</p> <p>13.9 References in this Agreement to any statutory provision shall mean such provision as amended or re-enacted from time to time.</p> <p>13.10 Headings are for convenience and do not affect the interpretation of this Agreement.</p> <p>13.11 In this Agreement the singular shall include the plural and vice versa where this is applicable.</p> <p>13.12 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.</p> <p>13.13 This Agreement shall be governed and construed in accordance with English law, and shall be subject to the non-exclusive jurisdiction of the English courts.</p> <p>13.14 Telephone calls may be recorded for security reasons and may be monitored under our quality control procedures.</p> <p>13.15 If the Customer is an eligible complainant and any dispute arising under this Agreement cannot be resolved under our own complaints procedure then the Customer will have the right to refer the matter to the Financial Ombudsman Service. Further details can be found at <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>.</p>
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