

Lease Agreement

Agreement number

THIS AGREEMENT is made between United Trust Bank Limited, One Ropemaker Street, London EC2Y 9AW ("we", "us" and/or "our" (as appropriate) which expressions shall include our successors in title and assigns) and you the Hirer named below. UTB agree to let and the Hirer agrees to take on hire the Equipment described below on terms set out in this Agreement. If you require this document in an alternative format please contact 020 7190 5555 or email afcustomerservices@utbank.co.uk

1. The Hirer

Limited company

Company registration number

Individual, Sole trader or Partnership – full name(s) and date(s) of birth (dd-mm-yy)

Trading as

Address

Postcode

Telephone

Email

Contact name

2. The Equipment

New/Used/Refurb

Make and model

Chassis/Serial number/OOS

Registration number

3. Rentals

An advance payment of £ plus VAT is due on signage

Followed by

Rentals of £

Plus VAT payable

Commencing on

A documentation fee of £ plus VAT is payable with the first rental*/on signing *delete as applicable

Hirer signature

The Hirer confirms that all the information the Hirer has provided is true and correct and that either the Hirer is a high net worth hirer or otherwise is making this Agreement in the course of the Hirer's business. The Hirer has selected the Equipment, and confirms and agrees, having read &

understood the terms above and overleaf, that the terms of Clause 6, the exclusion of liability, are reasonable. The Hirer acknowledges that we will be paying a third party to this transaction that facilitated the introduction, a commission for this introduction.

Minimum Period of Hire

The fixed period is - in months

Minimum Period of Hire

Rebate Value Percentage - %

Secondary Period of Hire

The hiring will continue into a Secondary Period automatically following the end of the Minimum Period of Hire unless the Hirer has given us notice to end the hiring in accordance with Clause 1.1 overleaf.

The Rentals will be £ plus VAT, payable annually in advance commencing on the first day of the Secondary Period.

The Hirer confirms that all the information the Hirer has provided is true and correct and that the Hirer is making this Agreement in the course of the Hirer's business. The Hirer has selected the Equipment, and confirms and agrees, having read and understood the terms above and overleaf, that the terms of Clause 6, the exclusion of liability, are reasonable.

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

I am/We are entering this Agreement wholly or predominantly for the purpose of a business carried on by me/us or intended to be carried on by me/us. I/We understand that I/we will not have the benefit of the protection and remedies that would be available to me/us under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this Agreement were a regulated

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

Data processing - personal information in application and agreements

The United Trust Bank Privacy Notice details how we will use your data and your rights under Data Protection Law. The Privacy Notice can be found at www.utbank.co.uk/privacy-notice/.

Please ensure that you have read and understood the Privacy Notice in full. We have summarised some of the key points of the Notice below: Legal Reasons for Processing – United Trust Bank will process your data using the following legal reasons under Data Protection Legislation:

- Performance of Contract – We will process your data in order to assess your application and administer your account if your application is successful
- Legal Obligations – United Trust Bank have various legal obligations which require us to process the data of loan applicants (for example, regulatory reporting and fraud prevention)

- Legitimate Interests – We will process data where we have a legitimate interest to do so and where this processing is necessary and will cause no detriment to you (for example, internal reporting)
- Consent – We will obtain your consent before we process Special Category Personal Data (e.g. health data)
- Data Retention – Your information will be held securely by United Trust Bank for six years after your relationship with the Bank has ended, unless we have a legal requirement to keep the data.
- Your Rights – You have the right to obtain a copy of your personal data, to ask for incorrect information to be corrected and to request that we consider your personal information for erasure. To exercise any of these rights, or the other rights listed in the full Privacy Notice, or if you have any questions in relation to the Privacy Notice please contact us on 020 7190 5555 or at hello@utbank.co.uk

Hirer signature

By signing this Agreement you confirm that you have read, understood and agree to the terms above and overleaf and that you have read and understood the declaration (as appropriate) ticked above. For and on behalf of the Hirer

Hirer's signature

Name

Position

Date

Hirer's signature

Name

Position

Date

UTB signature

Name

Position

Date

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

Please fill in the form and send to **United Trust Bank Limited** 1Ropemaker Street, London EC2Y 9AW



Name and full postal address of your Bank or Building Society

To the manager – Bank/building society

Address

Postcode

Name(s) of Account Holder(s)

Branch sort code

Bank/building society account number

Service user number

4	0	5	3	7	3
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Reference

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Instruction to your Bank or Building Society

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

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit instructions for some types of account.



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.

1. THE AGREEMENT
 - 1.1 We are letting and the Hirer is taking on hire the Equipment for the Minimum Period of Hire specified overleaf for use in the Hirer's business. The Agreement starts when we sign it. (The banking of any cheque sent by the Hirer 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 of the Equipment and continue, unless terminated early in accordance with the terms of this Agreement, for the Minimum Period of Hire and will automatically continue thereafter until either party terminates the hiring of the Equipment in accordance with clause 1.2.
 - 1.2 We or the Hirer may terminate the hiring of the Equipment under this Agreement at the end of the Minimum Period of Hire or at any time thereafter subject to providing the other party with at least 1 months' written notice of such termination.
 - 1.3 The Hirer authorises us to amend or insert the details of the date of delivery and the serial number, registration number or model of Equipment which are not known on the day the Hirer signs this Agreement or which change before this Agreement starts.
 - 1.4 After we have received the Agreement signed by the Hirer, we will send the Hirer 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 Hirer.
 - 1.5 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 Advance Payment shall be due and payable on the date this Agreement is signed by the Hirer. The Hirer must pay us the Documentation Fee on the date specified overleaf and must pay all the Rentals and other sums in full and on the due dates for payment. All amounts payable by the Hirer to us under this Agreement must be made without any deduction, withholding, set-off, counterclaim or appropriation. If the Hirer 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 Hirer hereunder against any sums whatsoever due from the Hirer 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 Hirer agrees that all payments (other than the Advance Payment) 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 Hirer from time to time. If the Hirer chooses after the date of this Agreement to pay Rentals other than by Direct Debit additional costs will be incurred by us and the Hirer will pay on demand an administration fee equal to £20 for each Rental not yet due. We may from time to time vary such charges and will notify the Hirer thereof.
 - 2.3 We have calculated the Rentals payable during the Minimum Period of Hire to give a particular rate of return. The calculation assumes (amongst other things) that:
 - (a) writing down allowances at the rate in force on the date the Hirer signs this Agreement will be obtained and retained by the owner of the Equipment on a reducing balance basis on the whole of the costs incurred until the Equipment is sold (such balance to include in the next following accounting period such costs (if any) not included in the accounting period in which the costs were incurred); and
 - (b) for each financial year of the Minimum Period of Hire the standard rate of corporation tax will be the rate prevailing on the date the Hirer signs this Agreement and that there is no change in the nature, method or application of relevant taxation or accounting as it applies to us or the Rentals; and
 - (c) on termination or expiry of the hiring of Equipment, a sum not less than the tax written down value for the Equipment will be received by way of net proceeds of sale. If any of these assumptions change or prove not to be correct we may vary the Rentals accordingly, or alternatively (if the last Rental has been paid or the hiring under this Agreement has come to an end) require the payment of such additional rental, to maintain our after tax rate of return as if such change had not occurred.
 - 2.4 Any calculation of our rate of return for the purposes of Clause 2.3 shall take into account all reasonable expenses (of whatever nature) incurred or to be incurred by us in calculating, administering or collecting any additional rental payable pursuant to Clause 2.3. We shall give 7 days' notice of any variation in the Rentals hereunder and such notice shall in the absence of manifest error be conclusive and binding on the Hirer.
 - 2.5 If the Hirer does not pay any Rental or other sum on the due date for payment, in addition to our other rights, the Hirer will pay interest from day to day on the unpaid amount at the rate of 6% above Bank of England Base Rate from time to time from the date the payment was due until the day we receive it and interest will continue both before and after judgement.
 - 2.6 The Hirer agrees that all payments under this Agreement shall be made to our bank account from a UK bank account held in the name of the Hirer. Any payments received from an alternative third party will not be accepted without prior permission from us and the Hirer will provide any information reasonably requested in conjunction with such a request.
3. DELIVERY AND CARE OF THE EQUIPMENT
 - 3.1 The Hirer shall arrange and be responsible for, at their own cost, the delivery, installation and commissioning of the Equipment and as between us and the Hirer the risk of loss or damage to the Equipment shall pass to the Hirer on the earlier of delivery of the Equipment to the Hirer and the time when risk passes from the supplier to us.
 - 3.2 The Hirer 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 Hirer and within 48 hours of delivery if the Equipment is defective or is unsuitable for the purpose for which it was acquired. If the Hirer gives no such notice the Hirer 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 Hirer must complete an acceptance certificate.
 - 3.3 The Hirer is responsible, at their 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 Hirer.
 - 3.4 The Hirer 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, 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 Hirer 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, 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 Hirer must not hold itself out as the owner of the Equipment or do anything that might jeopardise the owner's interest in the Equipment and must (except to comply with its maintenance obligations) keep the Equipment in its possession at all times. The Hirer must not assign, charge, pledge, sub-let or otherwise dispose of the Equipment or any part of it or their interest in this Agreement. If requested by us the Hirer 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 Hirer 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 our interest.
 - 4.2 The Hirer 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 Hirer will, at any time on request, notify us of the location of the Equipment. If requested by us the Hirer shall install such electronic tracking device to the Equipment as we may require. The Hirer will not use the Equipment outside the United Kingdom, for a period or periods exceeding an aggregate of 28 days in any year, without the prior written consent of us. The Equipment must not be affixed to any building or land.
5. INSURANCE
 - 5.1 The Hirer must at all times until the Equipment is returned to us keep it 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 Hirer must punctually pay the premiums in respect of such policy and do all things necessary to keep that policy valid and in force. The Hirer 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 Hirer 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 Hirer. If the Hirer receives any such insurance proceeds, the Hirer 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 for insurance purposes, we may terminate the hiring of the Equipment and the Hirer will 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 Hirer exceed the aggregate of the Termination Sum and any other sums payable by the Hirer an amount equal to the Rebate Value Percentage of the excess will be paid to the Hirer by way of rebate of Rental.
6. EQUIPMENT AND EXCLUSION OF LIABILITY
 - 6.1 The Equipment has been selected by the Hirer from a supplier of the Hirer's choice and the Hirer acknowledges that we are not an expert in the Equipment. Accordingly, it is agreed that this risk should be carried by the Hirer and we both agree as follows:
 - (a) the Hirer has entered into this Agreement and will use the Equipment for the purposes of the Hirer's business;
 - (b) the supplier is not our representative or agent, and has no authority to make any representation on our behalf (including, but not limited to the giving of any warranties regarding the condition and/or use of the Equipment)
 - (c) the Rentals which the Hirer will pay have been calculated by us on the assumption that we will not be liable for such condition and/or use;
 - (d) the Hirer must obtain any warranties relating to the Equipment that the Hirer requires direct from the supplier.

Hirer's Signature

- 6.2 The Hirer agrees that it is reasonable for us to limit our liability in respect of the condition and use of the Equipment as follows:
- we do not give any express warranties in relation to the Equipment and we will not be liable in respect of any implied terms or warranties regarding the description, quality, fitness for purpose, suitability or performance of the Equipment (save to the extent that we are unable in law to exclude such liability); and
 - the Hirer will keep us indemnified against any loss, charge or claim which arises directly or indirectly from the Hirer's use and/or possession of the Equipment (save for personal injury or death caused by our negligence).
- 6.3 If it transpires that the Hirer has (or, but for the operation of this clause 6 would have had) any claim against us in respect of the condition and/or use of the Equipment, then we may (at our discretion) arrange for the benefit of any similar claim that we may have against the supplier in respect of our purchase of the Equipment to be transferred to the Hirer, and such transfer will satisfy any claim that the Hirer may have against us.
- 6.4 The Hirer acknowledges and agrees:
- that the provisions of this clause 6 are reasonable, in that they are intended to put the Hirer back into the position that the Hirer would have been in had the Hirer purchased the Equipment directly from the supplier; and
 - that it is unreasonable to expect us to bear the risk of non-performance of Equipment that the Hirer sourced from the supplier of the Hirer's choice, simply because we finance the Hirer's use of the Equipment.
- 6.5 Notwithstanding the above, if and to the extent that any of the above provisions are ineffective to exclude our liability, it is agreed by the Hirer that:
- we will in no circumstances be liable for any loss of revenue, savings or profit nor for any loss or reduction in value of the Equipment, nor for consequential losses; and
 - in respect of any other loss, our liability will be limited to the lesser of the cost of repairing the Equipment, its diminution in value or the total of Rentals due under this Agreement.
7. **TERMINATION OF THE AGREEMENT**
- 7.1 All obligations of the Hirer 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:
- the Hirer 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 Hirer breaches any term of this Agreement or any other Agreement the Hirer may have with us or with a Group Member and if such breach is remediable the Hirer fails to remedy it within 7 days of written notice requiring its remedy;
 - (if the Hirer 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;
 - (if the Hirer is an individual) the Hirer dies or an application is made for an interim order to be made in relation to the Hirer or a petition is presented for a bankruptcy order against the Hirer or a trustee in bankruptcy or like officer is appointed over all or any of its assets;
 - (if the Hirer is a company) the Hirer 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;
 - the Hirer arranges or attempts to arrange a composition or scheme with their creditors or a meeting of creditors is called;
 - the Hirer ceases or threatens to cease to carry on trading or sells or disposes of a substantial part of their business or assets without our consent;
 - there is any change in the control (whether direct or indirect) of the Hirer, or the present holding company of the Hirer 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 Hirer;
 - the Hirer is unable to pay their debts as they fall due (as defined by Section 123 or 268 of the Insolvency Act 1986);
 - any credit sale or hire purchase or any other lease Agreement entered into by the Hirer with us or whomsoever, or the hiring thereunder becomes capable of being or is terminated other than by the Hirer under any contractual right so to do given to the Hirer under any such Agreement;
 - (in Scotland) the Hirer becomes a bankrupt or has his estate sequestrated or executes a trust deed, or a judicial factor is appointed to administer his estate;
 - any distress execution or other legal process is levied against any of the Hirer's assets or an encumbrancer takes possession of any of the Hirer's assets, or any security created by the Hirer becomes enforceable and the mortgagee or chargee takes steps to enforce the same;
- any guarantee in respect of the Hirer's obligations under this Agreement is not or ceases to be fully valid binding and enforceable;
 - any representation made or information provided by or on behalf of the Hirer 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 the opinion of us, is material.
 - any representation made or information provided by or on behalf of the Hirer 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.
 - it is discovered that the Hirer or any person with a controlling interest in the Hirer is, in our opinion, involved in, or has been involved in an activity that may affect our ability to meet our regulatory and /or legal obligations.
8. **WHAT HAPPENS ON TERMINATION**
- 8.1 On termination of the hiring for whatsoever reason, the Hirer shall no longer be in possession of the Equipment with our consent and Clause 11 shall apply, and upon termination pursuant to Clauses 5.3 or 7 the Hirer must immediately pay to us a termination sum ("Termination Sum") equal to the aggregate of:
- all Rentals and any other sums already due and payable under this Agreement, and accrued interest on them;
 - as liquidated damages the aggregate of all the Rentals that would have been paid by the Hirer if the Agreement had continued for the Minimum Period of Hire, 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%;
 - 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;
 - any amount required to maintain our rate of return in respect of the hiring of the Equipment.
- 8.2 If any of the events referred to in Clause 7 occurs prior to delivery of the Equipment, then the Hirer 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. 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.
9. **DISPOSAL OF THE EQUIPMENT**
- 9.1 If the Hirer is not, on expiry of the hiring of the Equipment, in default of any of their obligations then, on expiry of the hiring, we will appoint the Hirer as our sales agent for the Equipment on the following terms:-
- the Equipment shall be sold at not less than the open market value to a person who is not a Connected Person for a price first approved by us in writing;
 - title shall pass on full payment of the purchase price to us;
 - the Equipment must be sold for business use without the benefit of any warranty, representation or condition on our part (save that we can pass good title thereto);
 - the Hirer must indemnify us against all losses, damage, costs, claims and expenses arising out of the sale (including legal fees) on a full indemnity basis in connection with any proceedings against us brought by any purchaser;
 - on receipt of the proceeds of sale, we shall pay to the Hirer a sum equal to the Rebate Value Percentage of the proceeds (net of VAT) to the Hirer as a rebate of Rentals subject to the amount of such sum not exceeding the total Rentals paid; and
 - if the Equipment is not sold within three months we reserve the right to terminate this agency and the Hirer will no longer be in possession of the Equipment with the consent of us and Clause 11 shall apply.
10. **INDEMNITY AND WAIVER**
- 10.1 The Hirer will be solely responsible for and agrees to indemnify, on demand, us, our servants, agents and contractors on a full indemnity basis at all times from and against:-
- loss, theft, destruction of or damage to the Equipment from whatever cause arising; and
 - 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.
- 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 Hirer this will not prejudice or reduce our rights and if we do waive any breach by the Hirer this will not operate as a waiver of a later or a continuing breach.
11. **INSPECTION AND RECOVERY**
- 11.1 The Hirer irrevocably licenses us and our agents to enter their 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 or giving the Hirer an opportunity to redeliver the Equipment for the purpose of retaking the Equipment, if an event mentioned in Clause 7 hereof occurs.

Hirer's Signature

- 11.2 Upon expiry or termination of the hiring of the Equipment at any time, then, unless we appoint the Hirer as our sales agent or if we appoint the Hirer as our sales agent but such agency terminates pursuant to Clause 9(f), then the Hirer must at their 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 Hirer's liabilities to us and from any balance thereof we shall remit to the Hirer by way of rebate of rental a sum equal to the Rebate Value Percentage of such balance.
12. DATA PROTECTION
- 12.1 The Hirer 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 www.utbank.co.uk/privacy-policy or by contacting our Data Protection Officer on 0207 190 5555. Where the Hirer provides personal information to us which is not its own it is particularly important to note this requirement.
- 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.
- 12.3 We may monitor and/or record phone calls to ensure that we have carried out the Hirer'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.
- 12.4 We will provide personal information to one or more credit reference agencies ("CRAs") which is about the Hirer 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 Hirer and those other individuals and we use this to: assess creditworthiness and whether the Hirer 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. The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found www.utbank.co.uk/privacy-notice/
- 12.5 We will inform the CRAs about settled accounts. If the Hirer 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 Hirer's credit file that may be seen by other lenders. If the Hirer is making a joint application, or if the Hirer tells us that they have a spouse or financial associate, we and the CRAs will link those records together, so the Hirer 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 Hirer's credit profile unless a County Court Judgement is obtained against the Hirer for non-payment/breach of contract. More detail is within the Credit Reference Agencies Information Document (CRAIN). Transunion www.transunion.co.uk/crain, Equifax www.equifax.co.uk/crain Experian www.experian.co.uk/crain or contact us on 0207 190 5555 for a paper copy. The Hirer 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 Hirer may need to pay to each agency applied to. Please refer to our Privacy Notice.
- 12.6 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.
13. MISCELLANEOUS
- 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 Hirer and the Hirer may not do that.
- 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 Hirer from time to time, be entitled to consolidate all of the Hirer's liabilities owed to us or any Group Member. When calculating any amount due to us by the Hirer we may (but shall not be obliged to) at any time without prior notice, be entitled to set-off or apply:
- any sums paid to us by the Hirer;
 - the net proceeds realised on the sale of the Equipment (or any other equipment which is the subject of a Relevant Agreement); and/or
 - any damages and/or sums awarded to us following judgment arising from any Relevant Agreement;
- against any sum due by the Hirer to us and/or any Group Member
- 13.3 The Hirer must not claim any capital allowances on the Equipment at any time and the Hirer must give us when asked such information as is required concerning the Equipment, its location and the use of it.
- 13.4 If the Hirer is two or more persons, each is separately liable and all are jointly liable under this Agreement.
- 13.5 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 Hirer has provided an e mail address above then any such notice may be served by sending to that e mail address or any subsequent address notified by the Hirer to us. Notice shall be affected at the time of sending if sent by e mail transmission, 48 hours after posting if sent by first class post and at the time of delivery if delivered by hand.
- 13.6 This Agreement is governed by English Law and shall be subject to the non-exclusive jurisdiction of the English courts.
- 13.7 This Agreement contains all the terms and conditions of the hiring of the Equipment and save for any variation made by us under Clause 13.9 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.
- 13.8 In this Agreement the singular shall include the plural where this is applicable.
- 13.9 All payments due to us under this Agreement are calculated without regard to value added tax and the Hirer shall, in addition to and at the time of payment of, the sums under this Agreement, pay any value added tax payable thereon at the then current rate.
- 13.10 The Hirer will pay on demand our charges for:-
- cheques or Direct Debit payments which are received or claimed by us and which are subsequently unpaid, returned or recalled and for late payment £20 arrears administration fee;
 - all other expenses (including cost of letters, tracing fees and legal costs) that we incur if the Hirer breaks this Agreement or if we have to enforce it against the Hirer. Details of our current charges are available on request. We may vary our charges shown above and the rate or basis of interest specified in Clause 2.5 in our entire discretion and will give you notice of any such variation made from time to time.
- 13.11 Notwithstanding termination or expiry of any hiring hereunder, any of the Hirer's liabilities capable of surviving termination or expiry including the indemnity contained in Clause 10 shall survive.
- 13.12 Any consent given by us will be conditional on no breach of this Agreement occurring while the consent is in force. If a breach occurs we may withdraw the consent.
- 13.13 Headings are for convenience and do not affect the interpretation of this Agreement.
- 13.14 In this Agreement, words with capital initial letters refer to the description overleaf or have the meaning set out below. "Equipment" means the items specified under that heading and every individual item or component, addition or accessory fitted to the Equipment during the hiring and shall where applicable include any replacement Equipment provided by us. "Group Member" means any company in the United Trust Bank Limited 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. "Connected Person" means any person connected with the Hirer as defined by Section 839 of the Income and Corporation Taxes Act 1988.
- 13.15 References to clauses are reference to clauses of this Agreement.
- 13.16 References in this Agreement to any statutory provision shall mean such provision as amended or re-enacted from time to time.
- 13.17 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 13.18 Telephone calls may be recorded for security reasons and may be monitored under our quality control procedures.
- 13.19 If the Hirer is an eligible complainant and any dispute arising under this Agreement cannot be resolved under our own complaints procedure then the Hirer will have the right to refer the matter to the Financial Ombudsman Service. Further details can be found at www.financial-ombudsman.org.uk.
- 13.20 The Hirer agrees that all payments under this Agreement shall be made to our bank account from a UK bank account held in the name of the Hirer. Any payments received from an alternative third party will not be accepted without prior permission from us and the Hirer will provide any information reasonably requested in conjunction with such a request.
- 13.21 You are responsible for the repayment of your facility - The RLS guarantee is provided to your lender and not to you. You remain responsible for paying all amounts under the whole of this facility at all times.
- Hirer's Signature