



HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

MINIMUM PERIOD LEASE RENTAL

Shire Leasing Plc is Authorised and Regulated by the Financial Conduct Authority for certain types of consumer credit lending and credit related activities that are regulated under the Consumer Credit Act 1974 and by the Financial Services and Markets Act 2000.

SHIRE LEASING PLC

TEL : 01827 68939

Pre-contract Information

Hire Agreement regulated by the Consumer Credit Act 1974

Owner's Full Business Name	Shire Leasing Plc, 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF		
Hirer's Name			
Address			Postcode:
Email address			

KEY FINANCIAL INFORMATION

Description of the Equipment (Including software)	New		
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Duration of Minimum Rental period (months in words) ("the Minimum Period")

You will pay Rental Payments on a Monthly/Quarterly/Six Monthly/Annual basis, as shown below, the first falling due on the date we accept this Agreement, with subsequent payments due on the same date in each Month/Quarter/Six Monthly/Annual period.

First Rental Payment
(plus the document fee detailed below)

excl. VAT which equals

incl. VAT

followed by

subsequent Rental Payments

excl. VAT which equals

incl. VAT

If the due date falls on a non-Business Day the instalment will be taken on the next Business Day

The Rental Payments may change if the rate of VAT, corporation tax or capital allowances changes. Please refer to clause 2.5.

If you terminate this Agreement early you will need to pay us immediately:

- (a) all arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 2 of the Terms and Conditions;
- (b) as agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less a discount of 2% per annum for early receipt; and
- (c) any other sums which are or become due to us.

A Maintenance Payment of

£0.00 incl. VAT

is payable to the Supplier on the same date and at the same frequency as each Rental Payment payable under this Agreement. If a Maintenance Payment is shown above, please refer to clause 3.

The Maintenance Payments may change in accordance with the provisions of your maintenance agreement with the Supplier. Please refer to clauses 2 and 3 of the Terms and Conditions.

You will also be responsible for settling all maintenance amounts due to the Supplier.

KEY INFORMATION

- 1 The following charges are payable under the agreement:
 - (a) A documentation fee of £145 plus VAT (£174 inc VAT) is payable with the First Rental Payment (see clause 2.1).
 - (b) An Annual Service Fee of £35 plus VAT (£42 inc VAT) is payable on each anniversary of this Agreement (see clause 2.1).
 - (c) A fee of £25 is payable each time a payment is made other than by direct debit in accordance with clause 2.6.
 - (d) You may also be charged for other reasonable fees and charges which we may incur in connection with the administration of the Agreement in accordance with clause 11.12.
- 2 If we ask you to show us evidence of the insurance policy and you do not do so by the date specified, we may, if we choose, apply a monthly charge (see clause 6.3 of the Terms and Conditions).
- 3 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% fixed above Finance House Base Rate (Default Rate) from its due date to the date of payment such interest to accrue daily after as well as before any judgment. In respect of interest payable on any overdue default sums, we are not allowed to charge interest at the default rate until the 29th day after you have received the notice of default sums from us. Such interest will then be charged at the Default Rate until the actual date of the payment (before as well as after judgment).
- 4 If you fail to pay any Rental Payment or other sum under this Agreement when due or we enforce this Agreement, you shall pay to us any reasonable costs incurred by us in enforcing and servicing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable) including any costs to repair the Equipment to the condition required by this Agreement and all legal costs on a full indemnity basis.
- 5 If this Agreement terminates in accordance with clause 9 following your breach of the Agreement, you will pay us:
 - (a) all arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon;
 - (b) as agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less a discount of 2% per annum for early receipt; and
 - (c) any other sums which are or become due to us.
- 6 If this Agreement terminates in accordance with clause 9 following your breach of the Agreement and maintenance is included, you will be responsible for settling all maintenance amounts due to the Supplier.
- 7 If the Equipment is returned to us after we terminate this Agreement under clause 9 we shall give credit to you in any such sum as the proceeds of sale (excluding VAT) of the Equipment less the amount of any costs and/or expenses incurred by us in recovering and/or selling the Equipment.
- 8 If the Equipment is not returned to us upon termination of the Agreement you shall pay to us, by way of compensation, monthly payments at an amount which is the same as the monthly Rental Payments (or monthly equivalent if your Rental Payments are not payable on a monthly basis) payable under the Agreement before termination, until the Equipment is returned.
- 9 If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in clause 10 of the Terms and Conditions.
- 10 You shall indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring under this Agreement.

This Agreement is not cancellable.

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, the owner 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.

**Hire Agreement regulated by the Consumer Credit Act 1974**

Owner's Full Business Name Shire Leasing Plc, 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF

Hirer's Name

Address

Postcode:

Email address

KEY FINANCIAL INFORMATION

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(Including software)

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KEY INFORMATION

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 - You may also be charged for other reasonable fees and charges which we may incur in connection with the administration of the Agreement in accordance with clause 11.12.
- 2 If we ask you to show us evidence of the insurance policy and you do not do so by the date specified, we may, if we choose, apply a monthly charge (see clause 6.3 of the Terms and Conditions).
- 3 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% fixed above Finance House Base Rate (Default Rate) from its due date to the date of payment such interest to accrue daily after as well as before any judgment. In respect of interest payable on any overdue default sums, we are not allowed to charge interest at the default rate until the 29th day after you have received the notice of default sums from us. Such interest will then be charged at the Default Rate until the actual date of the payment (before as well as after judgment).
- 4 If you fail to pay any Rental Payment or other sum under this Agreement when due or we enforce this Agreement, you shall pay to us any reasonable costs incurred by us in enforcing and servicing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable) including any costs to repair the Equipment to the condition required by this Agreement and all legal costs on a full indemnity basis.

5 If this Agreement terminates in accordance with clause 9 following your breach of the Agreement, you will pay us:

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 - as agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less a discount of 2% per annum for early receipt; and
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- 7 If the Equipment is returned to us after we terminate this Agreement under clause 9 we shall give credit to you in any such sum as the proceeds of sale (excluding VAT) of the Equipment less the amount of any costs and/or expenses incurred by us in recovering and/or selling the Equipment.
- 8 If the Equipment is not returned to us upon termination of the Agreement you shall pay to us, by way of compensation, monthly payments at an amount which is the same as the monthly Rental Payments (or monthly equivalent if your Rental Payments are not payable on a monthly basis) payable under the Agreement before termination, until the Equipment is returned.
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- 10 You shall indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring under this Agreement.

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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.

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

Signature(s)
of Hirer(s)

Date(s) of signature(s)

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

(Please print)

Name of Signatory _____

Position _____

You should be a Director, Company Secretary, Partner or Sole
Trader or otherwise authorised signatory.

Important information for certain business customers

If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely
bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the
total payments you must make under this Agreement are more than £25,000
including VAT and you are entering into the agreement wholly or
predominantly for a business purpose, then this Agreement is not regulated
under the Financial Services and Markets Act 2000 by the Financial Conduct
Authority nor by the Consumer Credit Act 1974 and any statement in this
Agreement about the Consumer Credit Act and its consequences do not
apply to you.

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 purposes of a business carried on by me/us or intended to be carried on by me/us.
I/We* understand that I/We* will not have the benefit of the protection and remedies that would be available to me/us* under the 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 doubts 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. * Delete as appropriate

HIRER'S ACKNOWLEDGEMENT

("I/we" means the Hirer and "You" means the Owner under this Agreement)

By signing this Agreement I/We acknowledge that:- • I/we have received a copy of the Pre-Contract information; • I/we have read the terms of this Agreement,
which has been fully completed with all information shown being accurate; • I/we have been provided with a copy of the "Use of Information" document and
agree to its terms; • This Agreement is for Equipment only and does not cover any services or software unless specified in this Agreement. The Equipment is
intended for business use only. Any software which forms part of the Equipment is not licensed by you to me/us; • The Supplier is the Supplier of the
Equipment and you are providing finance to me/us in respect of the Equipment. No partnership or agency exists between the Supplier and you and the Supplier
is not authorised to make any statement on your behalf; • I/we have not paid any payment or fee to the Supplier or any other party in connection with the
entering into by me/us of this Agreement; and • You may pay to any broker or introducer or other third party a commission, being any payment, fee or other
remuneration, in relation to this Agreement.

Hirer's Information

Telephone Number _____ Contact Name _____ Nature of Business _____

Co Reg number _____ Vat Number _____ Charity No _____ Established _____ yrs

Equipment Location _____

Home address (if sole trader/partnership) _____

Postcode _____

I/We agree that you can send documentation to the following email address in a PDF format in accordance with clause
11.6 [Insert email address]

Supplier's Information

Name _____ Salesperson _____

Address _____ Postcode _____

Telephone Number _____ Email _____

Important - Use of your information - You have a legal right to know how we will use your personal information. It is important that
you read the "Use Of Your Information" notice.

Signed and accepted by the Owner Shire Leasing Plc Signature _____ Date of this Agreement _____

Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form and send it to:

Name and full postal address of your Bank or Building Society branch

Name(s) of account holder(s)

Bank or Building Society account number

Branch sort code

Service user number

Reference number

Instruction to your Bank or Building Society

Please pay

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
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.

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. Minimum Period

We Shire Leasing Plc agree to hire the Equipment described on the first page of this Agreement (the Equipment) to you for the Minimum Period and thereafter subject to our right of termination set out in clause 9 below and your right to terminate the Agreement after expiry of the Minimum Period as set out in clause 2.2 below.

2. Rental Payments

2.1 On the date of this Agreement you must pay us the First Rental Payment together with a documentation fee of one hundred and forty five pounds plus VAT (one hundred and seventy four pounds inc VAT) and thereafter you must make each subsequent Rental Payment on the same day of the month at the intervals stated on the first page of this Agreement. On each anniversary of this Agreement you will pay an Annual Service Fee of thirty five pounds plus VAT (forty two pounds inc VAT). You must make all payments due under this Agreement without making any set-off, deduction, retention, counterclaim or adjustment for any reason including, but not limited to any claim against the supplier, manufacturer or licensor of the Equipment. It is an essential condition of this Agreement that we receive all payments on their due dates without previous demand.

2.2 At the end of the Minimum Period this Agreement will automatically run on.

- If you want it to stop at the end of the Minimum Period you must notify us in writing at least a month before the end. If you do, you will no longer be able to keep the Equipment and you must pay us all sums referred to in 10, excluding 10.2.
- If the Agreement does run on after the end of the Minimum Period then either we or you can end it by notifying the other in writing at least a month beforehand. The hire will then terminate on the last day of the notice period. If you do not terminate the hire at the end of the Minimum Period, payments will continue at the same amount and frequency and will continue until notice is received.

2.3 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% above Finance House Base Rate (Default Rate) from its due date to the date of payment such interest to accrue daily after as well as before any judgment. If you fail to pay any Rental Payment or other sum under this Agreement when due or we enforce this Agreement, you shall also pay to us any reasonable costs incurred by us in enforcing and servicing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), and all legal costs on a full indemnity basis. On your default, you shall also be liable to pay us any cost or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), and all legal costs on a full indemnity basis. In respect of interest payable on any overdue default sums, we are not allowed to charge interest at the default rate until the 29th day after you have received the notice of default sums from us. Such interest will then be charged at the Default Rate until the actual date of the payment (before as well as after judgment).

2.4 There shall not be any rebate or deferral of any payment during any period in which the Equipment is not in your possession or is unserviceable or for any other reason is not in your use.

2.5 We have calculated the Rental Payments:

- (i) by taking into account the rate of Corporation Tax applicable on the date the Agreement was accepted by us and/or the actual owner of the equipment. If this rate changes we may increase the amount of each future Rental Payment by up to 2% for each 1% increase in the rate; and
- (ii) by assuming that writing down allowances will be made to us (but not disallowed or withdrawn) on all of our expenditure on the purchase of the Equipment on the basis of the rate in force on the Agreement Date. If this assumption is not realised we may vary the Rental Payment payable after such event shall have occurred to ensure that our intended after tax return from this Agreement is maintained.
- (iii) VAT shall be payable on all sums payable by you at the rate prevailing on the due date of the payment concerned.

We will notify you of any variation or increase to the Rental Payment or Maintenance Payment which will then be payable. For the purposes of this clause references to us, we or our should be deemed to be references to the actual owner of the Equipment.

2.6 If you begin paying by direct debit but subsequently change from this payment method we will charge an additional fee of £25 each time a payment is made other than by direct debit or such fee as is notified to you to cover our increases in administration costs.

3. Maintenance

If you have indicated on the first page of this Agreement that you wish us to collect the Maintenance Payment then this clause applies;

- 3.1 We will assume the Supplier will enter into a Maintenance Agreement (on terms agreed between you and the Supplier) for the Equipment for the period of this Agreement. The Supplier will then provide the service without further cost to you (depending on the terms of the Maintenance Agreement);
- 3.2 If it is indicated on the first page of this Agreement that we will collect Maintenance Payments, you agree to forward the Maintenance Payments to us on the relevant due date so that we can forward them to the Supplier on your behalf. Further, without limitation to any other term of this Agreement, we may at any time, and from time to time after the first year of this Agreement, increase the Maintenance Payments collected from you in accordance with the terms of the Maintenance Agreement.
- 3.3 If the Supplier stops being able to provide Maintenance service we may cease collecting the Maintenance Payments unless we agree with you an alternative supplier of maintenance. In any event we will not be liable if the Supplier breaks any part of the Maintenance Agreement;
- 3.4 This will not affect your obligations under this Agreement and we will apply any monies received from you first in satisfaction of your obligations to us under this Agreement.
- 3.5 For the avoidance of doubt you acknowledge that neither this Agreement nor the hiring of the Equipment will be affected by the termination or suspension or other cessation of any maintenance or other services from the Supplier or any other person. You acknowledge that we are not responsible for the provision of maintenance or other services, and no failure to provide such maintenance or services by the Supplier or any other person will affect your obligation to pay the payments due under this Agreement in accordance with clause 2.1.

4. Supplier

4.1 The Supplier is the supplier of the Equipment and we are providing finance to you in respect of the Equipment. You acknowledge and agree that no partnership or agency exists between the Supplier and us and that the Supplier is not authorised to make any statement on our behalf, or vary the terms of this Agreement. You represent and warrant that you have obtained from the Supplier all representations, warranties and guarantees you require in relation to the Equipment (save as to title) including but not limited to its quality, fitness for purpose and description.

4.2 If, at any time, the Equipment is replaced or substituted by the Supplier or any other person, for any reason, any replacement Equipment shall become our property and shall be deemed to be the Equipment for the purposes of this Agreement. You shall do anything necessary to ensure that any replacement Equipment becomes our property.

5. Exclusions of Liabilities

5.1 You are responsible for obtaining any guarantees, conditions and warranties in respect of the Equipment or any software. However, if we have the benefit of the same and they may be assigned to you, we shall try to assign to you the benefit of any guarantees, conditions and warranties given by the manufacturer or Supplier of the Equipment or software to us at your request and at your cost and on our terms.

5.2 We accept liability for death or physical injury to persons caused by our negligence or the negligence of our servants or other persons for whose negligence we are liable in law.

5.3 You are responsible for choosing the Equipment and making sure that it is fit and suitable for your purpose. We are not a dealer or expert in the Equipment and give no advice or assurances about the Equipment or its quality, suitability or description.

5.4 Any liability we may otherwise incur and any right you may otherwise possess in respect of any guarantees, terms and conditions, warranties or representations relating to the Equipment (including its condition, description, suitability, performance, quality or fitness for any general or particular purpose for which it is or may be required), whether expressed or implied by statute or otherwise and whether arising under this Agreement or any prior agreement or in any oral or written statements made on behalf of any person in the course of negotiation in which we may have been concerned prior to this Agreement are hereby in so far as the same is possible in law excluded.

5.5 We shall not be liable for any claim arising out of state of or condition or quality of the Equipment or any consequential damages including loss of earnings or profits suffered by you if the Equipment is or becomes unusable.

5.6 You will if we so request furnish us such statement of your acceptance of the Equipment as we may require.

6. Risk and Insurance

6.1 All risks in respect of the Equipment shall at all times rest with you until possession of the Equipment is retaken by us and until such time we request that you keep the Equipment insured on an all risks basis (or fully comprehensive basis in respect of vehicles) with no unusual excess and no exclusions for its full replacement value and insure against third party liability under a fully comprehensive policy with an insurer regulated by the Financial Conduct Authority. We request that you arrange to note our interest on any policy of insurance as the Owner of the Equipment and payee of any insurance proceeds. All monies payable under such policy shall be payable to us or to our order and any insurance monies received by you shall be held by you on trust for us and you shall if required assign to us all your insurance rights.

6.2 If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in clause 10.

6.3 If we ask you to show us evidence of the insurance policy and you do not do so by the date specified we may, if we choose, take steps to protect our interests, including arranging insurance for our own benefit. If we do this, we will make a monthly charge and we will notify you of the amount of this charge at the time. We will collect any such charge with the Rental Payments. You must notify us as soon as possible of any damage to or loss of the Equipment and if applicable provide our insurer with a true, complete and accurate statement of loss and any other information that our insurer reasonably requires in support of our claim. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.

7. Your Other Obligations

You shall:

- 7.1 Be responsible for arranging in conjunction with the Supplier the delivery, installation and commissioning of the Equipment.
- 7.2 Use the Equipment in a skilful and proper manner and in accordance with any operating instructions issued for it and any statutory requirements and ensure that the Equipment is operated and used by properly skilled and trained personnel.
- 7.3 Be responsible for loss of or damages to the Equipment howsoever the same may occur.
- 7.4 Keep the Equipment at your own expense and at all times in good repair, condition and working order, properly serviced and maintained and keep records of the same.
- 7.5 Agree that it is not our responsibility to make any alterations to the Equipment (or bear the cost of any such alterations) which may become necessary or compulsory as a result of any change in coinage or the introduction of a European currency. Accordingly, you will, at your expense, procure that any necessary alterations are carried out.
- 7.6 Not alter, improve or add anything to the Equipment without our written permission. If you do improve or add anything to the Equipment, then unless the Equipment can be reinstated to its original condition with no detrimental effect on its value, such improvements and/or additions will automatically become our property at no cost to us.
- 7.7 Allow us access to inspect the Equipment with reasonable notice.
- 7.8 If so required allow us to indicate on the Equipment our ownership thereof by whatever means we deem appropriate.
- 7.9 Keep the Equipment in your sole possession at the location specified in this Agreement and not sell, assign, mortgage, charge or sub-let the Equipment nor without our consent remove or permit the removal of the Equipment from the United Kingdom.

Page	3 of 6	Initials		Date	
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- 7.10 Keep the Equipment free of all liens and pay all taxes and impositions in respect of the Equipment its hiring hereunder and its location excepting only any taxes on or assessed by reference to our profits and any Value Added Tax which we are able to reclaim from HM Revenue and Customs.
- 7.11 Not do or permit or cause to be done any matter or thing whereby our rights in respect of the Equipment are or may be prejudiced.
- 7.12 Return the Equipment at your own expense to us on the expiry or termination of this Agreement in good repair and working order and in a condition consistent with the performance of your obligations hereunder (fair wear and tear excepted) and at such place in the United Kingdom as we shall require. If you fail to return the Equipment to us within 7 days of the expiry or termination of this Agreement, you shall grant us or our agents access to any premises where the Equipment may be for the purpose of removing the Equipment, and you shall reimburse us any costs we incur in doing so.
- 7.13 If the Equipment is returned to us other than in the condition required in clause 7.12, we may elect you to put the Equipment in the required condition and you shall reimburse us on demand for any costs and expenses incurred by us a result.
- 7.14 Indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring hereunder.
- 8. Software**
If software is included as part of the hiring under the Agreement:-
- 8.1 It is your responsibility to ensure that you remain properly licensed to use the software.
- 8.2 You will observe the terms and conditions of the licence.
- 8.3 You are responsible for ensuring that the software meets your specifications and is suitable for your purpose.
- 8.4 You will provide us with a copy of the software licence if we ask for it.
- 8.5 It is not a condition of this Agreement that software maintenance and support is provided and, therefore, Rentals will continue to be payable even if the supplier fails to provide such maintenance and support.
- 9. Termination**
If you repudiate or are deemed to repudiate this Agreement by breach of any of your obligations hereunder you shall no longer be in possession of the Equipment with our consent and we may terminate the hiring and take back the Equipment and you will be liable to pay us the sums due under clause 10 and without prejudice to the generality of the foregoing it is agreed that any of the following events will constitute a repudiatory breach of this Agreement:-
- 9.1 If you fail to pay any payment or other sum payable hereunder within three days of it becoming due and fail to remedy the same within the time period required by any legal notice that we are required to serve on you requiring the breach to be remedied.
- 9.2 If you commit or cause or permit a breach of any other Term or Condition of this Agreement and fail to remedy the same within the time period required by any legal notice that we are required to serve on you requiring the breach to be remedied.
- 9.3 If any of your creditors becomes entitled to present a bankruptcy petition against you.
- 9.4 If you enter or attempt to enter into a composition with creditors or (where you are a limited company) a petition is presented or any steps are taken for the appointment of an administrator or if a receiver is appointed in respect of your assets or any part thereof or a meeting whether formal or informal is called for the creditors or if you enter into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved in writing by us.
- 9.5 If any distress or execution is levied against assets under your control.
- 9.6 (In Scotland and in addition to the events specified above). If you become apparently insolvent or suffer sequestration to be awarded of your estate or effects or if a receiver or judicial factor or trustee is appointed for any portion of your estate or effects you suffer any arrestment charge poinding or other diligence to be issued or levied upon you or your estate or effects or if there is exercise or threatened exercise of any landlord's hypothec.
- 9.7 If there are any events in other jurisdictions similar or analogous with any of the above.
- 9.8 If you are unable to pay your debts as they fall due.
- 9.9 If you, being a partnership, are dissolved.
- 9.10 If you are subject to a material adverse change or a change of control.
- 9.11 If you default under any other agreement.
- 9.12 If you have given us information which is inaccurate or untrue in connection with this Agreement or any other agreement between you and us.
- 9.13 You may end this Agreement early by giving us one month's notice. If you do, you will no longer be able to keep the Equipment and you must pay us all sums referred to in clause 10, excluding clause 10.2.
- 10. Consequences of Termination**
- 10.1 Upon any such termination as aforesaid you shall immediately pay to us as a debt:-
- a All arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 2 above; and
- b As agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less discount of 2% per annum for early receipt;
- c Any other sums which are or become due to us, including but not limited to any sums payable under clause 7.13 to repair the Equipment to the condition required by this Agreement.
- d If the Equipment is not returned to us, by way of compensation, monthly payments at an amount which is the same as the monthly Rental Payments (or monthly equivalent if your Rental Payments are not payable on a monthly basis) payable under the Agreement before termination, until the Equipment is returned. Such payment will be payable by you in advance commencing two weeks from the date of termination.
- 10.2 If the Equipment is returned to us after we terminate this Agreement under clause 9 above we shall give credit to you in such sum as the proceeds of sale (excluding VAT) of the Equipment less the amount of any costs and/or expenses incurred by us in recovering and/or selling the Equipment.
- 10.3 If maintenance is included you will also be responsible for settling all maintenance amounts due to the Supplier.
- 11. Miscellaneous**
- 11.1 Without imposing any obligation upon us to do so we may upon or at any time after termination of this agreement retake possession of the Equipment and for such purpose enter upon any premises belonging to you or in your occupation or control and you shall be responsible for all costs charges and expenses so incurred.
- 11.2 You shall be liable to us for all legal and other costs (on a full indemnity basis) incurred by us in enforcing any provision of this Agreement or recovering any sum due thereunder.
- 11.3 Any forbearance of indulgence granted by us to you shall not constitute a waiver of any right or remedy which we would otherwise have had against you.
- 11.4 Notwithstanding the termination of this Agreement our rights in relation to the Equipment and any payments due thereunder shall continue to be regulated by this Agreement.
- 11.5 You may not assign, mortgage, charge or sublet this Agreement. We reserve the right to transfer, assign or to charge the benefit of this Agreement to any person at any time in our absolute discretion.
- 11.6 Any document or notice we give you under or in connection with this Agreement will be validly given if sent either by first class post to your usual or last known place of business, or by email to the email address specified in this Agreement or such other email address as you may notify to us from time to time. Such document or notice shall be deemed to have been received by you forty-eight hours after posting if sent by post or, if sent by email, on the working day following the day on which the email was sent.
- 11.7 This Agreement may be signed by you and by us by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.
- 11.8 This Agreement shall be governed by English law and you hereby submit to the jurisdiction of the English court.
- 11.9 This Agreement incorporates all Terms and Conditions agreed between us and can only be varied by a document signed by both of us.
- 11.10 By signing this Agreement you agree that the Contracts (Rights of Third Parties) Act 1999, will not apply.
- 11.11 If your business consists of more than one person you will each be liable jointly and severally for the full extent of your commitments made under this agreement.
- 11.12 We may charge you for other reasonable fees and charges which we may incur in connection with the administration of this Agreement from time to time, including an administration charge if you request we novate the Agreement and we agree to this request.
- 11.13 To help us improve our service, to assist us in training, to evidence communications between us and in the interests of security, we may monitor and/or record your telephone calls with us.
- 11.14 If the date for payment of any sum under this Agreement is not a day when banks in London are open for normal business (a "Business Day"), the payment will be taken on the next Business Day. If there is no corresponding date in the month, the payment will be taken on the last Business Day before that date.
- 12. Unregulated Agreement**
If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership with four or more partners; or (iv) if the total payments due under this Agreement be greater than £25,000 (inc. VAT), and you are entering into the Agreement wholly or predominantly for a business purpose, then this Agreement is not regulated under the Financial Services and Markets Act 2000 by the Financial Conduct Authority nor by the Consumer Credit Act. Any statement in this Agreement or any copy of this Agreement or in any notice we serve concerning the Consumer Credit Act 1974 will not apply to you (unless you are entering into this Agreement for business purposes in which case you should consider the statutory references found in the Declaration for exemption relating to business).
- 13. Complaints Procedure**
If you have a complaint and we cannot resolve this, then if you are eligible you can refer your complaint to the Financial Ombudsman Service who provide an impartial and free service to help you. Their contact details are shown below:-
By post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
By phone: 0800 023 4567
By email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

CHECKLIST FOR CUSTOMERS

We recommend that customers taking out business finance agreements follow these steps:

1. Read your business finance agreement carefully before signing it. Never sign a business finance agreement which is not fully complete. Retain copies of all documentation.
2. Ensure that the final contract:
 - a) corresponds with any verbal or written quotation on the rental amount and period of hire;
 - b) accurately reflects what you are agreeing to pay for, including any maintenance or services included in the repayments;
 - c) accurately describes the equipment you are expecting to receive (e.g. whether it is new or used) and that its working life is appropriate to the length of the finance agreement.
3. Make it clear who has the authority within your own organisation to sign the agreement.
4. Make sure you understand and agree with all terms and conditions of the business finance agreement and, if you are unsure, ask for these to be explained or seek advice.
5. Make sure you understand all the costs involved and whether these will change during the course of the business finance agreement.
6. Check that the supplier of the equipment is reputable.
7. Understand whether there are any notice period or settlement terms required to terminate the agreement.
8. If the name of the leasing company contracting with you is not shown on the agreement ensure that you are informed at the earliest possible time.
9. Check whether the funder is a member of the FLA, as all asset finance members adhere to the FLA Business Finance Code.
10. If any amendments are made to the business finance agreement or a further agreement is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
11. If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.



Shire Leasing Plc is a member of the Finance and Leasing Association

CONFIRMATION OF DELIVERY

To: 'The Owner' (Shire Leasing PLC) or its assignees

Re: Agreement entered into between The Owner ('You') and the Hirer ('We/Us')

[Hirer's name] _____

for the supply of _____

the full specification of which is described and set out in the Hire Agreement signed by us on [date] _____ ("Agreement").

The Equipment is located at _____

We refer to the Agreement. Words defined in this Confirmation of Delivery have the meaning given to them in the Agreement, unless otherwise defined herein. We hereby confirm and certify to you that:

1. We have taken full delivery of the Equipment;
2. We irrevocably acknowledge that the Equipment which we have received is the Equipment referred to in the Agreement;
3. We duly inspected the Equipment and have tested the Equipment to ensure that it is able fully to operate and we are satisfied that the Equipment is complete and in all respects suitable and acceptable and in good and satisfactory working order and condition, of satisfactory quality and fit for our intended purposes;
4. We acknowledge that we chose the Supplier of the Equipment and all services which are or may be provided from time to time in respect of the Equipment and that you had no involvement with any such choice of services, and are not responsible for the provision of any services in relation to the Equipment;
5. Full and proper information and instruction manuals relating to the use, operation (and maintenance where appropriate) of the Equipment have been received by us;
6. We have irrevocably accepted the Equipment and acknowledge that there is no trial period in relation to the Equipment or any other right for us to cancel the hiring of the Equipment or terminate the Agreement other than in accordance with the terms of the Agreement;
7. The Equipment is new, unless otherwise stated in the Agreement;
8. You are authorised on our behalf to pay to the Supplier of the Equipment the purchase price of the Equipment;
9. This Confirmation of Delivery (and any non-contractual obligations arising out of or in connection with it) shall be governed by and shall be construed in accordance with English law.

Signature (or duly authorised officer in case of Limited Company) of Hirer *

Name of Signatory *

Position *

For and on behalf of (Company Name) *

Date *

Use Of Your Information

By signing this Agreement (whether as an individual or on behalf of a corporate body) you agree to the following:

In considering your application, we or our funders to whom we may assign our agreements may search your credit record at credit reference agencies ('your records'). We or our funders may also search linked records of your spouse or partner. In this Agreement, we seek authority from you for us and our assignees to undertake and appoint credit reference agencies to undertake such searches. Such searches at credit reference agencies may include searches against those to whom you may be linked, which may include your spouse/partner, your fellow directors (where you are a company) or other persons with whom you are linked financially. For the purposes of this Agreement/application, you agree that you may be treated as financially linked to such individuals and in such circumstances you will be assessed by reference to all such "associated records". Where you are a company, you will inform each director of the company of this notice. The credit reference agency will add to your records details of our search and your application and this will be seen by other organisations that make searches. We will use credit scoring or other automated decision making systems when assessing your application. We may also undertake further searches against you and any associations for the purpose of tracing and recovering debt.

We will also add to your records details of your Agreement with us, the payments you make under it, any default or failure to keep to its terms, and any change of address you fail to tell us about where a payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We, the credit reference agencies and the fraud prevention agencies will also use your records for statistical analysis about credit, insurance and fraud.

We may undertake searches with Experian for the purposes of verifying your identity and for anti-money laundering purposes. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. If you are a joint applicant, such as a partnership, unincorporated association or if you are a body corporate, such as a limited company or LLP or charity, you confirm to us that you have obtained the relevant consent to authorise us to create an identity search against any partner/ trustee / officer/ director/shareholder (as so required) at the credit reference agencies.

We may share or store your information with our funders and any person to whom we intend to assign our rights under this Agreement, and they may use your information or make further searches as they may require, in the same manner as set out above.

Fraud prevention agency records will also be shared 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. We may also use information about you to carry out market research.

If you do not want to receive any marketing information you may write to us at any time to tell us not to send any more.

You agree that we may:-

- disclose information to third parties, including manufacturers, resellers, brokers, suppliers, funders, insurers, members of our group, agents, subcontractors and carefully selected organisations so that they can use it to market their products and services.
- disclose information where required or permitted to do so by law, or to government entities or regulatory bodies in order that they may discharge their responsibilities and obligations or to exercise their powers or functions
- market our products and services or those of our group or selected third parties.
- transfer information to any country, including a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or a third party. Such staff may be engaged in, among other things, the processing of your payment details and the provision of support services. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. If no satisfactory data protection laws exist in the country to which we are transferring your personal data, we will put in place equivalent contractual safeguards to those contained in the Act.

Please tick the box(s) below if you do not wish to receive contact by:

phone ☐ email ☐ mail ☐

Please tick here if you do not want us to disclose your personal data to selected third parties so that they can provide you with information about their goods or services ☐

A telephone number will be provided to you in the near future for you to contact if you want to have details of those credit reference and fraud prevention agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

Complaints Procedure

Shire Leasing is committed to providing the highest quality service and ensuring customer satisfaction. However should you feel that we have done something wrong, we welcome the opportunity to learn from this and have in place a Complaints Procedure to help facilitate a resolution of your issues.

Should you wish to complain please write to the Customer Services team at 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF giving us full details of the problems concerned, together with our agreement number and contact details for yourself. We will attempt to resolve the complaint within 3 business days from receipt of the complaint, but if we cannot we will acknowledge your complaint within 5 working days and hopefully resolve the complaint within 4 weeks.

If you then feel dissatisfied with the result you receive, you can contact us to ask for the complaint to be reviewed by another Complaints Officer, generally at a more senior level. We will then carry out a further investigation and will seek to ensure you receive our response within 8 weeks from the date of the original complaint.

Financial Ombudsman Service

If you still remain unhappy with the solution even after the second review, and you are eligible then you can refer your complaint to the Financial Ombudsman Service who provide an impartial and free service to help you. Their contact details are as shown below.

By post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

By phone: 0800 023 4567

By e-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit working days in advance of your account being debited or as otherwise agreed. If you request a payment, confirmation of the amount and date will be given to you at the time of the request. will notify you fourteen to collect
- If an error is made in the payment of your Direct Debit by 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 asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

MINIMUM PERIOD LEASE RENTAL

Shire Leasing Plc is Authorised and Regulated by the Financial Conduct Authority for certain types of consumer credit lending and credit related activities that are regulated under the Consumer Credit Act 1974 and by the Financial Services and Markets Act 2000.

SHIRE LEASING PLC

TEL : 01827 68939

Pre-contract Information

Hire Agreement regulated by the Consumer Credit Act 1974

Owner's Full Business Name	Shire Leasing Plc, 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF		
Hirer's Name			
Address			Postcode:
Email address			

KEY FINANCIAL INFORMATION

Description of the Equipment (Including software)	New
--	-----

Duration of Minimum Rental period (months in words) ("the Minimum Period")

You will pay Rental Payments on a Monthly/Quarterly/Six Monthly/Annual basis, as shown below, the first falling due on the date we accept this Agreement, with subsequent payments due on the same date in each Month/Quarter/Six Monthly/Annual period.

First Rental Payment
(plus the document fee detailed below)

excl. VAT which equals

incl. VAT

followed by

excl. VAT which equals

incl. VAT

subsequent Rental Payments

If the due date falls on a non-Business Day the instalment will be taken on the next Business Day

The Rental Payments may change if the rate of VAT, corporation tax or capital allowances changes. Please refer to clause 2.5.

If you terminate this Agreement early you will need to pay us immediately:

- (a) all arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 2 of the Terms and Conditions;
- (b) as agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less a discount of 2% per annum for early receipt; and
- (c) any other sums which are or become due to us.

You will also be responsible for settling all maintenance amounts due to the Supplier.

A Maintenance Payment of

£0.00 incl. VAT

is payable to the Supplier on the same date and at the same frequency as each Rental Payment payable under this Agreement. If a Maintenance Payment is shown above, please refer to clause 3.

The Maintenance Payments may change in accordance with the provisions of your maintenance agreement with the Supplier. Please refer to clauses 2 and 3 of the Terms and Conditions.

KEY INFORMATION

- 1 The following charges are payable under the agreement:
 - (a) A documentation fee of £145 plus VAT (£174 inc VAT) is payable with the First Rental Payment (see clause 2.1).
 - (b) An Annual Service Fee of £35 plus VAT (£42 inc VAT) is payable on each anniversary of this Agreement (see clause 2.1).
 - (c) A fee of £25 is payable each time a payment is made other than by direct debit in accordance with clause 2.6.
 - (d) You may also be charged for other reasonable fees and charges which we may incur in connection with the administration of the Agreement in accordance with clause 11.12.
- 2 If we ask you to show us evidence of the insurance policy and you do not do so by the date specified, we may, if we choose, apply a monthly charge (see clause 6.3 of the Terms and Conditions).
- 3 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% fixed above Finance House Base Rate (Default Rate) from its due date to the date of payment such interest to accrue daily after as well as before any judgment. In respect of interest payable on any overdue default sums, we are not allowed to charge interest at the default rate until the 29th day after you have received the notice of default sums from us. Such interest will then be charged at the Default Rate until the actual date of the payment (before as well as after judgment).
- 4 If you fail to pay any Rental Payment or other sum under this Agreement when due or we enforce this Agreement, you shall pay to us any reasonable costs incurred by us in enforcing and servicing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable) including any costs to repair the Equipment to the condition required by this Agreement and all legal costs on a full indemnity basis.
- 5 If this Agreement terminates in accordance with clause 9 following your breach of the Agreement, you will pay us:
 - (a) all arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon;
 - (b) as agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less a discount of 2% per annum for early receipt; and
 - (c) any other sums which are or become due to us.
- 6 If this Agreement terminates in accordance with clause 9 following your breach of the Agreement and maintenance is included, you will be responsible for settling all maintenance amounts due to the Supplier.
- 7 If the Equipment is returned to us after we terminate this Agreement under clause 9 we shall give credit to you in any such sum as the proceeds of sale (excluding VAT) of the Equipment less the amount of any costs and/or expenses incurred by us in recovering and/or selling the Equipment.
- 8 If the Equipment is not returned to us upon termination of the Agreement you shall pay to us, by way of compensation, monthly payments at an amount which is the same as the monthly Rental Payments (or monthly equivalent if your Rental Payments are not payable on a monthly basis) payable under the Agreement before termination, until the Equipment is returned.
- 9 If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in clause 10 of the Terms and Conditions.
- 10 You shall indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring under this Agreement.

This Agreement is not cancellable.

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, the owner 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.

**Hire Agreement regulated by the Consumer Credit Act 1974**

Owner's Full Business Name Shire Leasing Plc, 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF

Hirer's Name

Address

Postcode:

Email address

KEY FINANCIAL INFORMATION

Description of the Equipment
(Including software)

New

Duration of Minimum Rental period (months in words) ("the Minimum Period")

You will pay Rental Payments on a Monthly/Quarterly/Six Monthly/Annual basis, as shown below, the first falling due on the date we accept this Agreement, with subsequent payments due on the same date in each Month/Quarter/Six Monthly/Annual period.

First Rental Payment
(plus the document fee detailed below)

excl. VAT which equals

incl. VAT

followed by

excl. VAT which equals

incl. VAT

subsequent Rental Payments

If the due date falls on a non-Business Day the instalment will be taken on the next Business Day

The Rental Payments may change if the rate of VAT, corporation tax or capital allowances changes. Please refer to clause 2.5.

If you terminate this Agreement early you will need to pay us immediately:

- all arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 2 of the Terms and Conditions;
- as agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less a discount of 2% per annum for early receipt; and
- any other sums which are or become due to us.

You will also be responsible for settling all maintenance amounts due to the Supplier.

A Maintenance Payment of

£0.00 incl. VAT

is payable to the Supplier on the same date and at the same frequency as each Rental Payment payable under this Agreement. If a Maintenance Payment is shown above, please refer to clause 3.

The Maintenance Payments may change in accordance with the provisions of your maintenance agreement with the Supplier. Please refer to clauses 2 and 3 of the Terms and Conditions.

KEY INFORMATION

1 The following charges are payable under the agreement:

- A documentation fee of £145 plus VAT (£174 inc VAT) is payable with the First Rental Payment (see clause 2.1).
 - An Annual Service Fee of £35 plus VAT (£42 inc VAT) is payable on each anniversary of this Agreement (see clause 2.1).
 - A fee of £25 is payable each time a payment is made other than by direct debit in accordance with clause 2.6.
 - You may also be charged for other reasonable fees and charges which we may incur in connection with the administration of the Agreement in accordance with clause 11.12.
- 2 If we ask you to show us evidence of the insurance policy and you do not do so by the date specified, we may, if we choose, apply a monthly charge (see clause 6.3 of the Terms and Conditions).
- 3 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% fixed above Finance House Base Rate (Default Rate) from its due date to the date of payment such interest to accrue daily after as well as before any judgment. In respect of interest payable on any overdue default sums, we are not allowed to charge interest at the default rate until the 29th day after you have received the notice of default sums from us. Such interest will then be charged at the Default Rate until the actual date of the payment (before as well as after judgment).
- 4 If you fail to pay any Rental Payment or other sum under this Agreement when due or we enforce this Agreement, you shall pay to us any reasonable costs incurred by us in enforcing and servicing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable) including any costs to repair the Equipment to the condition required by this Agreement and all legal costs on a full indemnity basis.

5 If this Agreement terminates in accordance with clause 9 following your breach of the Agreement, you will pay us:

- all arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon;
 - as agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less a discount of 2% per annum for early receipt; and
 - any other sums which are or become due to us.
- 6 If this Agreement terminates in accordance with clause 9 following your breach of the Agreement and maintenance is included, you will be responsible for settling all maintenance amounts due to the Supplier.
- 7 If the Equipment is returned to us after we terminate this Agreement under clause 9 we shall give credit to you in any such sum as the proceeds of sale (excluding VAT) of the Equipment less the amount of any costs and/or expenses incurred by us in recovering and/or selling the Equipment.
- 8 If the Equipment is not returned to us upon termination of the Agreement you shall pay to us, by way of compensation, monthly payments at an amount which is the same as the monthly Rental Payments (or monthly equivalent if your Rental Payments are not payable on a monthly basis) payable under the Agreement before termination, until the Equipment is returned.
- 9 If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in clause 10 of the Terms and Conditions.
- 10 You shall indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring under this Agreement.

This Agreement is not cancellable.

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, the owner 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.

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

Signature(s)
of Hirer(s)

Date(s) of signature(s)

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

(Please print)

Name of Signatory _____

Position _____

You should be a Director, Company Secretary, Partner or Sole
Trader or otherwise authorised signatory.

Important information for certain business customers

If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely
bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the
total payments you must make under this Agreement are more than £25,000
including VAT and you are entering into the agreement wholly or
predominantly for a business purpose, then this Agreement is not regulated
under the Financial Services and Markets Act 2000 by the Financial Conduct
Authority nor by the Consumer Credit Act 1974 and any statement in this
Agreement about the Consumer Credit Act and its consequences do not
apply to you.

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 purposes of a business carried on by me/us or intended to be carried on by me/us.
I/We* understand that I/We* will not have the benefit of the protection and remedies that would be available to me/us* under the 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 doubts 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. * Delete as appropriate

HIRER'S ACKNOWLEDGEMENT

("I/we" means the Hirer and "You" means the Owner under this Agreement)

By signing this Agreement I/We acknowledge that:- • I/we have received a copy of the Pre-Contract information; • I/we have read the terms of this Agreement,
which has been fully completed with all information shown being accurate; • I/we have been provided with a copy of the "Use of Information" document and
agree to its terms; • This Agreement is for Equipment only and does not cover any services or software unless specified in this Agreement. The Equipment is
intended for business use only. Any software which forms part of the Equipment is not licensed by you to me/us; • The Supplier is the Supplier of the
Equipment and you are providing finance to me/us in respect of the Equipment. No partnership or agency exists between the Supplier and you and the Supplier
is not authorised to make any statement on your behalf; • I/we have not paid any payment or fee to the Supplier or any other party in connection with the
entering into by me/us of this Agreement; and • You may pay to any broker or introducer or other third party a commission, being any payment, fee or other
remuneration, in relation to this Agreement.

Hirer's Information

Telephone Number _____ Contact Name _____ Nature of Business _____

Co Reg number _____ Vat Number _____ Charity No _____ Established _____ yrs

Equipment Location _____

Home address (if sole trader/partnership) _____

Postcode _____

I/We agree that you can send documentation to the following email address in a PDF format in accordance with clause
11.6 [Insert email address]

Supplier's Information

Name _____ Salesperson _____

Address _____ Postcode _____

Telephone Number _____ Email _____

Important - Use of your information - You have a legal right to know how we will use your personal information. It is important that
you read the "Use Of Your Information" notice.

Signed and accepted by the Owner Shire Leasing Plc Signature _____ Date of this Agreement _____

Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form and send it to:

Name and full postal address of your Bank or Building Society branch

Name(s) of account holder(s)

Bank or Building Society account number

Branch sort code

Service user number

Reference number

Instruction to your Bank or Building Society

Please pay

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
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.

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. Minimum Period

We Shire Leasing Plc agree to hire the Equipment described on the first page of this Agreement (the Equipment) to you for the Minimum Period and thereafter subject to our right of termination set out in clause 9 below and your right to terminate the Agreement after expiry of the Minimum Period as set out in clause 2.2 below.

2. Rental Payments

2.1 On the date of this Agreement you must pay us the First Rental Payment together with a documentation fee of one hundred and forty five pounds plus VAT (one hundred and seventy four pounds inc VAT) and thereafter you must make each subsequent Rental Payment on the same day of the month at the intervals stated on the first page of this Agreement. On each anniversary of this Agreement you will pay an Annual Service Fee of thirty five pounds plus VAT (forty two pounds inc VAT). You must make all payments due under this Agreement without making any set-off, deduction, retention, counterclaim or adjustment for any reason including, but not limited to any claim against the supplier, manufacturer or licensor of the Equipment. It is an essential condition of this Agreement that we receive all payments on their due dates without previous demand.

2.2 At the end of the Minimum Period this Agreement will automatically run on.

- If you want it to stop at the end of the Minimum Period you must notify us in writing at least a month before the end. If you do, you will no longer be able to keep the Equipment and you must pay us all sums referred to in 10, excluding 10.2.
- If the Agreement does run on after the end of the Minimum Period then either we or you can end it by notifying the other in writing at least a month beforehand. The hire will then terminate on the last day of the notice period. If you do not terminate the hire at the end of the Minimum Period, payments will continue at the same amount and frequency and will continue until notice is received.

2.3 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% above Finance House Base Rate (Default Rate) from its due date to the date of payment such interest to accrue daily after as well as before any judgment. If you fail to pay any Rental Payment or other sum under this Agreement when due or we enforce this Agreement, you shall also pay to us any reasonable costs incurred by us in enforcing and servicing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), and all legal costs on a full indemnity basis. On your default, you shall also be liable to pay us any cost or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), and all legal costs on a full indemnity basis. In respect of interest payable on any overdue default sums, we are not allowed to charge interest at the default rate until the 29th day after you have received the notice of default sums from us. Such interest will then be charged at the Default Rate until the actual date of the payment (before as well as after judgment).

2.4 There shall not be any rebate or deferral of any payment during any period in which the Equipment is not in your possession or is unserviceable or for any other reason is not in your use.

2.5 We have calculated the Rental Payments:

- (i) by taking into account the rate of Corporation Tax applicable on the date the Agreement was accepted by us and/or the actual owner of the equipment. If this rate changes we may increase the amount of each future Rental Payment by up to 2% for each 1% increase in the rate; and
- (ii) by assuming that writing down allowances will be made to us (but not disallowed or withdrawn) on all of our expenditure on the purchase of the Equipment on the basis of the rate in force on the Agreement Date. If this assumption is not realised we may vary the Rental Payment payable after such event shall have occurred to ensure that our intended after tax return from this Agreement is maintained.
- (iii) VAT shall be payable on all sums payable by you at the rate prevailing on the due date of the payment concerned.

We will notify you of any variation or increase to the Rental Payment or Maintenance Payment which will then be payable. For the purposes of this clause references to us, we or our should be deemed to be references to the actual owner of the Equipment.

2.6 If you begin paying by direct debit but subsequently change from this payment method we will charge an additional fee of £25 each time a payment is made other than by direct debit or such fee as is notified to you to cover our increases in administration costs.

3. Maintenance

If you have indicated on the first page of this Agreement that you wish us to collect the Maintenance Payment then this clause applies;

- 3.1 We will assume the Supplier will enter into a Maintenance Agreement (on terms agreed between you and the Supplier) for the Equipment for the period of this Agreement. The Supplier will then provide the service without further cost to you (depending on the terms of the Maintenance Agreement);
- 3.2 If it is indicated on the first page of this Agreement that we will collect Maintenance Payments, you agree to forward the Maintenance Payments to us on the relevant due date so that we can forward them to the Supplier on your behalf. Further, without limitation to any other term of this Agreement, we may at any time, and from time to time after the first year of this Agreement, increase the Maintenance Payments collected from you in accordance with the terms of the Maintenance Agreement.
- 3.3 If the Supplier stops being able to provide Maintenance service we may cease collecting the Maintenance Payments unless we agree with you an alternative supplier of maintenance. In any event we will not be liable if the Supplier breaks any part of the Maintenance Agreement;
- 3.4 This will not affect your obligations under this Agreement and we will apply any monies received from you first in satisfaction of your obligations to us under this Agreement.
- 3.5 For the avoidance of doubt you acknowledge that neither this Agreement nor the hiring of the Equipment will be affected by the termination or suspension or other cessation of any maintenance or other services from the Supplier or any other person. You acknowledge that we are not responsible for the provision of maintenance or other services, and no failure to provide such maintenance or services by the Supplier or any other person will affect your obligation to pay the payments due under this Agreement in accordance with clause 2.1.

4. Supplier

4.1 The Supplier is the supplier of the Equipment and we are providing finance to you in respect of the Equipment. You acknowledge and agree that no partnership or agency exists between the Supplier and us and that the Supplier is not authorised to make any statement on our behalf, or vary the terms of this Agreement. You represent and warrant that you have obtained from the Supplier all representations, warranties and guarantees you require in relation to the Equipment (save as to title) including but not limited to its quality, fitness for purpose and description.

4.2 If, at any time, the Equipment is replaced or substituted by the Supplier or any other person, for any reason, any replacement Equipment shall become our property and shall be deemed to be the Equipment for the purposes of this Agreement. You shall do anything necessary to ensure that any replacement Equipment becomes our property.

5. Exclusions of Liabilities

5.1 You are responsible for obtaining any guarantees, conditions and warranties in respect of the Equipment or any software. However, if we have the benefit of the same and they may be assigned to you, we shall try to assign to you the benefit of any guarantees, conditions and warranties given by the manufacturer or Supplier of the Equipment or software to us at your request and at your cost and on our terms.

5.2 We accept liability for death or physical injury to persons caused by our negligence or the negligence of our servants or other persons for whose negligence we are liable in law.

5.3 You are responsible for choosing the Equipment and making sure that it is fit and suitable for your purpose. We are not a dealer or expert in the Equipment and give no advice or assurances about the Equipment or its quality, suitability or description.

5.4 Any liability we may otherwise incur and any right you may otherwise possess in respect of any guarantees, terms and conditions, warranties or representations relating to the Equipment (including its condition, description, suitability, performance, quality or fitness for any general or particular purpose for which it is or may be required), whether expressed or implied by statute or otherwise and whether arising under this Agreement or any prior agreement or in any oral or written statements made on behalf of any person in the course of negotiation in which we may have been concerned prior to this Agreement are hereby in so far as the same is possible in law excluded.

5.5 We shall not be liable for any claim arising out of state of or condition or quality of the Equipment or any consequential damages including loss of earnings or profits suffered by you if the Equipment is or becomes unusable.

5.6 You will if we so request furnish us such statement of your acceptance of the Equipment as we may require.

6. Risk and Insurance

6.1 All risks in respect of the Equipment shall at all times rest with you until possession of the Equipment is retaken by us and until such time we request that you keep the Equipment insured on an all risks basis (or fully comprehensive basis in respect of vehicles) with no unusual excess and no exclusions for its full replacement value and insure against third party liability under a fully comprehensive policy with an insurer regulated by the Financial Conduct Authority. We request that you arrange to note our interest on any policy of insurance as the Owner of the Equipment and payee of any insurance proceeds. All monies payable under such policy shall be payable to us or to our order and any insurance monies received by you shall be held by you on trust for us and you shall if required assign to us all your insurance rights.

6.2 If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in clause 10.

6.3 If we ask you to show us evidence of the insurance policy and you do not do so by the date specified we may, if we choose, take steps to protect our interests, including arranging insurance for our own benefit. If we do this, we will make a monthly charge and we will notify you of the amount of this charge at the time. We will collect any such charge with the Rental Payments. You must notify us as soon as possible of any damage to or loss of the Equipment and if applicable provide our insurer with a true, complete and accurate statement of loss and any other information that our insurer reasonably requires in support of our claim. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.

7. Your Other Obligations

You shall:

- 7.1 Be responsible for arranging in conjunction with the Supplier the delivery, installation and commissioning of the Equipment.
- 7.2 Use the Equipment in a skilful and proper manner and in accordance with any operating instructions issued for it and any statutory requirements and ensure that the Equipment is operated and used by properly skilled and trained personnel.
- 7.3 Be responsible for loss of or damages to the Equipment howsoever the same may occur.
- 7.4 Keep the Equipment at your own expense and at all times in good repair, condition and working order, properly serviced and maintained and keep records of the same.
- 7.5 Agree that it is not our responsibility to make any alterations to the Equipment (or bear the cost of any such alterations) which may become necessary or compulsory as a result of any change in coinage or the introduction of a European currency. Accordingly, you will, at your expense, procure that any necessary alterations are carried out.
- 7.6 Not alter, improve or add anything to the Equipment without our written permission. If you do improve or add anything to the Equipment, then unless the Equipment can be reinstated to its original condition with no detrimental effect on its value, such improvements and/or additions will automatically become our property at no cost to us.
- 7.7 Allow us access to inspect the Equipment with reasonable notice.
- 7.8 If so required allow us to indicate on the Equipment our ownership thereof by whatever means we deem appropriate.
- 7.9 Keep the Equipment in your sole possession at the location specified in this Agreement and not sell, assign, mortgage, charge or sub-let the Equipment nor without our consent remove or permit the removal of the Equipment from the United Kingdom.

Page	3 of 6	Initials		Date	
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- 7.10 Keep the Equipment free of all liens and pay all taxes and impositions in respect of the Equipment its hiring hereunder and its location excepting only any taxes on or assessed by reference to our profits and any Value Added Tax which we are able to reclaim from HM Revenue and Customs.
- 7.11 Not do or permit or cause to be done any matter or thing whereby our rights in respect of the Equipment are or may be prejudiced.
- 7.12 Return the Equipment at your own expense to us on the expiry or termination of this Agreement in good repair and working order and in a condition consistent with the performance of your obligations hereunder (fair wear and tear excepted) and at such place in the United Kingdom as we shall require. If you fail to return the Equipment to us within 7 days of the expiry or termination of this Agreement, you shall grant us or our agents access to any premises where the Equipment may be for the purpose of removing the Equipment, and you shall reimburse us any costs we incur in doing so.
- 7.13 If the Equipment is returned to us other than in the condition required in clause 7.12, we may elect you to put the Equipment in the required condition and you shall reimburse us on demand for any costs and expenses incurred by us as a result.
- 7.14 Indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring hereunder.
- 8. Software**
If software is included as part of the hiring under the Agreement:-
- 8.1 It is your responsibility to ensure that you remain properly licensed to use the software.
- 8.2 You will observe the terms and conditions of the licence.
- 8.3 You are responsible for ensuring that the software meets your specifications and is suitable for your purpose.
- 8.4 You will provide us with a copy of the software licence if we ask for it.
- 8.5 It is not a condition of this Agreement that software maintenance and support is provided and, therefore, Rentals will continue to be payable even if the supplier fails to provide such maintenance and support.
- 9. Termination**
If you repudiate or are deemed to repudiate this Agreement by breach of any of your obligations hereunder you shall no longer be in possession of the Equipment with our consent and we may terminate the hiring and take back the Equipment and you will be liable to pay us the sums due under clause 10 and without prejudice to the generality of the foregoing it is agreed that any of the following events will constitute a repudiatory breach of this Agreement:-
- 9.1 If you fail to pay any payment or other sum payable hereunder within three days of it becoming due and fail to remedy the same within the time period required by any legal notice that we are required to serve on you requiring the breach to be remedied.
- 9.2 If you commit or cause or permit a breach of any other Term or Condition of this Agreement and fail to remedy the same within the time period required by any legal notice that we are required to serve on you requiring the breach to be remedied.
- 9.3 If any of your creditors becomes entitled to present a bankruptcy petition against you.
- 9.4 If you enter or attempt to enter into a composition with creditors or (where you are a limited company) a petition is presented or any steps are taken for the appointment of an administrator or if a receiver is appointed in respect of your assets or any part thereof or a meeting whether formal or informal is called for your creditors or if you enter into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved in writing by us.
- 9.5 If any distress or execution is levied against assets under your control.
- 9.6 (In Scotland and in addition to the events specified above). If you become apparently insolvent or suffer sequestration to be awarded of your estate or effects or if a receiver or judicial factor or trustee is appointed for any portion of your estate or effects you suffer any arrestment charge poinding or other diligence to be issued or levied upon you or your estate or effects or if there is exercise or threatened exercise of any landlord's hypothec.
- 9.7 If there are any events in other jurisdictions similar or analogous with any of the above.
- 9.8 If you are unable to pay your debts as they fall due.
- 9.9 If you, being a partnership, are dissolved.
- 9.10 If you are subject to a material adverse change or a change of control.
- 9.11 If you default under any other agreement.
- 9.12 If you have given us information which is inaccurate or untrue in connection with this Agreement or any other agreement between you and us.
- 9.13 You may end this Agreement early by giving us one month's notice. If you do, you will no longer be able to keep the Equipment and you must pay us all sums referred to in clause 10, excluding clause 10.2.
- 10. Consequences of Termination**
- 10.1 Upon any such termination as aforesaid you shall immediately pay to us as a debt:-
- a All arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 2 above; and
- b As agreed damages the amount of all Rental Payments which would have fallen due between termination and the expiry of the Minimum Period but for termination less discount of 2% per annum for early receipt;
- c Any other sums which are or become due to us, including but not limited to any sums payable under clause 7.13 to repair the Equipment to the condition required by this Agreement.
- d If the Equipment is not returned to us, by way of compensation, monthly payments at an amount which is the same as the monthly Rental Payments (or monthly equivalent if your Rental Payments are not payable on a monthly basis) payable under the Agreement before termination, until the Equipment is returned. Such payment will be payable by you in advance commencing two weeks from the date of termination.
- 10.2 If the Equipment is returned to us after we terminate this Agreement under clause 9 above we shall give credit to you in such sum as the proceeds of sale (excluding VAT) of the Equipment less the amount of any costs and/or expenses incurred by us in recovering and/or selling the Equipment.
- 10.3 If maintenance is included you will also be responsible for settling all maintenance amounts due to the Supplier.
- 11. Miscellaneous**
- 11.1 Without imposing any obligation upon us to do so we may upon or at any time after termination of this agreement retake possession of the Equipment and for such purpose enter upon any premises belonging to you or in your occupation or control and you shall be responsible for all costs charges and expenses so incurred.
- 11.2 You shall be liable to us for all legal and other costs (on a full indemnity basis) incurred by us in enforcing any provision of this Agreement or recovering any sum due thereunder.
- 11.3 Any forbearance of indulgence granted by us to you shall not constitute a waiver of any right or remedy which we would otherwise have had against you.
- 11.4 Notwithstanding the termination of this Agreement our rights in relation to the Equipment and any payments due thereunder shall continue to be regulated by this Agreement.
- 11.5 You may not assign, mortgage, charge or sublet this Agreement. We reserve the right to transfer, assign or to charge the benefit of this Agreement to any person at any time in our absolute discretion.
- 11.6 Any document or notice we give you under or in connection with this Agreement will be validly given if sent either by first class post to your usual or last known place of business, or by email to the email address specified in this Agreement or such other email address as you may notify to us from time to time. Such document or notice shall be deemed to have been received by you forty-eight hours after posting if sent by post or, if sent by email, on the working day following the day on which the email was sent.
- 11.7 This Agreement may be signed by you and by us by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.
- 11.8 This Agreement shall be governed by English law and you hereby submit to the jurisdiction of the English court.
- 11.9 This Agreement incorporates all Terms and Conditions agreed between us and can only be varied by a document signed by both of us.
- 11.10 By signing this Agreement you agree that the Contracts (Rights of Third Parties) Act 1999, will not apply.
- 11.11 If your business consists of more than one person you will each be liable jointly and severally for the full extent of your commitments made under this agreement.
- 11.12 We may charge you for other reasonable fees and charges which we may incur in connection with the administration of this Agreement from time to time, including an administration charge if you request we novate the Agreement and we agree to this request.
- 11.13 To help us improve our service, to assist us in training, to evidence communications between us and in the interests of security, we may monitor and/or record your telephone calls with us.
- 11.14 If the date for payment of any sum under this Agreement is not a day when banks in London are open for normal business (a "Business Day"), the payment will be taken on the next Business Day. If there is no corresponding date in the month, the payment will be taken on the last Business Day before that date.
- 12. Unregulated Agreement**
If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership with four or more partners; or (iv) if the total payments due under this Agreement be greater than £25,000 (inc. VAT), and you are entering into the Agreement wholly or predominantly for a business purpose, then this Agreement is not regulated under the Financial Services and Markets Act 2000 by the Financial Conduct Authority nor by the Consumer Credit Act. Any statement in this Agreement or any copy of this Agreement or in any notice we serve concerning the Consumer Credit Act 1974 will not apply to you (unless you are entering into this Agreement for business purposes in which case you should consider the statutory references found in the Declaration for exemption relating to business).
- 13. Complaints Procedure**
If you have a complaint and we cannot resolve this, then if you are eligible you can refer your complaint to the Financial Ombudsman Service who provide an impartial and free service to help you. Their contact details are shown below:-
By post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
By phone: 0800 023 4567
By email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

CHECKLIST FOR CUSTOMERS

We recommend that customers taking out business finance agreements follow these steps:

1. Read your business finance agreement carefully before signing it. Never sign a business finance agreement which is not fully complete. Retain copies of all documentation.
2. Ensure that the final contract:
 - a) corresponds with any verbal or written quotation on the rental amount and period of hire;
 - b) accurately reflects what you are agreeing to pay for, including any maintenance or services included in the repayments;
 - c) accurately describes the equipment you are expecting to receive (e.g. whether it is new or used) and that its working life is appropriate to the length of the finance agreement.
3. Make it clear who has the authority within your own organisation to sign the agreement.
4. Make sure you understand and agree with all terms and conditions of the business finance agreement and, if you are unsure, ask for these to be explained or seek advice.
5. Make sure you understand all the costs involved and whether these will change during the course of the business finance agreement.
6. Check that the supplier of the equipment is reputable.
7. Understand whether there are any notice period or settlement terms required to terminate the agreement.
8. If the name of the leasing company contracting with you is not shown on the agreement ensure that you are informed at the earliest possible time.
9. Check whether the funder is a member of the FLA, as all asset finance members adhere to the FLA Business Finance Code.
10. If any amendments are made to the business finance agreement or a further agreement is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
11. If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.



Shire Leasing Plc is a member of the Finance and Leasing Association

CONFIRMATION OF DELIVERY

To: 'The Owner' (Shire Leasing PLC) or its assignees

Re: Agreement entered into between The Owner ('You') and the Hirer ('We/Us')

[Hirer's name] _____

for the supply of _____

the full specification of which is described and set out in the Hire Agreement signed by us on [date] _____ ("Agreement").

The Equipment is located at _____

We refer to the Agreement. Words defined in this Confirmation of Delivery have the meaning given to them in the Agreement, unless otherwise defined herein. We hereby confirm and certify to you that:

1. We have taken full delivery of the Equipment;
2. We irrevocably acknowledge that the Equipment which we have received is the Equipment referred to in the Agreement;
3. We duly inspected the Equipment and have tested the Equipment to ensure that it is able fully to operate and we are satisfied that the Equipment is complete and in all respects suitable and acceptable and in good and satisfactory working order and condition, of satisfactory quality and fit for our intended purposes;
4. We acknowledge that we chose the Supplier of the Equipment and all services which are or may be provided from time to time in respect of the Equipment and that you had no involvement with any such choice of services, and are not responsible for the provision of any services in relation to the Equipment;
5. Full and proper information and instruction manuals relating to the use, operation (and maintenance where appropriate) of the Equipment have been received by us;
6. We have irrevocably accepted the Equipment and acknowledge that there is no trial period in relation to the Equipment or any other right for us to cancel the hiring of the Equipment or terminate the Agreement other than in accordance with the terms of the Agreement;
7. The Equipment is new, unless otherwise stated in the Agreement;
8. You are authorised on our behalf to pay to the Supplier of the Equipment the purchase price of the Equipment;
9. This Confirmation of Delivery (and any non-contractual obligations arising out of or in connection with it) shall be governed by and shall be construed in accordance with English law.

Signature (or duly authorised officer in case of Limited Company) of Hirer *

Name of Signatory *

Position *

For and on behalf of (Company Name) *

Date *

Use Of Your Information

By signing this Agreement (whether as an individual or on behalf of a corporate body) you agree to the following:

In considering your application, we or our funders to whom we may assign our agreements may search your credit record at credit reference agencies ('your records'). We or our funders may also search linked records of your spouse or partner. In this Agreement, we seek authority from you for us and our assignees to undertake and appoint credit reference agencies to undertake such searches. Such searches at credit reference agencies may include searches against those to whom you may be linked, which may include your spouse/partner, your fellow directors (where you are a company) or other persons with whom you are linked financially. For the purposes of this Agreement/application, you agree that you may be treated as financially linked to such individuals and in such circumstances you will be assessed by reference to all such "associated records". Where you are a company, you will inform each director of the company of this notice. The credit reference agency will add to your records details of our search and your application and this will be seen by other organisations that make searches. We will use credit scoring or other automated decision making systems when assessing your application. We may also undertake further searches against you and any associations for the purpose of tracing and recovering debt.

We will also add to your records details of your Agreement with us, the payments you make under it, any default or failure to keep to its terms, and any change of address you fail to tell us about where a payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We, the credit reference agencies and the fraud prevention agencies will also use your records for statistical analysis about credit, insurance and fraud.

We may undertake searches with Experian for the purposes of verifying your identity and for anti-money laundering purposes. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. If you are a joint applicant, such as a partnership, unincorporated association or if you are a body corporate, such as a limited company or LLP or charity, you confirm to us that you have obtained the relevant consent to authorise us to create an identity search against any partner/ trustee / officer/ director/shareholder (as so required) at the credit reference agencies.

We may share or store your information with our funders and any person to whom we intend to assign our rights under this Agreement, and they may use your information or make further searches as they may require, in the same manner as set out above.

Fraud prevention agency records will also be shared 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. We may also use information about you to carry out market research.

If you do not want to receive any marketing information you may write to us at any time to tell us not to send any more.

You agree that we may:-

- disclose information to third parties, including manufacturers, resellers, brokers, suppliers, funders, insurers, members of our group, agents, subcontractors and carefully selected organisations so that they can use it to market their products and services.
- disclose information where required or permitted to do so by law, or to government entities or regulatory bodies in order that they may discharge their responsibilities and obligations or to exercise their powers or functions
- market our products and services or those of our group or selected third parties.
- transfer information to any country, including a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or a third party. Such staff may be engaged in, among other things, the processing of your payment details and the provision of support services. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. If no satisfactory data protection laws exist in the country to which we are transferring your personal data, we will put in place equivalent contractual safeguards to those contained in the Act.

Please tick the box(s) below if you do not wish to receive contact by:

phone ☐ email ☐ mail ☐

Please tick here if you do not want us to disclose your personal data to selected third parties so that they can provide you with information about their goods or services ☐

A telephone number will be provided to you in the near future for you to contact if you want to have details of those credit reference and fraud prevention agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

Complaints Procedure

Shire Leasing is committed to providing the highest quality service and ensuring customer satisfaction. However should you feel that we have done something wrong, we welcome the opportunity to learn from this and have in place a Complaints Procedure to help facilitate a resolution of your issues.

Should you wish to complain please write to the Customer Services team at 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF giving us full details of the problems concerned, together with our agreement number and contact details for yourself. We will attempt to resolve the complaint within 3 business days from receipt of the complaint, but if we cannot we will acknowledge your complaint within 5 working days and hopefully resolve the complaint within 4 weeks.

If you then feel dissatisfied with the result you receive, you can contact us to ask for the complaint to be reviewed by another Complaints Officer, generally at a more senior level. We will then carry out a further investigation and will seek to ensure you receive our response within 8 weeks from the date of the original complaint.

Financial Ombudsman Service

If you still remain unhappy with the solution even after the second review, and you are eligible then you can refer your complaint to the Financial Ombudsman Service who provide an impartial and free service to help you. Their contact details are as shown below.

By post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

By phone: 0800 023 4567

By e-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit working days in advance of your account being debited or as otherwise agreed. If you request a payment, confirmation of the amount and date will be given to you at the time of the request. will notify you fourteen to collect
- If an error is made in the payment of your Direct Debit by 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 asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.