
YOUR TECHNOLOGY **UPGRADE**

Please read and **sign** 

1. Delivery and Acceptance

1.1 The Customer's signature of a delivery note will be proof that the Products have been delivered to and examined by the Customer and that the Products are working satisfactorily.

1.2 The Customer will operate the Products in a safe and suitable environment and follow the advice instructions and / or recommendations of the Supplier in operating and using them.

2. Duration and Rental Charges

2.1 The renting of the products will commence on the delivery date and unless previously terminated for any reason and subject to Clause 4 will continue until the Customer terminates the renting by giving three months prior written notice to expire on the last day of the Minimum Rental period or on any day after such last day. Rental Charges paid are not apportionable or refundable if the renting is terminated.

2.2 You must pay us the first Rental and the Documentation Fee on the date of delivery of the Product to you and on each anniversary of your Agreement, an Annual Service Fee of £29.99 (plus VAT). You must pay the Rentals in accordance with the Payment Frequency detailed overleaf.

2.3 Rental charges until termination of this Agreement will be paid by the Customer by direct debit so as to be received in cleared funds by the relevant rental payment date. The Owner will issue periodic invoices for value added tax purposes.

2.4 The rental charges are calculated on the basis of available cost of funds at the date of this Agreement. If between that date and the delivery date, such cost is different then the rental charges to be made by the Customer under this Agreement from the delivery date may be varied and will be set out in the delivery certificate. After that, the rental charges will remain fixed whilst the rental of the Products under this Agreement continues. However, the rentals may be subject to increase if the rate of Corporation Tax increases or if there are changes to the rate of VAT or writing down allowances.

2.5 Time of payment of all sums falling due is of the essence of this Agreement.

2.6 The Customer will pay the first rental and all rental charges and other sums due to the Owner free of any rights of set-off and counterclaims even if the Customer has any outstanding claim or allegation against the Supplier.

2.7 The Owner may charge interest at the rate of 4 per cent over Barclays Bank Base Rate from time to time on all overdue sums, such interest being calculated from the due date until payment (as well after as before judgement).

2.8 You shall pay the Payments specified overleaf in full on the due dates for payment without any deduction, set-off or counterclaim or any withholding whatsoever.

3. Use of Products

3.1 The Customer agrees at its own expense to:

3.1.1 keep the Products safe and secure, unless the Products are by their nature to be moved around, not move the Products without the prior written approval of the Owner (which approval will not be unreasonably withheld and will be subject to such conditions as the Owner wishes);

3.1.2 ensure that the Products do not become a fixture and keep the Products free from any distress, execution or other legal process;

3.1.3 use the Products in a proper manner and not make any alteration to the Products without the prior written consent of the Owner (which consent will not be unreasonably withheld and will be subject to such conditions as the Owner wishes);

3.1.4 maintain the Products in good condition and proper working order (fair wear and tear only excepted);

3.1.5 ensure that no other persons get any rights concerning the Products or this Agreement;

3.1.6 ensure that no laws are broken concerning the Products or their use for the duration of the Agreement, from receipt of delivery of the Products until the Products have been returned in accordance with Clause 7 of this Agreement.

3.1.7 allow us access to the Products and we may mark such Products with our name if we wish to do so. Identification and registration marks may not be removed or changed.

4. Exchange of Products, Up-grades and add-ons

4.1 At any time during this Agreement the Customer may apply to the Owner to rent an up-grade or add-on. The Owner's agreement in each and every case must be obtained and will depend, amongst other things, on the Customer's financial position and will require that the Customer has performed all if its obligations under this Agreement.

4.2 Following any such agreement any further item(s) selected by the Customer, together with any item(s) retained, will form the subject of a new Agreement to be made on mutually agreed terms and conditions, which upon execution will replace the relevant existing Agreement. Unless otherwise agreed by the Owner and the Customer, the total rental charges and Minimum Rental Period applicable to the new Agreement will be no less than those stated in this Agreement and will be fixed by reference to the rental charges applicable to the item(s) exchanged and the point during the Minimum Rental Period at which the exchange occurs.

5. Insurance of Products and Risk

5.1 Risk in the Products shall be borne by the Customer from the date on which the Products are delivered to the Customer or, if earlier, from the date it ceases to be borne by the Supplier.

5.2 At all times whilst the Products are or should be in the Customer's possession or control, the Customer shall insure the Products and keep the Products insured for their full replacement value with full comprehensive cover with a reputable insurer in the United Kingdom that is approved by the Owner against all risks (including third party and public liability claims) for which similar Products would usually be insured without restriction or excess and the Owner's interest in the Products shall be noted on the policy as an additional insured. The Customer must punctually pay the premiums in respect of the policy of insurance and do all things necessary to keep the policy in full force and effect. The Customer must produce such evidence of insurance as the Owner may require from time to time.

5.3 If the Customer fails to provide evidence of adequate insurance on the Products then the Owner shall have the right but not an obligation to take out its own insurance to protect the Products and charge the Customer a protection fee by increasing the Rentals payable under this Agreement. The Owner will give the Customer notice before charging the Customer any protection fee. The Customer must notify the Owner as soon as possible of any damage to or loss of the Products and provide the Owner's insurer with a true, complete and accurate statement of loss and any other information that the Owner's insurer reasonably requires in support of the Owner's claim. In the event that the Owner makes a claim, the Customer must make every reasonable effort to protect the Products from further loss.

5.4 If the Customer makes an insurance claim, then the Customer will notify the Owner immediately and the Customer shall hold any insurance monies that the Customer receives in respect of the Products on trust for the Owner.

5.5 The Owner may apply any insurance monies (at the Owner's option) towards the cost of repair or reinstatement of the Products or towards payment of any sum or sums due to the Owner under this Agreement.

6. Liability of the Owner

6.1 Since the Products have been selected from the Supplier by the Customer using its own skill and judgement, no condition, representation or warranty whatsoever of any kind has been given by the Owner in relation to the Products and all conditions, representations and warranties in relation thereto whether statutory, collateral hereto or otherwise and whether in relation to the fitness of the Products for any purpose or for any particular purpose or as to description, state, quality or condition of the Products on delivery or at any other time are hereby expressly excluded.

6.2 The Customer will notwithstanding the termination of the hiring indemnify the Owner against all liability, losses, damages, costs, expenses, claims and demands against the Owner and each member of the Owners group of companies and their respective officers, agents and employees except for the Owners liability for its negligence of its employees or agents, by reason of or in any way arising out of or in connection with the Products including against any loss, damage or injury (including death) to any person or property as a result of the design, manufacture, use, possession and / or operation and / or as a result of or during or following the delivery, installation, repossession, removal, return and / or disposal of the Products provided that nothing in this Clause 6 or elsewhere in this Agreement shall exclude or limit our liability in respect of death or personal injury resulting from our negligent act or omission.

7. Return of the Products

7.1. Upon termination of this Agreement and/or the renting of the Products, the Customer must: (a) at its own expense deliver all of the Products to the Owner or any person nominated by the Owner in Good Working Order and Condition to a place nominated by the Owner, or at the discretion of the Owner, store the Products for the Owner for up to three months pending the Owner arranging a sale of the Products; and (b) give and transfer all certificates of registration and warranties relating to the Products, operating systems and other software licences, original media, source codes and manuals to the Owner or any person nominated by the Owner.

7.2. If the Products are not returned on the day they were required to be returned, the Customer must pay the Owner an amount equal to two days' Rental for each day during which the Products are not returned unless the Owner otherwise agrees.

7.3. If the Products are returned to the Owner but not in accordance with clause 7.1, then the Customer must pay to the Owner an amount which reflects the Reduction in Value of the Products (including, without limitation, an amount reflecting the cost of the repair and restoration of the Products to Good Working Order and Condition) as determined by the Owner.

"Good Working Order and Condition" means the condition and components of the Products as at the time this Agreement for the Products was entered into, but subject to fair wear and tear over the Minimum Term and extended term (if any) as reasonably determined by the Owner.

"Reduction in Value" as determined by the Owner for any Products on a day, means the value of those Products to the Owner had the Products been returned in accordance with clause 7.1 less the value to the Owner of those Products on that day.

8. Ownership and Assignment

8.1 The Customer has and will have no right to or interest in the Products other than as the Bailee. For the avoidance of doubt all replacements, alterations and additions to or of the Products will belong to the Owner.

8.2 The Owner may be acting as sub-agent for another party in entering into this Agreement in respect of the renting of Products under this Agreement and / or the Owner may assign the benefit of this Agreement. The Customer cannot assign the benefit of this Agreement.

9. General Provisions

9.1 All notices to be given under this Agreement will be in writing and addressed to the other party at its address specified at the beginning of this Agreement or at such other address as such party may specify to the other by notice and will be deemed to be duly given or made when delivered in the case of personal delivery or letter and when dispatched in the case of facsimile copy or cable.

9.2 The parties acknowledge and confirm that this Agreement and other documents and arrangements it refers to in relation to the Products constitute the entire agreement between them. Any modification or variation and / or addition to this Agreement must be in writing and must refer to this Agreement and must be signed on behalf of the Customer and the Owner.

9.3 No forbearance, indulgence or relaxation by the Owner shown or granted to the Customer or in enforcing any of the terms or conditions of this Agreement will in any way affect, diminish, restrict or prejudice the rights or powers of the Owner under this Agreement or operate as or be deemed to be a waiver of any breach of the terms and conditions of this Agreement by the Customer.

9.4 All references to statutory provisions will include references to any modifications or re-enactments of those provisions for the time being in force.

9.5 If at any time any one or more of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

9.6 The provisions of Clause 10.3 of this Agreement will continue to apply even if this Agreement and / or any renting of the Products are terminated.

9.7 Where this Agreement is entered into or signed electronically, each such person confirms that when executing the Agreement it has complied with any requirements and/or procedures advised to the Customer by the Owner covering the use of electronic signatures.

9.8 The Customer agrees that this Agreement may be entered into and signed electronically. Any signature made by the Customer or on the Customer's behalf in a way which complies with the Electronic Communications Act 2000 will be effective and binding on the Hirer.

10. Default and Termination

10.1 Without prejudice to the provisions of Clauses 6 and 7, in the event that any of the events listed below occurs it will constitute a repudiation by the Customer of this Agreement and at any time following the Owner may (notwithstanding the Owner's further acceptance of Rental Charges and without prejudice to any of the Owner's rights under this Agreement) by notice in writing sent to the Customer accept that repudiation and terminate this Agreement and / or the renting of the Products. The events are:

10.1.1 The Customer failing to pay in full the Rental Charges on the rental payment date or any other payment under this Agreement on its due date;

10.1.2 The Customer being in breach of any other obligation under this Agreement and failing to remedy that breach within 7 days of being required to do so;

10.1.3 The Customer ceasing or threatening to cease to carry on the business or there being any change which in the reasonable opinion of the Owner is material in the ownership or the shareholders of the Customer.

10.1.4 If any other Agreement which you enter into with us or a member of our group of companies is terminated or becomes capable of termination.

10.1.5 The Customer passing or summoning a meeting to pass a resolution for voluntary winding-up or having a petition for winding-up presented against it or a petition for an administration order in relation to the Customer being presented or a receiver being appointed of all or any part of the property of the Customer or documents are filed for the appointment of an administrator over the Customer or a notice of intention is provided to the Customer or any other steps are taken to appoint an administrator or the Customer making a proposal for a voluntary arrangement as defined in Section 1 of the Insolvency Act 1986;

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

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

10.2 Upon termination under Clause 10.1 the owner or its agents or representatives may enter (without prejudice to the Owner's claim for arrears of rent or damages for any breach of this Agreement or any of its other rights) any premises belonging to or in the occupation or control of the Customer without further permission and remove the Products.

10.3 Without prejudice to the provisions of Clauses 6 and 7, in the event of any termination of this Agreement and / or the renting of the products the Customer will immediately pay to the Owner;

10.3.1 As agreed compensation for loss of profit a sum equal to the aggregate of all Rental Charges which, but for termination, would have fallen due during the remainder of the Minimum Rental Period less a discount for early receipt of the Rental Charges which have not then become due, calculated on each of those Rental Charges at a rate equal to the lower of 2 per cent per annum and Barclays Bank base rate at the date of calculation over the period from the date of termination of this Agreement and / or the renting hereunder to the date such Rental Charge would otherwise, but for the termination, have become due; and

10.3.2 All arrears of Rental Charges and all other sums due hereunder and interest (if any) payable thereon; and

10.3.3 Such further amount as may at any time be specified by the Owner (taking into account any taxation payable by the Owner on such amount) as is necessary to maintain the Owner's net after tax rate of return on its funds invested in the acquisition and renting of the Products and all and any other sums due under this Agreement.

10.3.4 All costs incurred by the Owner in locating and recovering, storing, insuring and the sale of the Products in good order and condition and;

10.3.5 Any money the Owner makes from selling the Equipment (the "Products") will be rebated against the termination sum due from the Customer and after the deduction of Vat and any costs incurred in repossessing and selling the Equipment.

11. Software

Where the Equipment is or includes Software, You shall obtain all software licences necessary for the use and operation of the Equipment, comply with the terms of such software licences and indemnify Us against any claim made against Us for breach of such software licences. We do not licence the software and are not liable for any failure of any software.

12. This Agreement will be governed by and construed in accordance with the laws of England and the parties agree to the non-exclusive jurisdiction of the English Courts.

USE OF INFORMATION

Information you provide about yourself in this application may be passed to one or more finance companies for the purpose of organising finance on your behalf. The information may be used to search your records at one or more credit reference agencies, who will add to your record details of that search and your application. The records held by credit reference agencies may be shared with other organizations and used to make decisions about credit, insurance and other services you apply for in the future. A joint application may result in you being financially linked with the other party when future applications are considered. Credit scoring and other automated decision-making systems may be used in assessing your application. It is important that you give accurate information as the finance company will check details you provide with fraud prevention agencies and if you provide false or inaccurate information and the finance company suspects fraud this may be recorded. If you wish to know which finance companies have been supplied your details, you should contact the Equipment Supplier whose details appear overleaf. Your finance agreement is with the Finance Company whose details will be inserted in the box headed Owner's Name and Address overleaf. If you would like details of the information the Finance Company holds about you (a small fee may apply), write to the Finance Company. The Finance Company may add to your record with credit reference agencies details of this Agreement and your payment history. The data that the Owner collects from the Hirer may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for the Owner or for one of its suppliers. Such staff may be engaged in, among other things, the processing of the Hirer's payment details and the provision of support services. The Owner will take all steps reasonably necessary to ensure that the Hirer's data is treated securely and in accordance with this privacy policy.

CUSTOMER INITIALS