

# Unregulated Fixed Term Lease

This lease agreement ("**Agreement**") is made between Aldermore Bank PLC of 4th floor, Block D, Apex Plaza, Forbury Road, Reading, RG11AX (registered under the laws of England and Wales with company number 947662 and having VAT registration number: 681 3371 34) ("**Aldermore**", "**we**", "**us**", "**our**") and the customer whose particulars are set out below ("**Customer**", "**you**", "**your**") whereby Aldermore agrees to let and the Customer agrees to hire the Equipment specified below in accordance with the Terms.

**You are:** the Customer as shown below

**The Terms are:** the information shown below and the Terms of Agreement

**Agreement Number (to be completed by Aldermore Bank PLC):**

## Customer Details

Please use **BLOCK CAPITALS**

Full name / Trading Company name:

Partner's / Director's name(s):

Address:

Postcode:

Telephone number:

Mobile:

E-mail:

Main Contact Name:

Legal Entity:

Nature of business:

Company Reg No: (if applicable)

Equipment location (if different from the above address):

## Suppliers Details

Please use **BLOCK CAPITALS**

Name of Supplier:

Address of Supplier:

## Equipment Details

Please use **BLOCK CAPITALS**

| Qty | New/Used | Make/Model | Description of Equipment | Serial number | Year of Mfr |
|-----|----------|------------|--------------------------|---------------|-------------|
|     |          |            |                          |               |             |
|     |          |            |                          |               |             |
|     |          |            |                          |               |             |
|     |          |            |                          |               |             |
|     |          |            |                          |               |             |

Separate Equipment Schedule attached

## Lease Period

1) Lease Period (months in words):

## Schedule of Rentals

An initial Rental (ex VAT) of £ \_\_\_\_\_ is payable on the Agreement Start Date

Followed by subsequent Rentals payable as follows:

| No. of Rentals | Frequency | Rental (ex VAT) £ | Due/commencing on<br>(dd-mm-yyyy) |
|----------------|-----------|-------------------|-----------------------------------|
|                |           |                   |                                   |
|                |           |                   |                                   |
|                |           |                   |                                   |

A Documentation Fee (ex VAT): £ \_\_\_\_\_ is to be collected with the initial Rental payment.

## Maintenance

MAINTENANCE COLLECTION – Tick here

If you wish us to act as your agent for transmitting maintenance payments to the Supplier please tick the above box in which case the maintenance charge set out below will be payable by you to Aldermore on the same date and at the same frequency as the Rentals set out above. Clause 13 (Maintenance) of this Agreement will apply to the payment of the Maintenance Charge. You will not be entitled to terminate this Agreement if you have any issues with the Maintenance or the Maintenance Agreement is terminated.

Maintenance Charge: E \_\_\_\_\_ (ex VAT)

## Important – use of your information

### About us

In this notice we provide examples of how personal data is collected and how it is used. More information on this can be found by reviewing our full privacy policy. You can also contact our Data Protection Officer if you have any questions about this notice, would like further information about the points raised or to exercise any of your rights.

From time to time, and in particular when you provide us with additional personal information or add additional products, we may also provide you with additional service specific information about the use of your personal data which should be read alongside this notice.

### Our full privacy policy

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our **full privacy policy**, or you can ask us for a copy.

[www.aldermore.co.uk/legal/privacy-policy/](http://www.aldermore.co.uk/legal/privacy-policy/)

## Customer's Declaration

By signing this Agreement you confirm that:

- You have read and understand the Terms of Agreement, in particular clause 9 (Warranties and Exclusion of Liability) of the Agreement.
- The information given by you when applying to enter this Agreement is correct.
- The Supplier does not act as your agent. You confirm that the Supplier provided the Equipment and Aldermore is providing finance to you 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.
- Other than as shown in this Agreement you have not made any payment in relation to arranging or accepting this Agreement.
- You have read and agree with the "DATA PROTECTION STATEMENT" and "USE OF YOUR PERSONAL INFORMATION" sections on page 7/8 of this Agreement, and that you make the declaration contained within such page.

## 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

## Declaration by high net worth borrower or hirer (articles 60H(1) and 60Q of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

- I confirm that I have received a copy of the statement of high net worth made in relation to me for the purposes of article 60H(1)(d) or article 60Q(c) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
- I understand that by making this declaration I will not have the benefit of the protection and remedies that would be available to me under the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 if this Agreement were a regulated agreement under those Acts.
- I am aware that, if I am in any doubt as to the consequences of making this declaration then I should seek independent legal advice.

**The above declaration only applies where it is accompanied by a current high net worth statement in relation to the Customer**

## Your Signature For and on behalf of the Customer

Signature(s):

\_\_\_\_\_  
Title of Signatory(ies):  
\_\_\_\_\_  
\_\_\_\_\_

Name (Printed):

\_\_\_\_\_  
Position: (Director, Proprietor, Partner, etc):  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

## Aldermore Signature For and on behalf of Aldermore Bank PLC

Aldermore Signature:

Name (Printed):

Agreement Start Date:

\_\_\_\_\_

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

Please fill in the whole form using a ball point pen and send it to:

Aldermore Bank PLC  
 4th Floor Block D  
 Apex Plaza  
 Forbury Road  
 Reading  
 RG1 1AX

Service user number

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 6 | 5 | 5 | 3 | 4 | 9 |
|---|---|---|---|---|---|

Name(s) of account holder(s)

|  |
|--|
|  |
|  |

Reference

|   |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
| C |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|

**Instruction to your bank or building society**

Please pay Aldermore Bank PLC 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 Aldermore Bank PLC and, if so, details will be passed electronically to my bank/building society.

Bank/building society account number

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|

Branch sort code

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Name and full postal address of your bank or building society

|                 |                       |
|-----------------|-----------------------|
| To: The Manager | Bank/building society |
| Address         |                       |
|                 |                       |
| Postcode        |                       |

|              |
|--------------|
| Signature(s) |
|              |
| Date         |

Banks and building societies may not accept Direct Debit Instructions for some types of account

DD12



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 Aldermore Bank PLC will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Aldermore Bank PLC to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by Aldermore Bank PLC 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 Aldermore Bank PLC 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.

# Terms of Agreement

## 1. The Equipment and Lease Period

1.1 This Agreement shall come into effect on the date it is signed by Aldermore. Aldermore agrees to allow you to take on hire the Equipment described on page 1 of this Agreement and/or the separate Equipment Schedule (as applicable) (the "Equipment") on the Terms set out in this Agreement.

1.2 The Agreement is for the Lease Period set out on page 1 of this Agreement. The hiring of Equipment will start on the Agreement Start Date set out on page 2 of this Agreement and, unless terminated earlier in accordance with the terms of this Agreement, will continue for the Lease Period.

1.3 On expiry or termination of the hiring of the Equipment for any reason, you shall return the Equipment to Aldermore in accordance with clause 12 (Return of the Equipment).

## 2. Delivery of Equipment and Inspection

2.1 You are responsible for collecting and taking delivery of the Equipment. You declare that you have selected the Equipment and that it is satisfactory to your requirements in every respect. You agree to inspect the Equipment on delivery and to notify Aldermore immediately, in writing, of any defect. If you fail to notify Aldermore in writing of any defect within 5 days of delivery of the Equipment, you shall be deemed to have accepted the Equipment as satisfactory and fit in all aspects.

2.2 You will allow Aldermore or its duly authorised agent(s) or representatives access upon reasonable notice at any time to inspect the Equipment and any records, log book, manual or hand book, forming part of the Equipment.

## 3. Use of Equipment

3.1 You are responsible for any loss, theft, destruction of or damage to the Equipment on the date of delivery to you until it is sold, recovered by Aldermore or otherwise disposed of.

3.2 You shall keep the Equipment properly serviced, maintained and in good repair and condition and will pay all costs necessary to do so. All servicing and maintenance must be carried out by properly trained and qualified personnel, strictly in accordance with the recommendations of the manufacturer of the Equipment. Any replacement parts and lubricants used must be manufactured to the standard and specification recommended by the manufacturer of the Equipment and you shall maintain complete records of all service, maintenance and repair to the Equipment. All replacement parts fixed to the Equipment will belong to Aldermore and will be subject to the terms of this Agreement.

3.3 The Equipment will remain personal and moveable property even if temporarily fixed to land or buildings and if the Equipment becomes fixed to land or buildings you will make sure that any person who has an interest in the land from time to time gives Aldermore, in writing, a waiver of any right to the Equipment and a right to enter land and remove the Equipment. If requested by Aldermore you will attach Aldermore's name plate to the Equipment.

3.4 You will tell Aldermore immediately if you change your address. You will not change the location of the Equipment from the locations shown on page 1 of this Agreement (or in any Equipment Schedule) without Aldermore's prior written consent. You will not take the Equipment outside the United Kingdom without Aldermore's previous written consent for the agreed period of time. On each occasion that you require the Equipment to leave the United Kingdom you will require additional written consent from Aldermore unless previously agreed by Aldermore in writing.

3.5 You will ensure that the Equipment is always used legally (which, for the avoidance of doubt, means in accordance with any statute or other rule, regulation or order) and in a careful and proper manner by properly trained and skilled personnel in strict accordance with the operating instructions issued by the manufacturer of the Equipment and the government, agency or any statutory authority.

3.6 You will keep the Equipment in your possession and under your control and shall keep the Equipment free from any lien, pledge, charge, hypothec or other encumbrance. You will not sell (or attempt to sell), assign, transfer, mortgage, lend, let, sublet, license or give the Equipment to anyone or otherwise part with possession of the Equipment without Aldermore's prior written consent.

3.7 You will not make any alterations to the Equipment without Aldermore's prior written consent unless the manufacturer has recommended such alteration or you are legally obliged to do so and you will notify Aldermore immediately of any such alteration and if any hubometer, odometer, hour clock or similar usage measuring device attached to or incorporated in the Equipment fails temporarily or permanently or is replaced.

3.8 During the hire period and until termination or expiry of this Agreement, you will at all times, at your cost, maintain in full force and effect, all permissions, certificates, licences, registration, permits and authorisations required by any governmental or statutory authority in connection with the Equipment and/or the premises in which the Equipment is kept.

3.9 You will not permit the Equipment to be used in contravention of any patents or other intellectual property rights of third parties.

3.10 Where the Equipment 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 Aldermore against any claim made against Aldermore for breach of such software licences. Aldermore does not license any software and is not liable for any failure of any software.

## 4. Payment of Rentals

4.1 You shall pay to Aldermore the Rentals as set out on page 1 of this Agreement and any other payments specified on pages 1 and 2 (or otherwise) of this Agreement at the times shown there or at such other times as Aldermore may notify to you on or before the due dates.

4.2 Punctual payment by Direct Debit is a condition of and is essential to this Agreement. If you stop paying by Direct Debit and pay Aldermore by some other method not agreed in writing by Aldermore, then Aldermore shall be entitled to increase every Rental so paid by 3% to cover its additional administration costs.

4.3 You shall pay interest on all sums payable under this Agreement which are overdue at 5% per annum above Finance House Base Rate as from time to time published. Interest will accrue on a day to day basis from the due date until the date of payment after as well as before any judgment or decree. Such interest is payable on demand and without prejudice to any other right or remedy which Aldermore may have under this Agreement.

4.4 Subject to clause 13.1(f), all Rentals and other sums due under this Agreement from you to Aldermore shall be paid without demand by Direct Debit or any other means agreed in writing by Aldermore and shall be paid without any deduction, set-off, counterclaim or withholding whatsoever. There shall not be any rebate or deferral of any payment during any period in which the Equipment is not working, is not in your possession, is unserviceable or is unavailable for use for any reason.

4.5 All sums due to Aldermore under this Agreement are (unless otherwise stated) exclusive of VAT, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply and shall be paid by you.

4.6 The Rentals and the amounts payable under clauses 8.2 and 11 (Consequences of Termination) are calculated assuming that:

- (a) the rate of corporation tax in the United Kingdom for companies shall remain at the rate applicable as at the date of this Agreement throughout the Lease Period;
- (b) the law and practice in the United Kingdom relating to taxation of companies and groups of companies as it affects the transaction recorded in this Agreement remains throughout the Lease Period the same as at the date of this Agreement; and
- (c) subject to section 220 of the Capital Allowances Act 2001, Aldermore shall qualify for writing-down allowances at the rate applicable as at the date of this Agreement on the whole of its expenditure incurred in the provision of the Equipment in Aldermore's accounting period in which the expenditure is incurred and at the same rate on Aldermore's qualifying expenditure in each of Aldermore's subsequent accounting periods.

4.7 If at any time or times any of the assumptions set out in clause 4.6 shall not be realised and as a result the aggregate of the Rentals paid and to be paid during the Lease Period would result in Aldermore's net rate of return being different from that which Aldermore would have received had the assumptions been realised then Aldermore may by notice to you adjust the Rentals or require a lump sum payment where the Lease Period has ended and when appropriate calculate or recalculate (if previously notified to you) the amounts payable under clauses 8.2 and 11 (Consequences of Termination) by the amount which Aldermore determines to be necessary to maintain Aldermore's net rate of return as if the assumptions had been realised in full.

4.8 In clauses 4.6 and 4.7:

- (a) Aldermore's net rate of return means the net rate of return on Aldermore's investment in the acquisition, leasing and disposal of the Equipment being determined on the basis that the assumptions set out in clause 4.6 are realised, the aggregate of the Rentals payable during the Lease Period are paid when due and Aldermore does not record a pre-tax loss on the transaction recorded by this Agreement;
- (b) references to Rentals shall be deemed to be references to the rentals set out on page 1 of this Agreement or as such rentals may already have been adjusted under the terms of this Agreement; and
- (c) references to Aldermore shall be deemed to be references to the legal owner of the Equipment.

## 5. Customer's Representations, Warranties and Undertakings

5.1 You represent and warrant to Aldermore that:

- (a) you are (as applicable) a corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation or a natural person, with full legal capacity to execute, deliver and perform its obligations under this Agreement or a limited liability partnership, duly established and validly existing under the laws of its jurisdiction of establishment;
- (b) you have the power to own your assets and carry on your business as it is being conducted;
- (c) you have the power to enter into, perform and deliver, and have taken all necessary action to authorise your entry into, performance and delivery of this Agreement (and any required security agreement);
- (d) there are no constraints on your ability to enter into this Agreement (and any required security agreement) and nothing in this Agreement will cause any borrowing limit imposed on you to be exceeded;

- (e) the entry into and performance of the obligations and transactions contemplated by this Agreement (and any required security agreement) will not conflict with any law or regulation applicable to you, any of your constitutional documents or any agreement or instrument binding upon you or any of your assets; and
- (f) to your best knowledge and belief no litigation, arbitration, administrative or (as applicable) bankruptcy proceedings which could or would have a material adverse effect on your financial condition or operations or upon your ability to perform your obligations under this Agreement (and any required security agreement) is current, pending or is threatened against you or any of your assets and neither you nor any of your assets are subject to any individual voluntary arrangement.

5.2 You agree to keep Aldermore informed of the financial progress of your business and at Aldermore's request supply to Aldermore a copy of every balance sheet and accounts sent by you to your shareholders and such other information as Aldermore may from time to time require concerning your financial position or the Equipment and its use.

## 6. Indemnity

6.1 You agree to indemnify Aldermore against all loss, actions, claims, demands, proceedings (whether criminal or civil), costs, legal expenses (on a full indemnity basis), insurance premiums and calls, liabilities, judgments, damages or other sanctions whenever arising directly or indirectly from your hiring, possession, operation or use of the Equipment under this Agreement or otherwise from your failure or alleged failure to carry out your duties under this Agreement, or by reason of any loss, injury or damage suffered by any person including, without limitation, Aldermore from the presence of the Equipment or the delivery, possession, hiring, transportation, condition, use, operation, removal, return, sale or disposal by Aldermore, or any defect in the Equipment or the design, manufacture, testing, maintenance or overhaul of it or Aldermore exercising any right in respect of the Equipment or its ownership or hiring. The provisions of this clause 6.1 shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.

## 7 Insurance

7.1 You must at your own expense insure the Equipment with a reputable insurer on an all risks basis with no unusual excess and no exclusions for its full replacement value and against third party liability, in each case in an amount satisfactory to Aldermore. You must arrange to note Aldermore's interest on any policy of insurance as the owner of the Equipment and loss payee of any insurance proceeds. You must produce evidence of such insurance to Aldermore on demand. If you fail to insure the Equipment or fail to provide evidence on request then Aldermore shall have the right but not the obligation to insure it at your expense and to increase the Rentals payable under this Agreement accordingly.

7.2 If you make an insurance claim, then you must notify Aldermore immediately.

7.3 You shall hold any insurance monies which you receive in respect of the Equipment on trust for Aldermore. Aldermore may apply any insurance monies (at its option) towards the cost of repair or reinstatement of the Equipment or towards payment of any sum or sums due to Aldermore under this Agreement.

## 8. Total Loss

8.1 If the Equipment is lost, stolen or (in Aldermore's or the insurer's opinion) cannot be economically rectified (a "Total Loss"), you must tell Aldermore immediately and the hiring of the Equipment will terminate automatically. If there is more than one item of Equipment and not all the Equipment suffers such Total Loss, then the hiring will terminate only in relation to the item or items in question and Aldermore reserves the right to vary the Rentals accordingly.

8.2 On the expiry of 30 days after a Total Loss, or such period of time agreed in writing by Aldermore required to enable a claim to be made to the insurers after the occurrence giving rise to such Total Loss, you agree to pay to Aldermore an amount equal to the sum calculated under the provisions of clause 11.1 as if Aldermore had lawfully terminated the hiring of the Equipment under clause 10 (Termination) on the date of such Total Loss, save that in such calculation, deduction of the net proceeds of sale shall be replaced by deduction of the amount of any insurance money that has been received by Aldermore prior to the expiry of the 30 days, or such period of time agreed in writing by Aldermore, under the policy or policies maintained in compliance with clause 7 (Insurance) and provided that such sums shall be paid together with accrued interest thereon calculated in accordance with clause 4.3 from the date of the Total Loss until the date of payment. On Aldermore's receipt of the amount set out in this clause 8.2, this Agreement, or such part of this Agreement as it relates to the Equipment the subject of the Total Loss, shall terminate. Any Rentals remaining to be paid in respect of the remaining Equipment shall be recalculated by Aldermore to maintain its net rate of return and notified to you.

8.3 You are solely responsible for and agree to indemnify Aldermore in respect of all loss or damage to the Equipment (insofar as Aldermore shall not be reimbursed by the proceeds of insurance) however caused occurring at any time before physical possession of the Equipment is taken by Aldermore.

8.4 You will use your best endeavours to ensure prompt payment of any insurance proceeds to Aldermore.

## 9. Warranties and Exclusion of Liability

9.1 You are responsible for choosing the Equipment and making sure that it is fit and suitable for its purpose. Aldermore is not a dealer or expert in the Equipment and has given no advice or assurances about the Equipment or its quality or suitability. The Equipment is acquired by Aldermore at your request solely for the purpose of hiring the Equipment to you.

9.2 Aldermore agrees that upon request and at your cost and expense to assign to you the benefit of all express warranties granted in Aldermore's favour in relation to the Equipment by the Supplier, the manufacturer or otherwise by any third party.

9.3 You and Aldermore recognise that there is a risk that the Equipment may not perform as expected and may not be satisfactory to you and appreciate that the allocation of risk is a matter of agreement between the parties. You and Aldermore have agreed that you shall bear this risk on the terms set out in this clause 9.

9.4 If the law requires terms to be implied into this Agreement, then you and Aldermore hereby agree that Aldermore is not liable for any breach of such terms as if the breach of any such term had been allocated differently, Aldermore would have increased the amount of the Rentals payable or would have not entered into this Agreement.

9.5 The Equipment is not hired to you with any guarantee, warranty, term, condition or representation (express or implied) about the condition, description, suitability, quality, fitness for purpose, performance or age of the Equipment. All guarantees, warranties, terms, conditions and representations implied by statute or otherwise are expressly excluded to the maximum extent permitted by law.

9.6 Aldermore's liability to you for any breach of this Agreement shall not under any circumstances exceed an amount equal to 50% of the total Rentals due under this Agreement.

9.7 Aldermore shall not be liable to you:

- under contract or in tort for loss, injury or damage arising by reason of any defects in the Equipment, whether such defects be latent or apparent on examination (other than liability for death or personal injury arising from Aldermore's negligence);
- for any statement, term, condition, warranty or representation made by any supplier, dealer, agent, broker or other person through whom this transaction may have been introduced, negotiated or conducted (and persons other than those employed by Aldermore have no authority, express or implied, to act as Aldermore's agent);
- either for any loss suffered by you as a result of the Equipment or any part of the Equipment being unusable, or to supply any replacement equipment (or any part) during any period when the Equipment or part of it is unusable;
- for any loss or damage incurred or sustained by you in consequence of Aldermore terminating the hiring under clause 10 (Termination) or in re-taking possession of the Equipment.

9.8 Aldermore gives no warranties that the Equipment does not or that your use of the Equipment will not infringe any patents, trademarks, registered designs, copyrights or intellectual property rights owned or possessed by any third party and Aldermore shall not be liable to you for any loss suffered by you in any way as a result of any infringement.

9.9 You represent and warrant to Aldermore that you have obtained from the Supplier of the Equipment appropriate and prudent representations and warranties in relation to the Equipment.

9.10 Nothing in this Agreement shall exclude or limit Aldermore's liability in relation to:

- any death or personal injury arising from Aldermore's negligence or that of Aldermore's employees;
- any act of fraud committed by Aldermore or any fraudulent misrepresentation made by Aldermore; or
- any other liability which cannot be excluded by law.

9.11 In no event will Aldermore be liable to you in contract, tort or other area of law including any liability for negligence:

- for any loss of revenue, business, anticipated savings or profits or any loss of use or value; or
  - for any indirect or consequential loss or damage,
- in each case, however caused or arising, even if foreseeable.

## 10. Termination

10.1 The hiring of the Equipment under this Agreement will terminate on Aldermore giving written notice to this effect to you, and Aldermore may repossess the Equipment at any time, following the occurrence of any of the events below:

- you fail to pay any sum payable due to Aldermore under this Agreement within 3 days of its due date for such payment;
- you breach any other term of this Agreement and in the case of a remediable breach, such breach is not remedied within 3 days of its occurrence;
- you have made any representation or provided any information to Aldermore from time to time in connection with the negotiation or continuation of this Agreement and such representation or information provided is found to be incorrect as to a particular which, in the opinion of Aldermore, is material;
- you cease or threaten to cease to carry on business or if there is any change in your direct or indirect ownership, whether legal or beneficial, or in the control of you from that existing at the date of this Agreement. For the purposes of this Agreement, control has the meaning ascribed to it in section 1124 of the Corporation Tax Act 2010;
- any event occurs which has or is likely to have in Aldermore's opinion a material adverse effect on your business, properties or condition, financial or otherwise, or on your ability to duly perform and observe any of your obligations under this Agreement;



- (f) you do anything which may prejudice Aldermore's rights to or in the Equipment;
- (g) you are in material default under any other agreement at any time executed with Aldermore;
- (h) you or any company in your Group of Companies breaches a term of any agreement from time to time made between (i) you or any company which is a member of your Group of Companies and (ii) Aldermore or any other company which is a member of Aldermore's Group of Companies;
- (i) you or any other company in your Group of Companies defaults under any finance product with any third party or Aldermore, including but not limited to a finance agreement or other agreement or obligation relating to borrowing or under any guarantee; or
- (j) any other agreement or the hiring thereunder between you or any company in your Group of Companies is terminated by Aldermore or terminated automatically.

- (b) store the Equipment at your premises or at such address in the United Kingdom as Aldermore may request until the return of the Equipment to Aldermore;
- (c) without prejudice to the foregoing, allow Aldermore, its nominated agent(s) or representatives access to any premises where the Equipment may be for the purpose of inspecting and removing it and if Aldermore is required to carry out any service, maintenance, repair or other work to the Equipment so as to put it in the condition specified in clause 3 (Use of Equipment) or to discharge any of your obligations referred to in that clause you shall reimburse Aldermore the costs and expenses thereof together with VAT upon demand.

10.2 Aldermore may terminate this Agreement and the hiring of the Equipment, and repossess the Equipment, immediately and without notice if:

- (a) the Equipment (or any part of it) becomes an actual or constructive Total Loss;
- (b) you become or are deemed to become insolvent or unable to pay your debts within the meaning of, as appropriate, section 123 or sections 222, 223 or 224 of the Insolvency Act 1986;
- (c) a winding-up or an interim or bankruptcy petition is presented in respect of you; or a sequestration order is made against you or you receive a statutory demand under the Insolvency Act 1986 or the Bankruptcy (Scotland) Act 1985;
- (d) you enter into liquidation whether compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation);
- (e) a provisional liquidator is appointed in respect of you;
- (f) notice of intention to appoint an administrator is filed at court or an application for an administration order is issued by the court in respect of you;
- (g) an administrator, administrative receiver, receiver or manager is appointed in respect of the whole or any part of your assets or any steps are taken to appoint the same;
- (h) you propose to enter into any composition or arrangement with your creditors generally or any class of creditors or call a meeting of your creditors;
- (i) where you are a partnership, the partnership is dissolved; or any of the partners dies;
- (j) any other steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of you;
- (k) you are subject to an event similar to any event set out in clauses 10.2(b) to 10.2(j) in any other jurisdiction; or
- (l) any event set out in clauses 10.2(b) to 10.2(k) occurs in relation to any guarantor of your obligations under this Agreement.

## 11. Consequences of Termination

11.1 Upon the hiring of the Equipment being terminated under clause 10 (Termination), you shall pay to Aldermore:

- (a) all arrears of Rentals, payments and other sums due up to the date of termination including any interest due on any unpaid amounts;
- (b) a sum equal to all Rentals which but for the termination of the hiring of the Equipment would have become due and payable during the remainder of the Lease Period referred to on page 1 of this Agreement, each discounted at the rate of 2% per annum from the date of termination to the date the Rental would have been due;
- (c) all costs, losses expenses (including legal fees) and liabilities incurred by Aldermore directly or indirectly in connection with terminating or redeploying any funding arrangement (including but without limitation any swap) in place in respect of this Agreement on or following the termination or expiry of this Agreement;
- (d) damages for any breach of this Agreement and all expenses and costs incurred (including legal fees) by Aldermore in retaking possession of and selling or attempting to sell the Equipment and/or enforcing Aldermore's rights under this Agreement; and
- (e) all interest accrued on the amounts payable under (b) to (d) above.

11.2 After termination of the hiring of the Equipment, Aldermore will, if in possession of the Equipment, try to sell the Equipment and should Aldermore do so Aldermore shall credit to your account the net proceeds of sale of the Equipment (excluding VAT and costs of repossession, insurance, storage and sale incurred by Aldermore, including legal fees), less any amounts due by you under this Agreement.

## 12. Return of the Equipment

12.1 Upon termination of the hiring of the Equipment (other than upon the occurrence of a Total Loss) or the expiration of the hiring of the Equipment, you agree to continue to carry out your obligations under this Agreement until the delivery up to Aldermore of the Equipment and at your cost and expense (including the cost of removal and dismantling costs) shall:

- (a) re-deliver the Equipment serviced and maintained and in good repair and working order as provided in clause 3 (Use of Equipment) together with all records, log book, manuals and hand books to Aldermore at such address as Aldermore may designate and in a condition that complies in all respects with the terms of this Agreement;

## 13. Maintenance

13.1 Where you have entered into a separate maintenance or service agreement with the Supplier or any other service provider ("Maintenance Provider") to provide maintenance services ("Maintenance") in respect of the Equipment ("Maintenance Agreement"), and have indicated on page 2 of the Agreement that you wish Aldermore to be your agent for the purposes of transmitting the Maintenance Charges due under that Maintenance Agreement to the Supplier, you accept that:

- (a) the Maintenance Provider will perform the Maintenance on the terms set out in the Maintenance Agreement. Aldermore is not responsible for performing the Maintenance and Aldermore shall not have any liability to you if the Maintenance Provider fails to perform its obligations to you;
- (b) Aldermore will collect the Maintenance Charge in addition to the Rentals due and shall pay the Maintenance Charge over to the relevant Maintenance Provider on your behalf. Any payments received from you shall be allocated firstly towards the sums due to Aldermore in respect of the hiring of the Equipment and secondly to the Maintenance Charge due to the Maintenance Provider;
- (c) if that Maintenance Agreement allows the Maintenance Provider to vary the Maintenance Charge, then Aldermore will collect the varied Maintenance Charge if and when any notice is received by Aldermore from that Maintenance Provider;
- (d) the Maintenance Agreement is entered into between you and the Maintenance Provider and Aldermore will not be responsible in any way for either the carrying out or the adequacy of that Maintenance;
- (e) if you fail to pay the Maintenance Charge, Aldermore will not pay the Maintenance Provider who then may cancel the Maintenance Agreement. Such cancellation will not affect your obligations to Aldermore under this Agreement, save that the Maintenance Charge will not thereafter be payable to the Maintenance Provider through Aldermore;
- (f) if the Maintenance Provider breaches any of its obligations under the Maintenance Agreement you shall not be entitled to terminate this Agreement. Your sole remedy shall be to stop paying the Maintenance Charge to Aldermore after giving Aldermore 30 days' prior written notice. Save as provided in this clause 13.1(f) you must continue to pay the Rentals and all other sums due under this Agreement in accordance with clause 4.4 above even if the Maintenance Provider breaches any of its obligations under the Maintenance Agreement; and
- (g) if the Maintenance Provider is in material or persistent breach of its obligations, you may, subject to Aldermore's prior written approval, appoint an alternative maintenance provider to provide any required maintenance in respect of the Equipment, in which case you can either make payment directly to the new maintenance provider or, ask Aldermore to make payment for that maintenance directly to the new maintenance provider (in which case, such new maintenance provider shall be deemed to be the Maintenance Provider for the purposes of this Agreement).

## 14. General

14.1 You confirm that the information provided by you (including that set out in this Agreement) is true and complete and you acknowledge and agree that such information, together with any appendices signed by you, form a part of this Agreement.

14.2 Any notice required under this Agreement will be properly served only if in writing and sent by email or prepaid letter, post or delivered by hand to the addressee at the address shown on page 1 of this Agreement or the last known address of the addressee. Notice will be effective at the time of sending if sent by email, 72 hours after posting if sent by prepaid letter and at the time of delivery if delivered by hand. If your address changes from that as shown on page 1 of this Agreement you must notify Aldermore immediately.

14.3 If you are more than one person, your obligations will be binding on each person separately and all persons jointly.

14.4 Aldermore's rights under this Agreement will not be affected by any forbearance or concession made by Aldermore to you. No relaxation or indulgence which Aldermore may extend to you shall prejudice Aldermore's strict rights under this Agreement.

14.5 In negotiations for this Agreement only persons expressly authorised in writing by Aldermore have had authority to act as Aldermore's agent.

14.6 This Agreement contains all the terms agreed between the parties except variations recorded in writing and signed by an authorised employee of Aldermore and you.

14.7 Aldermore shall be entitled to assign or transfer all or any of its rights under this Agreement without your consent. You shall not assign, transfer, hold on trust or otherwise dispose of any of your rights and/or obligations under this Agreement.

14.8 If you incur any liability to Aldermore or Aldermore's Holding Company or any of Aldermore's Subsidiaries, Aldermore may set-off such liability against any sum that may otherwise be due to you under the terms of this Agreement.

14.9 You must not do or allow to be done anything that Aldermore reasonably believe may put at risk the performance of your obligations under this Agreement.

14.10 If you are a limited company or partnership you must not cause or allow any change in your control.

14.11 References to statutes and subordinate legislation shall be construed as references to those statutes or that subordinate legislation as respectively replaced, amended or re-enacted from time to time.

14.12 For the purposes of this Agreement, Group of Companies means the relevant company, any Subsidiary (as defined in section 1159 of the Companies Act 2006) of the relevant company, any Holding Company (as defined in section 1159 of the Companies Act 2006) of the relevant company and any Subsidiary of any Holding Company of the relevant company, in each case for the time being, and member of the relevant company's Group of Companies shall be construed accordingly.

14.13 If you were introduced to Aldermore by a broker or third party ("Introducer"), Aldermore will usually pay commission to the Introducer. Aldermore has no objection to you asking the Introducer for details of any commission payable. By signing this Agreement you are consenting to Aldermore paying commission to an Introducer.

14.14 Each of the provisions contained in this Agreement shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, the validity, legality and enforceability of each of the remaining provisions of this Agreement under the laws of any jurisdiction shall not in any way be affected, prejudiced or impaired thereby.

## 15. Expenses

15.1 You shall repay on demand Aldermore's expenses and all legal costs on a full indemnity basis for:

- (a) any Direct Debits or cheque payments that have been returned to Aldermore unpaid; and/or
- (b) finding your address if you change address without notifying Aldermore in accordance with clause 14.2; and/or
- (c) finding the Equipment (or any part) if it is not at the address notified by you; and/or
- (d) the appointment of administrators; and/or
- (e) taking steps including court action to recover the Equipment (or any part) or to obtain payment for it.

15.2 You shall pay on demand Aldermore's reasonable expenses in relation to any letter that Aldermore may send to you and any reasonable expenses incurred by Aldermore:

- (a) where the standing order or direct debit payment is not made by its due date, for whatever reason;
- (b) in preparing a default notice or termination notice;

(c) in writing a letter before action;

(d) in respect of the rescheduling of the Agreement; and/or

(e) in respect of an arrears visit.

15.3 You shall pay on demand Aldermore's reasonable expenses in relation to additional services that Aldermore provide at your request including (but not limited to) full or partial novation of the Agreement. Aldermore's full tariff of current charges can be supplied on request.

## 16. Consolidation

16.1 Under this Agreement and any other agreement between Aldermore and/or a member of Aldermore's Group of Companies and you and/or any member of your Group of Companies (a "Relevant Agreement"), Aldermore shall be entitled to consolidate all of your or any other company in your Group of Companies liabilities. When calculating any amount due to or by Aldermore under a Relevant Agreement, Aldermore may (but shall not be obliged to) at any time without prior notice set-off or apply any debit balances against credit balances on or under any Relevant Agreement and/or set-off or apply:

- (a) any sums paid to Aldermore or any other company in Aldermore's Group of Companies under a Relevant Agreement;
- (b) any net sale proceeds realised on the disposal of the Equipment;
- (c) any net sale proceeds realised on disposal of any other equipment or goods the subject of a Relevant Agreement; or
- (d) any damages and/or sums awarded to Aldermore or any other company in Aldermore's Group of Companies, following judgment of an issue arising from a Relevant Agreement, against any losses realised pursuant to a Relevant Agreement, against any sum due by you or any other company in your Group of Companies to Aldermore or any other company in Aldermore's Group of Companies under a Relevant Agreement. The terms of this clause 16.1 shall be deemed incorporated into all Relevant Agreements.

## 17. Electronic Signature

17.1 This Agreement may be signed by the parties by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000

## 18. Governing Law

18.1 This Agreement and all claims and disputes between the parties to this Agreement arising out of or in connection with this Agreement (whether or not contractual in nature) shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to determine any disputes arising out of or in connection with this Agreement and the parties to this Agreement submit to the exclusive jurisdiction of the courts of England in relation to all disputes.

## Data Protection Statement – Please note

### What personal data do we collect from you and how do we collect it?

We may collect certain personal data which (either on its own or when combined with other information we hold about you) allows us to identify you as an individual and which is about you. You can see details of the types of personal data we may collect about you in our [full privacy policy](#).

We will generally collect your personal data directly from you, or via third parties such as brokers or intermediaries. However, we may also collect data from and/or combine your personal data with information from other sources such as Credit Reference Agencies (CRAs) or fraud prevention agencies, and publicly available sources such as social media and Companies House. You can see details of such other sources in our [full privacy policy](#).

### What do we do with your data and who might we share it with?

We process your data to provide you with the product or service you are using, in accordance with our contract, or to take steps to enter into a contract in respect of a product or service you have requested. We may also use your personal data to comply with our legal obligations, such as detecting and monitoring fraud and other financial crime, and complying with our regulatory obligations.

Some of our processing of your personal data is done on the basis that it is necessary for our legitimate interests in running an efficient and effective bank, including administration, records keeping and governance, improving our products and services and for marketing research and developing statistics, as well as some profiling and automated decision making. We also process your personal data for matters of substantial public interest, such as protecting vulnerable customers or detecting and preventing fraud.

These activities may include sharing your personal data with third party service suppliers such as payment service providers. Other uses of personal data will be to ensure that we can meet our legal and regulatory obligations (and the regulator's expectations) such as meeting audit requirements. We share your information within the Aldermore Bank Group and our contracted third parties who either provide a service to us or you.

We may also, from time to time, ask you for your consent for other purposes, which we will explain to you at the time. Much of what we do with your personal data is not based on your consent and is instead based on other legal grounds. However, for processing that is based on your consent, you have the right to revoke that at any time.

More details about why we use your personal data, who we share it with and how and when you can withdraw your consent can also be found in our [full privacy policy](#).

### Individuals you have financial links with

We may also collect personal information about other individuals who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries, guarantors or people you have commercial links to, for example beneficial owners, directors, shareholders, employees and officers of your company.

We will collect this information to assess any applications, provide the services requested and to carry out Anti - Money Laundering and fraud prevention checks. You can find out more about how we process personal information about individuals with whom you have a financial link in our [full privacy policy](#).

### Transferring data abroad?

We will only send your data outside of the European Economic Area (EEA) to follow your instructions, comply with a legal duty or work with our agents and advisers who we use to help run your accounts and services. Safeguards that we put in place include contractual obligations imposed on the recipients of your personal data to require them to protect your personal data to the standard required in the EEA. More information on this can be found in our [full privacy policy](#).

### How we use credit reference and fraud prevention agencies

In order to process your application we will supply your personal information to CRAs including how you use our products and services and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time, information on funds going into the account, the balance on the account and, if you borrow, details of your repayments or whether you repaid on time. CRAs will share your information with other organisations, for example other organisations that you ask to provide you with products and services. Your data will also be linked to the data of any joint applicants or

other financial associates as explained above. You can find out more about the identities of the CRAs, and the ways in which they use and share personal information here: [www.experian.co.uk/crain/index.html](http://www.experian.co.uk/crain/index.html)

The personal information we have collected from you and anyone you have a financial link with may be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies can be found in our **full privacy policy**.

#### **Data privacy notices from other organisations**

Fraud Prevention Agencies and CRAs will use your personal data to perform their services or functions as data controllers in their own right. These notices are separate to our own. Additionally, where a broker or other intermediary processes your personal data as a data controller in its own right, its own privacy notice will apply and you should ask them for a copy if you have not received one by the time you are introduced to us.

## **Use of your personal information**

### **Use of your personal information**

What are your rights over your personal data?

You have a number of rights in relation to your personal data. You can find more information in our full privacy policy or by contacting us if you wish to exercise any of the following rights.

- to request access to your personal data and to obtain information about how we process it
- to object to the processing of your personal data
- to restrict processing of your personal data
- to have your personal data erased
- to have your personal data corrected if it is inaccurate and to have incomplete data completed
- to move, copy or transfer your personal data
- Rights in relation to automated decision making including profiling

The right to complain to the Information Commissioner's Office [[www.ico.org.uk](http://www.ico.org.uk)] who regulates the processing of personal data in the UK.

### **Marketing**

We will keep you informed about our products and services similar to those you already have, although you can opt out of receiving this at any time by logging on to your account where online access is provided, writing to us or emailing us at any of the contacts published on our website.

### **Contact us**

Data Protection Officer  
Aldermore  
1st Floor, Block B, Western House  
Lynch Wood  
Peterborough  
PE2 6FZ

Email: [DPO@aldermore.co.uk](mailto:DPO@aldermore.co.uk)