

AGENCY PURCHASE AGREEMENT WITH THIRD PARTY

THIS AGREEMENT is made the _____ day of _____ [England only]

BETWEEN

(1) **ALDERMORE BANK PLC**, a company incorporated under the laws of England (Registered Number 00947662) and whose registered office is at Apex Plaza, Forbury Road, Reading RG1 1AX (**Aldermore**); and

(2) _____
a company incorporated under the Companies Acts (Registered Number _____)

and whose registered office is at _____

(the **Agent**).

AGREED TERMS

1 INTERPRETATION

1.1 Definitions

In this agreement:
Anticipated Price _____ (exclusive of VAT);
Business Day a day (other than a Saturday or Sunday) on which banks are open for general business in London;
Final Date _____
Goods the goods listed in Schedule 1 to this agreement;
Order any order for Goods place by the Agent pursuant to clause 2.2 below; and
Supplier any manufacturer or supplier named in Schedule 2 to this agreement.

1.2 Construction

In this agreement:
1.2.1 **due** means due, owing or payable;
1.2.2 references to other documents include any amendments made to those documents;
1.2.3 references to statutory provisions refer to those provisions as amended, extended or re-enacted and include any statutory replacement;
1.2.4 **includes** and **including** means including but without limiting;
1.2.5 references to Aldermore and the Agent shall include their successors and permitted assigns/assignees;
1.2.6 **assets** includes present and future properties, revenues and rights of every description.
1.2.7 references to the date of this agreement shall, if this agreement is governed by the laws of England, be

to the date of this agreement and, if this agreement is governed by the laws of Scotland, be to the last date of execution of this agreement.

Each of Schedule 1 and Schedule 2 is incorporated in and forms part of this agreement.

2 APPOINTMENT

2.1 Aldermore appoints the Agent, with effect from the date of this agreement, as agent of Aldermore to purchase the Goods from any of the Suppliers for an amount in aggregate not exceeding the Anticipated Price subject to the provisions of this agreement and to arrange for and take delivery of the Goods.

2.2 The Agent will place Orders for the Goods from the Supplier or Suppliers in its own name (as Aldermore's agent). All invoices shall be addressed to the Agent. The Agent will hold and deal in all respects with all interest and liabilities arising thereunder on Aldermore's behalf. The Agent is responsible for all dealings with the Supplier and the Supplier does not act as agent of Aldermore and Aldermore is not liable for any act of or statement or warranty made by the Supplier.

2.3 The Agent shall maintain separate accounting records in the name of Aldermore in respect of all Orders and shall ensure that all letters and other correspondence, invoices, receipts and documents of whatever nature relating to any Order are kept in its possession, safe and undefaced. The Agent shall permit Aldermore and any other person authorised by it to inspect and copy such documents during usual business hours and shall provide to Aldermore such further information relating to any Order which Aldermore may from time to time reasonably require.

2.4 The Agent shall procure that in relation to the purchase of the Goods:

2.4.1 the aggregate purchase price of the Goods shall not exceed the Anticipated Price (or such other price as may be agreed between the parties in writing);

2.4.2 title to the Goods purchased shall pass directly from the Supplier to Aldermore, free from all encumbrances, upon or before payment of the purchase price by the Agent and the Agent shall execute all documents and do all things necessary to ensure that good title passes from the Supplier to Aldermore;

2.4.3 the Agent shall examine the Goods on delivery before acceptance and shall not accept them on Aldermore's behalf unless they are of satisfactory quality and fit for their purpose;

2.4.4 all of the Goods shall qualify as plant and machinery for the purposes of the Capital Allowances Act 2001 and this agency shall not extend to any Goods which do not so qualify; and

2.4.5 the sale shall include all the conditions and warranties implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994).

2.5 The Agent will agree with the Supplier all details relating to the specification of the Goods, the

term of the Order and the delivery arrangements. The Agent will sign any certificate of testing or acceptance that may be required in connection with the Goods and will, where required to do so, send Aldermore a copy of any such document. The Agent will indemnify Aldermore against any failure by the Supplier to deliver all or any of the Goods in accordance with the terms of the Order or if the Goods (or any of them) fail to comply with any warranty (express or implied) including, but not limited to, delivery, condition and performance.

2.6 From the time the Goods cease to be at the Supplier's risk, they shall be at the Agent's absolute risk. The Goods shall be held by the Agent until completion of the arrangements in accordance with clause 3 below or earlier termination of the agency in accordance with clauses 4 or 5 below.

2.7 The Agent shall promptly upon request provide any information required by Aldermore in order to satisfy any enquiry which may be raised by the HM Revenue & Customs in connection with this agreement.

2.8 The agency appointment set out in this agreement shall not apply to any Order placed with any Supplier prior to the date of this agreement.

2.9 The Agent undertakes not to disclose to any third party that it is the agent of Aldermore.

3 PAYMENT TO AGENT

3.1 On or before the Final Date, provided that all of the Goods have been delivered and installed, the Agent will supply to Aldermore:

3.1.1 a Value Added Tax invoice addressed to Aldermore in respect of the Goods for an amount equal to the purchase price, together with copies of all invoices relating to the Goods addressed to the Agent;

3.1.2 acceptance certificates in respect of all the Goods in such form as may be specified by Aldermore; and

3.1.3 any other agreement or document specifically requested by Aldermore (the **Ancillary Documents**).

3.2 Subject to clause 5 below, and provided that Aldermore has received all of the items set out in clause 3.1 above and the representations and warranties set out in clause 7 below are true, accurate and complete, Aldermore will pay to the Agent the purchase price of the Goods on the Final Date.

4 RE-PURCHASE

4.1 If, on or before the Final Date, Aldermore terminates the agency appointment pursuant to clause 5 below, then the Agent will pay to Aldermore on demand in cleared funds an amount equal to such costs or expenses (if any) incurred by Aldermore in repaying or redeploying funds borrowed to finance the payment of the acquisition of the Goods and the intended hiring of the Goods or in terminating any agreement relating to such borrowing. On payment of such sums in full, all of Aldermore's right, title and interest in the Goods shall pass to the Agent, such sale to be on an 'as is where is' basis, without representation or warranty by Aldermore, save that Aldermore shall pass to

the Agent such title as it has to the Goods unencumbered by Aldermore.

4.2 The Agent shall fully indemnify Aldermore against any liability which Aldermore has to the Supplier in respect of the Goods.

5 TERMINATION

5.1 Aldermore may by notice in writing to the Agent terminate the agency appointment without prejudice to any accrued rights of either party in any of the following circumstances:

5.1.1 if the Agent shall commit any breach of the terms of this agreement and such breach (if capable of remedy) shall continue unremedied for seven days after notice in writing by Aldermore to the Agent requiring remedy; or

5.1.2 if any of the events entitling Aldermore to terminate any Ancillary Documents occurs.

5.2 Unless terminated earlier, the agency appointment shall expire on the Final Date.

6 NOTICES

Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be sent by prepaid first class post to the address of the relevant party set out above or such other address as that party may notify to the other for the purposes of this clause 6 and if so sent shall be deemed to have been received (and reference herein to receipt by any party shall include deemed receipt) by the addressee two (2) Business Days after posting if sent by prepaid first class post or on delivery if delivered by hand.

7 GENERAL

7.1 A certificate or determination of Aldermore as to any amount due from the Agent will be conclusive and binding on the Agent except in the case of manifest error.

7.2 If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

7.3 If this agreement is governed by English law, this agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

7.4 If this agreement is governed by English law, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no rights or benefits expressly or impliedly conferred by this agreement shall be enforceable under that Act against the parties to this agreement by any other person.

7.5 No failure or delay on the part of Aldermore in exercising any right or remedy under this agreement or any Ancillary Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

7.6 A waiver or amendment of any term provision or condition of or consent granted under this agreement shall be effective only if given in

writing and signed by the waiving or consenting party.

7.7 The Agent may not assign or otherwise transfer any of its obligations. Aldermore may assign or transfer all or any of its rights, obligations or benefits under this agreement in whole or in part to any other party.

7.8 The rights and powers provided in this agreement are additional to any other rights or remedies Aldermore may have and those other rights and powers are not affected by this agreement.

8 REPRESENTATIONS AND WARRANTIES

The Agent represents and warrants to Aldermore that:

8.1 it has power to enter into this agreement and to exercise its rights and perform its obligations hereunder and all corporate or other action required to authorise the execution of this agreement by it and the performance by it of its obligations hereunder has been duly taken;

8.2 the execution of this agreement and its exercise of its rights and performance of its obligations hereunder (i) will not result in the existence of nor oblige it to create any encumbrance over all or any of its present or future revenues or assets and (ii) will not result in any breach by it of any provision of its memorandum of association or its articles of association, any

provisions of law or any agreement or other instrument binding on it;

8.3 it has not taken any corporate action nor have any other steps been taken or legal proceedings been started or, to the best of its knowledge and belief, threatened against it for its winding-up, dissolution or reorganisation or for the appointment of an administrator, administrative receiver, receiver, trustee or similar officer of it or of any or all of its assets; and

8.4 it is registered for Value Added Tax purposes.

9 GOVERNING LAW AND JURISDICTION

If the registered office of the Agent is in England or Wales, this agreement shall be governed by and construed in accordance with the laws of England and the Agent submits to the non-exclusive jurisdiction of the English courts; if the registered office of the Agent is in Scotland, this agreement shall be governed by and construed in accordance with the laws of Scotland and the Agent submits to the non-exclusive jurisdiction of the Scottish courts.

This document should be populated in conjunction with reading and understanding our privacy policy (www.aldermore.co.uk/legal/privacy-policy/), by signing this document you are confirming you have read, understood and accept it.

EXECUTION BLOCK AGENCY PURCHASE AGREEMENT (SCOTLAND)

SUBSCRIBED by)
 [INSERT NAME OF PERSON])
 duly authorised for and on behalf of)
ALDERMORE BANK PLC) Director/Authorised Signatory
 before this witness:)

.....Witness

..... Name

..... Address

.....

Date:

SUBSCRIBED by)
 [INSERT NAME OF PERSON])
 duly authorised for and on behalf of)
 before this witness:) Director/Authorised Signatory

.....Witness

..... Name

.....Address

.....

Date:

EXECUTION BLOCK AGENCY PURCHASE AGREEMENT (ENGLAND)

SIGNED by)
 [INSERT NAME OF PERSON])
 duly authorised for and on behalf of)
ALDERMORE BANK PLC)

SIGNED by)
 [INSERT NAME OF PERSON])
 duly authorised for and on behalf of)

THIS IS SCHEDULE 1 REFERRED TO IN THE FOREGOING AGENCY PURCHASE AGREEMENT
BETWEEN ALDERMORE BANK PLC AND THE AGENT

SCHEDULE 1
Goods

Agent's Initials

THIS IS SCHEDULE 2 REFERRED TO IN THE FOREGOING AGENCY PURCHASE AGREEMENT
BETWEEN ALDERMORE BANK PLC AND THE AGENT

SCHEDULE2
Suppliers

Agent's Initials
