

# Hire Purchase Agreement regulated by the Consumer Credit Act 1974

This hire purchase 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 681337134) ("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(s):

Trading as (if applicable):

Address:

Postcode:

Telephone number:

Mobile:

Main Contact Name:

E-mail:

Nature of business:

Legal Entity: (Sole Trader, Partnership)

Equipment location (if different from the above address):

## Credit intermediary (if appropriate) Broker/Dealer Name

Please use BLOCK CAPITALS

Name:

Address:

## Equipment Details

Please use BLOCK CAPITALS

New/Used	Make/Model	Description of Equipment	Chassis / Serial No	Registration No	Date of Reg/Year of Mfr	Cash Price/inc VAT £

## Financial & Security Details

## Basic Rentals

	£	No.	Frequency	Amount of each Rental £
Cash price (excluding VAT)	(a)			
VAT @ 20%	(b)			
TOTAL CASH PRICE (a)+(b)=	(c)			
Less: cash deposit	(d)			
Less: part exchange	(e)			
TOTAL Advance Payment (d)+(e)=	(f)			
Amount of Credit (c)-(f)=	(g)			
Finance charges	(h)			
Documentation Fee (payable with the first rental)	(i)	100.00		
Option to Purchase Fee (incl VAT)	(j)	12.00		
Total Amount payable (c)+(h)+(i)+(j)=	(k)			

Each instalment is due and payable on the same day of each consecutive month/quarter/six months/year (as stated above) commencing one month/one quarter/six months/one year (as stated above) after the Agreement Start Date.

Term of Agreement: \_\_\_\_\_ Months

Rate of Interest: \_\_\_\_\_ % p.a fixed (calculated on, and applied to the Amount of Credit on the date of this Agreement in respect of the Term of Agreement)

APR \_\_\_\_\_ % (calculated at the time of making this Agreement, on the assumption that this Agreement remains in force for the Term of Agreement and that you promptly perform your obligations under this Agreement).

We will provide the Amount of Credit to you on making of this Agreement by paying such amount to the dealer or other supplier of the Equipment.

Security is not required

A guarantee of your obligations under this agreement is required

# Aldermore

This Agreement is an invoice for VAT purposes; tax point is effective from the Agreement Start Date.

### Default interest and Charges.

We may charge you default interest in accordance with clause 4.3 of the Terms of Agreement, at the same rate as the Rate of Interest stated in this Agreement for each day you still owe the payment. We can charge this interest even after as well as before we have obtained a court judgment against you.

We may also require payment of our reasonable charges arising from late payment for (a) each payment reminder letter or document to which you are not otherwise entitled (£25) and (b) each cheque, card payment, standing order or direct debit which is rejected, dishonoured, stopped or otherwise not paid by you (£25). See also clause 15.1 for our costs for enforcing this Agreement, which includes recovery of our costs or charges payable by us to third parties acting on our behalf.

If the Equipment is a vehicle or comprises of vehicles, and Aldermore pays the amount of any charge, fine or other fixed penalty relating to the vehicle, you must repay to Aldermore the amount of the charge, fine or fixed penalty together with Aldermore's administration costs in relation to the charge, fine or fixed penalty (see clause 3.12).

### Other charges not relating to default.

Charges for using a particular payment method: We may increase the amount of each Rental payment by 3% if you do not pay by Direct Debit.

### Missing Payments.

Missing payments may make obtaining credit more difficult and could have severe consequences such as the possibility of our taking possession of the Equipment, legal proceedings, bankruptcy proceedings, and your home being repossessed.

### Statement of Account.

You have a right under s77B of the Consumer Credit Act 1974 ("Act") (unless you entered into this Agreement for your business purposes) to receive, on request and free of charge, at any time during the period of this Agreement, a statement in the form of a table showing:

a) the details of each instalment owing under the Agreement; b) the date on which each instalment is due, the amount and any conditions relating to the payment of the instalment; and c) a breakdown of each instalment showing how much comprises i) capital repayment, ii) interest payment, iii) if applicable, any other charges.

### Right of Withdrawal.

You have the right under s66A of the Act to withdraw from this Agreement, without giving a reason, in accordance with the provisions below. You must then make the payment set out below.

You must give us oral or written notice of your intention to withdraw from the Agreement before the end of 14 days beginning with the day after the later of:

- the day on which the Agreement is made; or
- the day on which you receive a copy of the executed Agreement or, where you have previously been provided with a copy of the unexecuted agreement, the day on which we inform you in writing that i) the agreement has been executed, ii) the executed agreement is in identical terms to the unexecuted agreement, a copy of which has already been given

to you and iii) that you have the right to receive a copy of the executed agreement, if you request it before the end of the period for withdrawal. Notice of your intention to withdraw from the Agreement may be given orally by telephoning us on: **0118 955 6600** or by personal visit to our business address shown in this Agreement or by writing to us to, or leaving written notice at, our business address shown in this Agreement, or by facsimile transmission on **0118 955 6699** or, by email to us at: **newbusiness@aldermore.co.uk**. Once you have given us notice of your intention to withdraw from this Agreement, you must pay to us at our address shown in the Agreement, without delay and no later than 30 calendar days beginning with the day after the day you gave us notice of withdrawal, the Amount of Credit provided under the Agreement. You must pay us by cash, cheque, bankers draft, or by whatever other method of payment is agreed by you and us. You may contact us by any of the means shown above.

### Early Repayment.

You have the right, under s94 of the Act, at any time to repay in full or in part the outstanding balance under this Agreement, less any rebate to which you may be entitled under s95 of the Act. To do this you must give us notice, by any of the methods shown above, of your intention:

- to fully discharge your indebtedness under the Agreement and pay to us the amount as notified to you by us, or
- to partially discharge your indebtedness under the Agreement, and pay to us the amount before the end of the period of 28 days beginning with the day following our receipt of your notice, or on or before any later date specified in that notice.

We may claim compensation under s95A of the Act for the cost incurred by us as a result of your early repayment if your early repayment exceeds £8000.00 or, where more than one early repayment is made in any 12 month period, the total of those repayments exceeds £8000.00. The compensatory amount will not exceed whichever is the lower of:

- 1% of the early repayment(s) where the remaining Term of Agreement from the date of your repayment is more than one year, or 0.5% where that period is equal to or less than one year, and
- the total amount of interest that would have been paid by you under the Agreement in the period from the date of your early payment to the end of the Term of Agreement, if you had not repaid early.

### Supervisory Authority.

The supervisory authority under the Consumer Credit Act 1974 is the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN.

### Complaints procedure and Ombudsman Scheme.

If you have a complaint you should write to us and we will endeavor to resolve it as soon as possible. If you entered into this Agreement for non-business purposes you have the right to refer any unresolved complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Telephone: 020 7964 1000. Fax: 020 7964 1001. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). If you entered into this Agreement for business purposes you may still have this right.

## Termination and Repossession

You may terminate this Agreement at any time before the final payment is due, by giving us notice at the address shown under Right of Withdrawal above. You must then immediately pay us the amount by which one half of the Total Amount Payable exceeds the sums paid and the sums due in respect of the Total Amount Payable immediately before termination. We will notify you of the amount due.

### TERMINATION: YOUR RIGHTS

You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to half the total amount payable under this agreement, that is £  If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.

### REPOSSESSION: YOUR RIGHTS

If you do not keep your side of the agreement but you have paid at least one third of the total amount payable under this agreement, that is £  the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does take the goods without your consent or a court order, you have the right to get back any money that you have paid under this agreement.

## 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 pages 6/7 of this Agreement, and that you make the declaration contained within such page.

## Your Signature For and on behalf of the Customer

Signature(s): \_\_\_\_\_ Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

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

Aldermore Signature: \_\_\_\_\_ Agreement Start Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

This Agreement is an invoice for VAT purposes; tax point is effective from the 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
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Name(s) of account holder(s)


Reference

C							
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**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

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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. Commencement of Hire

1.1 This Agreement shall come into effect on the date it is signed by Aldermore. Aldermore agrees to enter into this hire purchase arrangement relating to the Equipment described on page 1 of this Agreement (the "Equipment") on the Terms set out in this Agreement.

## 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.

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 without Aldermore's prior written consent. Where the Equipment is a vehicle, you may take the Equipment outside the United Kingdom to any country within the European Union for a period not exceeding a total of 28 days in each calendar year. Whenever the Equipment is taken outside the United Kingdom you must ensure that your insurance policies provide fully comprehensive cover for the Equipment on an all risks basis for its full replacement value, including repatriation expenses for each country you visit.

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, licence 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 Term of Agreement 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 and if the Equipment comprises of vehicles you will at all times ensure that each vehicle is validly licensed, has a current Department of Transport Test Certificate and complies with all other requirements as to inspection, testing, plating, insurance and otherwise as for the time being required by law.

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.

3.11 If the Equipment is a vehicle to which the Goods Vehicles (Licensing of Operators) Act 1995 applies, then you must ensure that any operator of the vehicle, including any person to whom you may sublet the vehicle, possesses a valid operator's licence for the vehicle. Aldermore may request to see evidence of this licence at any time during the term of this Agreement.

3.12 If the Equipment is a vehicle or comprises of vehicles, you will pay any charges, fines or other fixed penalties relating to the vehicle immediately. If you fail to do so Aldermore may pay the amount of the charge, fine or penalty for you. You will then repay that amount to Aldermore on demand together with such sum as Aldermore consider reasonable to cover its administration costs connected with the charge, fine or fixed penalty. Details of Aldermore's charges are available on request and will be notified to you in any event before you are charged.

## 4. Payment of Rentals

4.1 You shall pay to Aldermore the Rentals 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 may 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 the same rate as the Rate of Interest stated in this Agreement. 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 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 unless required by law or a court order 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.

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

5.1 You represent and warrant to Aldermore that:

- 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);
- 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; and
- 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 such 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, its 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 (or fully comprehensive basis in respect of vehicles) 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. Aldermore's interest should be noted on any policy of insurance as the owner of the Equipment and loss payee of any insurance proceeds and you should be able to produce evidence of such insurance to Aldermore on request. If you do not insure the Equipment or do not 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, after giving you any notice required by law.

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:

- (a) 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);
- (b) 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);
- (c) 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;
- (d) 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:

- (a) any death or personal injury arising from Aldermore's negligence or that of Aldermore's employees;
- (b) any act of fraud committed by Aldermore or any fraudulent misrepresentation made by Aldermore; or
- (c) 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:

- (a) for any loss of revenue, business, anticipated savings or profits or any loss of use or value; or
  - (b) 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 following the occurrence of any of the events below:

- (a) you fail to pay any sum payable due to Aldermore under this Agreement within 3 days of its due date for such payment;
- (b) 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;
- (c) 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;

- (d) 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;
- (e) 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 default 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;
- (i) any other agreement or the hiring thereunder with you is terminated by Aldermore or terminated automatically;
- (j) the Equipment (or any part of it) becomes an actual or constructive Total Loss;
- (k) 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;
- (l) 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;
- (m) you enter into liquidation whether compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation);
- (n) a provisional liquidator is appointed in respect of you;
- (o) 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;
- (p) 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;
- (q) 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;
- (r) where you are a partnership, the partnership is dissolved; or any of the partners dies;
- (s) any other steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of you;
- (t) you are subject to an event similar to any event set out in clauses 10.1(k) to 10.1(s) in any other jurisdiction; or
- (u) any event set out in clauses 10.1(k) to 10.1(t) 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 Term of Agreement 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 or the hiring of the Equipment;
- (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. Option to Purchase

12.1 Provided that you have paid all Rentals and other sums due under this Agreement and are not in breach of this Agreement then you may exercise your option to purchase the Equipment on the date on which the final Rental is due by paying Aldermore the Option to Purchase Fee specified on page 1 of this Agreement.

12.2 Upon you exercising your option to purchase the Equipment in accordance with clause 12.1 above and Aldermore receiving the Option to Purchase Fee in cleared funds, title to the Equipment shall pass to you on the terms set out in clause 12.3 below, but until such time the Equipment shall remain the sole property of Aldermore and you shall be a mere bailee of the Equipment.

12.3 Any transfer of title to the Equipment from Aldermore to you pursuant to this clause 12 shall be on an "as is where is" basis and all guarantees, warranties, terms, conditions and representations (express or implied) shall be excluded to the maximum extent permitted by law (save that Aldermore will pass good title to the Equipment to you and that Aldermore has not encumbered such title).

## 13. Return of the Equipment

13.1 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 and where you do not exercise the option to purchase under clause 12, 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;
- (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.

#### 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. This means that Aldermore has the right to ask all or just one of you, as Aldermore sees fit, to repay the full amount of any money outstanding under this Agreement and not just a share.

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 sole trader 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) finding your address if you change address without notifying Aldermore in accordance with clause 14.2; and/or
- (b) finding the Equipment (or any part) if it is not at the address notified by you; and/or
- (c) the appointment of administrators; and/or
- (d) 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 charges set out in the Agreement arising from late payment for:

- (a) each cheque, card payment, standing order or direct debit which is rejected, dishonoured, stopped or otherwise not paid by you; and/or
- (b) each payment reminder letter.

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.

#### 16. Electronic Signature

16.1 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.

#### 17. Governing Law

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)

## 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.

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.

### 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 Office  
Aldermore,  
1st Floor, Block B,  
Western House,  
Lynch Wood,  
Peterborough  
PE2 6FZ

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





# Hire Purchase Agreement regulated by the Consumer Credit Act 1974

This hire purchase 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 681337134) ("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(s):

Trading as (if applicable):

Address:

Postcode:

Telephone number:

Mobile:

Main Contact Name:

E-mail:

Nature of business:

Legal Entity: (Sole Trader, Partnership)

Equipment location (if different from the above address):

## Credit intermediary (if appropriate) Broker/Dealer Name

Please use BLOCK CAPITALS

Name:

Address:

## Equipment Details

Please use BLOCK CAPITALS

New/Used	Make/Model	Description of Equipment	Chassis / Serial No	Registration No	Date of Reg/Year of Mfr	Cash Price/inc VAT £

## Financial & Security Details

## Basic Rentals

	£	No.	Frequency	Amount of each Rental £
Cash price (excluding VAT)	(a)			
VAT @ 20%	(b)			
TOTAL CASH PRICE (a)+(b)=	(c)			
Less: cash deposit	(d)			
Less: part exchange	(e)			
TOTAL Advance Payment (d)+(e)=	(f)			
Amount of Credit (c)-(f)=	(g)			
Finance charges	(h)			
Documentation Fee (payable with the first rental)	(i)	100.00		
Option to Purchase Fee (incl VAT)	(j)	12.00		
Total Amount payable (c)+(h)+(i)+(j)=	(k)			

Each instalment is due and payable on the same day of each consecutive month/quarter/six months/year (as stated above) commencing one month/one quarter/six months/one year (as stated above) after the Agreement Start Date.

Term of Agreement: \_\_\_\_\_ Months

Rate of Interest: \_\_\_\_\_ % p.a fixed (calculated on, and applied to the Amount of Credit on the date of this Agreement in respect of the Term of Agreement)

APR \_\_\_\_\_ % (calculated at the time of making this Agreement, on the assumption that this Agreement remains in force for the Term of Agreement and that you promptly perform your obligations under this Agreement).

We will provide the Amount of Credit to you on making of this Agreement by paying such amount to the dealer or other supplier of the Equipment.

Security is not required

A guarantee of your obligations under this agreement is required

**Aldermore**

This Agreement is an invoice for VAT purposes; tax point is effective from the Agreement Start Date.

### Default interest and Charges.

We may charge you default interest in accordance with clause 4.3 of the Terms of Agreement, at the same rate as the Rate of Interest stated in this Agreement for each day you still owe the payment. We can charge this interest even after as well as before we have obtained a court judgment against you.

We may also require payment of our reasonable charges arising from late payment for (a) each payment reminder letter or document to which you are not otherwise entitled (£25) and (b) each cheque, card payment, standing order or direct debit which is rejected, dishonoured, stopped or otherwise not paid by you (£25). See also clause 15.1 for our costs for enforcing this Agreement, which includes recovery of our costs or charges payable by us to third parties acting on our behalf.

If the Equipment is a vehicle or comprises of vehicles, and Aldermore pays the amount of any charge, fine or other fixed penalty relating to the vehicle, you must repay to Aldermore the amount of the charge, fine or fixed penalty together with Aldermore's administration costs in relation to the charge, fine or fixed penalty (see clause 3.12).

### Other charges not relating to default.

Charges for using a particular payment method: We may increase the amount of each Rental payment by 3% if you do not pay by Direct Debit.

### Missing Payments.

Missing payments may make obtaining credit more difficult and could have severe consequences such as the possibility of our taking possession of the Equipment, legal proceedings, bankruptcy proceedings, and your home being repossessed.

### Statement of Account.

You have a right under s77B of the Consumer Credit Act 1974 ("Act") (unless you entered into this Agreement for your business purposes) to receive, on request and free of charge, at any time during the period of this Agreement, a statement in the form of a table showing:

a) the details of each instalment owing under the Agreement; b) the date on which each instalment is due, the amount and any conditions relating to the payment of the instalment; and c) a breakdown of each instalment showing how much comprises i) capital repayment, ii) interest payment, iii) if applicable, any other charges.

### Right of Withdrawal.

You have the right under s66A of the Act to withdraw from this Agreement, without giving a reason, in accordance with the provisions below. You must then make the payment set out below.

You must give us oral or written notice of your intention to withdraw from the Agreement before the end of 14 days beginning with the day after the later of:

- the day on which the Agreement is made; or
- the day on which you receive a copy of the executed Agreement or, where you have previously been provided with a copy of the unexecuted agreement, the day on which we inform you in writing that i) the agreement has been executed, ii) the executed agreement is in identical terms to the unexecuted agreement, a copy of which has already been given

to you and iii) that you have the right to receive a copy of the executed agreement, if you request it before the end of the period for withdrawal. Notice of your intention to withdraw from the Agreement may be given orally by telephoning us on: **0118 955 6600** or by personal visit to our business address shown in this Agreement or by writing to us to, or leaving written notice at, our business address shown in this Agreement, or by facsimile transmission on **0118 955 6699** or, by email to us at: **newbusiness@aldermore.co.uk**. Once you have given us notice of your intention to withdraw from this Agreement, you must pay to us at our address shown in the Agreement, without delay and no later than 30 calendar days beginning with the day after the day you gave us notice of withdrawal, the Amount of Credit provided under the Agreement. You must pay us by cash, cheque, bankers draft, or by whatever other method of payment is agreed by you and us. You may contact us by any of the means shown above.

### Early Repayment.

You have the right, under s94 of the Act, at any time to repay in full or in part the outstanding balance under this Agreement, less any rebate to which you may be entitled under s95 of the Act. To do this you must give us notice, by any of the methods shown above, of your intention:

- to fully discharge your indebtedness under the Agreement and pay to us the amount as notified to you by us, or
- to partially discharge your indebtedness under the Agreement, and pay to us the amount before the end of the period of 28 days beginning with the day following our receipt of your notice, or on or before any later date specified in that notice.

We may claim compensation under s95A of the Act for the cost incurred by us as a result of your early repayment if your early repayment exceeds £8000.00 or, where more than one early repayment is made in any 12 month period, the total of those repayments exceeds £8000.00. The compensatory amount will not exceed whichever is the lower of:

- 1% of the early repayment(s) where the remaining Term of Agreement from the date of your repayment is more than one year, or 0.5% where that period is equal to or less than one year, and
- the total amount of interest that would have been paid by you under the Agreement in the period from the date of your early payment to the end of the Term of Agreement, if you had not repaid early.

### Supervisory Authority.

The supervisory authority under the Consumer Credit Act 1974 is the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN.

### Complaints procedure and Ombudsman Scheme.

If you have a complaint you should write to us and we will endeavor to resolve it as soon as possible. If you entered into this Agreement for non-business purposes you have the right to refer any unresolved complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Telephone: 020 7964 1000. Fax: 020 7964 1001. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). If you entered into this Agreement for business purposes you may still have this right.

## Termination and Repossession

You may terminate this Agreement at any time before the final payment is due, by giving us notice at the address shown under Right of Withdrawal above. You must then immediately pay us the amount by which one half of the Total Amount Payable exceeds the sums paid and the sums due in respect of the Total Amount Payable immediately before termination. We will notify you of the amount due.

### TERMINATION: YOUR RIGHTS

You have a right to end this agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to half the total amount payable under this agreement, that is £  If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.

### REPOSSESSION: YOUR RIGHTS

If you do not keep your side of the agreement but you have paid at least one third of the total amount payable under this agreement, that is £  the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does take the goods without your consent or a court order, you have the right to get back any money that you have paid under this agreement.

## 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 pages 6/7 of this Agreement, and that you make the declaration contained within such page.

## Your Signature For and on behalf of the Customer

Signature(s): \_\_\_\_\_ Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

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

Aldermore Signature: \_\_\_\_\_ Agreement Start Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

This Agreement is an invoice for VAT purposes; tax point is effective from the 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							
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**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. Commencement of Hire

1.1 This Agreement shall come into effect on the date it is signed by Aldermore. Aldermore agrees to enter into this hire purchase arrangement relating to the Equipment described on page 1 of this Agreement (the "Equipment") on the Terms set out in this Agreement.

## 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.

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 without Aldermore's prior written consent. Where the Equipment is a vehicle, you may take the Equipment outside the United Kingdom to any country within the European Union for a period not exceeding a total of 28 days in each calendar year. Whenever the Equipment is taken outside the United Kingdom you must ensure that your insurance policies provide fully comprehensive cover for the Equipment on an all risks basis for its full replacement value, including repatriation expenses for each country you visit.

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, licence 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 Term of Agreement 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 and if the Equipment comprises of vehicles you will at all times ensure that each vehicle is validly licensed, has a current Department of Transport Test Certificate and complies with all other requirements as to inspection, testing, plating, insurance and otherwise as for the time being required by law.

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.

3.11 If the Equipment is a vehicle to which the Goods Vehicles (Licensing of Operators) Act 1995 applies, then you must ensure that any operator of the vehicle, including any person to whom you may sublet the vehicle, possesses a valid operator's licence for the vehicle. Aldermore may request to see evidence of this licence at any time during the term of this Agreement.

3.12 If the Equipment is a vehicle or comprises of vehicles, you will pay any charges, fines or other fixed penalties relating to the vehicle immediately. If you fail to do so Aldermore may pay the amount of the charge, fine or penalty for you. You will then repay that amount to Aldermore on demand together with such sum as Aldermore consider reasonable to cover its administration costs connected with the charge, fine or fixed penalty. Details of Aldermore's charges are available on request and will be notified to you in any event before you are charged.

## 4. Payment of Rentals

4.1 You shall pay to Aldermore the Rentals 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 may 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 the same rate as the Rate of Interest stated in this Agreement. 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 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 unless required by law or a court order 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.

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

5.1 You represent and warrant to Aldermore that:

- 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);
- 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; and
- 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 such 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, its 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 (or fully comprehensive basis in respect of vehicles) 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. Aldermore's interest should be noted on any policy of insurance as the owner of the Equipment and loss payee of any insurance proceeds and you should be able to produce evidence of such insurance to Aldermore on request. If you do not insure the Equipment or do not 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, after giving you any notice required by law.

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:

- (a) 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);
- (b) 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);
- (c) 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;
- (d) 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:

- (a) any death or personal injury arising from Aldermore's negligence or that of Aldermore's employees;
- (b) any act of fraud committed by Aldermore or any fraudulent misrepresentation made by Aldermore; or
- (c) 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:

- (a) for any loss of revenue, business, anticipated savings or profits or any loss of use or value; or
  - (b) 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 following the occurrence of any of the events below:

- (a) you fail to pay any sum payable due to Aldermore under this Agreement within 3 days of its due date for such payment;
- (b) 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;
- (c) 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;

- (d) 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;
- (e) 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 default 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;
- (i) any other agreement or the hiring thereunder with you is terminated by Aldermore or terminated automatically;
- (j) the Equipment (or any part of it) becomes an actual or constructive Total Loss;
- (k) 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;
- (l) 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;
- (m) you enter into liquidation whether compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation);
- (n) a provisional liquidator is appointed in respect of you;
- (o) 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;
- (p) 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;
- (q) 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;
- (r) where you are a partnership, the partnership is dissolved; or any of the partners dies;
- (s) any other steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of you;
- (t) you are subject to an event similar to any event set out in clauses 10.1(k) to 10.1(s) in any other jurisdiction; or
- (u) any event set out in clauses 10.1(k) to 10.1(t) 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 Term of Agreement 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 or the hiring of the Equipment;
- (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. Option to Purchase

12.1 Provided that you have paid all Rentals and other sums due under this Agreement and are not in breach of this Agreement then you may exercise your option to purchase the Equipment on the date on which the final Rental is due by paying Aldermore the Option to Purchase Fee specified on page 1 of this Agreement.

12.2 Upon you exercising your option to purchase the Equipment in accordance with clause 12.1 above and Aldermore receiving the Option to Purchase Fee in cleared funds, title to the Equipment shall pass to you on the terms set out in clause 12.3 below, but until such time the Equipment shall remain the sole property of Aldermore and you shall be a mere bailee of the Equipment.

12.3 Any transfer of title to the Equipment from Aldermore to you pursuant to this clause 12 shall be on an "as is where is" basis and all guarantees, warranties, terms, conditions and representations (express or implied) shall be excluded to the maximum extent permitted by law (save that Aldermore will pass good title to the Equipment to you and that Aldermore has not encumbered such title).

## 13. Return of the Equipment

13.1 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 and where you do not exercise the option to purchase under clause 12, 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;
- (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.

#### 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. This means that Aldermore has the right to ask all or just one of you, as Aldermore sees fit, to repay the full amount of any money outstanding under this Agreement and not just a share.
- 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 sole trader 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) finding your address if you change address without notifying Aldermore in accordance with clause 14.2; and/or
- (b) finding the Equipment (or any part) if it is not at the address notified by you; and/or
- (c) the appointment of administrators; and/or
- (d) 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 charges set out in the Agreement arising from late payment for:

- (a) each cheque, card payment, standing order or direct debit which is rejected, dishonoured, stopped or otherwise not paid by you; and/or
- (b) each payment reminder letter.

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.

#### 16. Electronic Signature

16.1 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.

#### 17. Governing Law

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)

## 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.

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.

### 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 Office  
Aldermore,  
1st Floor, Block B,  
Western House,  
Lynch Wood,  
Peterborough  
PE2 6FZ  
Email [DPO@aldermore.co.uk](mailto:DPO@aldermore.co.uk)

