



FIXED TERM RENTAL

 **BNP PARIBAS**
LEASING SOLUTIONS



BNP PARIBAS
LEASING SOLUTIONS

Agreement No.

Hire Agreement regulated by the Consumer Credit Act 1974

Owner ("Us", "We", "Our")

BNP Paribas Leasing Solutions Limited, St. James Court, St James Parade, Bristol, BS1 3LH

Hirer ("You", "Your")

Name(s) Derbyshire fire & Rescue Service

Trading as (if required)

Address The Old Hall Burton Road Littleover Derbyshire

Postcode DE23-6EH

Key Financial Information

Products - See attached schedule reference or as set out below:

Qty	Manufacturer	Model	Description	New	Not New	Retained
1			Print control Solution	✓		

This Agreement is for a Fixed Period of Fifteen in words months.

The Initial Rental shall be due on Our signing this Agreement and thereafter You will pay Us Rentals every month* ☐ quarter* ☒ year* ☐ (* tick as applicable).

Initial Rental of 1,562.80 (plus VAT) 1,875.36 (inc. VAT) followed by Four in words Rentals,
each of 1,562.80 (plus VAT) 1,875.36 (inc. VAT)

An Administration Fee of £140 plus VAT is payable on Our acceptance of this Agreement and will be collected with the Initial Rental.

An Annual Service Fee of £40 plus VAT will be payable on each Anniversary of this Agreement.

Maintenance Charge included in each Rental (if included see Clause 5) N/A (plus VAT) N/A (inc. VAT)

The Rentals may be varied under this Agreement in the event that any of the assumptions set out in Clause 2 prove not to be correct, or if We insure the Products or take out insurance for You as set out in Clause 4.3, or if the Supplier's Maintenance Charges increase as set out in Clause 5.2 or You stop paying the Supplier's Maintenance Charges (as further set out in Clause 5.5).

Early Termination Charge

You may apply to Us to terminate the hiring of the Products during the Fixed Period by giving Us at least 90 days written notice. If We accept Your request You must pay Us a sum calculated in accordance with Clause 8 and in addition an administration fee of £150 plus VAT.

Key Information

Unless otherwise agreed before You sign this Agreement all payments by You must be paid by Direct Debit. If You choose after signing this Agreement to pay by other means then You must pay Us £50 plus VAT for each payment payable on or after the date of the change pursuant to Clause 2.2.

You must produce such evidence of insurance as We may require from time to time and in default We have the right, but not obligation, to insure the Products and You shall, on demand, reimburse to Us the cost of such insurance pursuant to Clause 4.3. You must pay interest from day to day on the unpaid amount at 6% above Finance House Base Rate from time to time, after as well as before any judgment, from the due date until We receive it.

You must pay Us the following charges if You breach this Agreement:

- Non-direct debit payment fee £50 plus VAT
- Arrears administration fee £95 plus VAT
- Bounced payment fee £35 plus VAT

You must immediately pay Us all other expenses (including, but not limited to, tracing fees, legal costs and third party collection costs) that We incur if You break this Agreement or if We have to enforce it against You. Such charges shall include, but not be limited to, the charges incurred by Us in pursuing or defending any court action arising from any breach or enforcement of this Agreement notwithstanding the value of such claim.

When this Agreement expires, or is terminated, You must return the Products in accordance with Clause 9.2 and if You do not You must continue to pay Rentals at the amounts and intervals specified in the Agreement until the Products are received

and accepted by Us and pay Us other amounts referred to in Clause 9.2.

On any termination of this Agreement and/or the hiring of the Products for any reason You must:

- pay to Us a sum equal to all arrears of Rentals and other payments and interest, and as agreed damages for Our losses due to Your actions a sum equal to all the Rentals (less any Maintenance Charges) that You would have paid had the Agreement continued for the Fixed Period less a discount from the date of termination to the date the Rentals would otherwise have fallen due at a rate of 2% per annum;
- pay all Our costs in repossessing, repairing and selling the Products and administration of the termination; and
- comply with Your obligations in Clause 9 or compensate Us for Our losses due to Your failure to do so.

This Agreement is not cancellable.

MISSING PAYMENTS

Missing Payments could have severe consequences and may make obtaining credit more difficult.

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement against you without getting a court order.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

This is a Hire Agreement regulated by the Consumer Credit Act 1974.

Sign only if you want to be legally bound by its terms.

Signature(s) of Hirer(s) X T. Walker

Date(s) of signature(s) X 01/08/16

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

Please Print

Name(s) X TARA WALKER

Position(s) X Head of ICT

OFFICE COPY

Declaration for exemption relating to businesses**(articles 60C and 60D of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)**

- I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried on by me/us.
 - I/We* understand that I/We* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.
 - I am/We are aware that, if I am/we are in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we* should seek independent legal advice.
- *Delete as appropriate.

You confirm that all the information You have provided is true and correct and that You are making this Agreement in the course of Your business. You have selected the Products and agree that the terms of Clauses 3.1 and 6, the exclusion of liability clause, are reasonable.

By signing I am/we are confirming that I am/we are entering into this Agreement for the purpose of the business carried out by me/us or which I/we intend to carry on. I/We also confirm that I/we have not said or done anything nor given the owner anything which contradicts this.

If (i) You are a body corporate, (ii) You are a partnership consisting of entirely bodies corporate, (iii) You are a partnership of 4 or more partners, or (iv) the total payments You must make under this Agreement are more than £25,000 including VAT or such other financial limit for the time being set down by the Act and You are entering into the agreement wholly or predominantly for a business purpose then this Agreement is not regulated under the Financial Services and Markets Act 2000 by the Financial Conduct Authority nor by the Consumer Credit Act 1974. Any reference in this Agreement to the Consumer Credit Act and its consequences do not apply to You, unless You are entering into this Agreement for business purposes, in which case only the statutory references in the business declaration You have signed will be relevant to You.

Supplier's DetailsName: Arena Group LtdSalesperson: M. BlytheAddress: Armitage House Thorpe haver lane Robin Hood Wakefield WF3,3BQ**Additional Provisions**

Confirmed by You (please sign)

Data Protection

By signing this Agreement You agree that We may make credit searches against You and obtain information about You and Your business.

Your personal details may be used by Us and Our group, to send to You information about Our similar products or services to those You have purchased and which We consider may be of interest to You. By signing this Agreement, You are indicating Your consent to receive marketing communications via post, email, SMS and telephone. If You do not wish to receive such communications please tick: ☐

For full details as to how You can change Your marketing preferences at any time, please see Clause 11.

Accepted for and on behalf of BNP Paribas Leasing Solutions Limited.

Signature

Date

which is the Start Date of this Agreement

Hirer's Details

Company Registration Number:

Contact Name:

Tel:

Fax:

Email:

Private Address (if non-corporate):

Date(s) of Birth:

Location of Products if different from above:

("Location")

Lease Proposal Information

How We work out Your Rentals excluding Maintenance

Price of the Products (after any trade-in allowance):

(a)

Rental for additional Products

(c)

Amount required to terminate existing Agreements:

(b)

Rental for retained Products (if any)

(d)

Total price upon which Rentals are calculated:

(a) + (b)

+ VAT

Rental for Products

(c) + (d)

+ VAT

Rentals are based on a rate per £1,000 of:

Where the total price upon which Rentals are calculated includes an amount to settle a commitment for existing products under Agreements between You and:

Name of Finance Company

Agreement Number

Amount

The Supplier undertakes to settle this commitment on Your behalf upon acceptance of this Agreement. By signing this Agreement You authorise Us to pay the Supplier the Amounts and in doing so this is the extent of Our liability.

Hirer Initials

*TW

BNP PARIBAS

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

Please fill in the form and send to BNP Paribas Leasing Solutions Limited, St James Court, St James Parade, Bristol BS1 3LH



Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Payment by invoice	
Postcode	

Service user number

4	2	6	6	7	4
---	---	---	---	---	---

Reference

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Instructions to your bank or building society

Please pay BNP Paribas Leasing Solutions Limited 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 BNP Paribas Leasing Solutions Limited and, if so, details will be passed electronically to my bank/building society.

Name(s) of account holder(s)

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Branch sort code

--	--	--	--	--	--

Bank/building society account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature(s)

--

Date

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

1. THE AGREEMENT AND DELIVERY

- 1.1 We are letting and You are taking on hire the Products for use in Your business on the terms set out.
- 1.2 The Agreement starts when We sign it (the "Start Date") and the Initial Rental and Administration Fee are due at that time. The Agreement continues until We receive the Products at the expiry of the Fixed Period.
- 1.3 You must make all arrangements for the delivery, installation and testing of the Products and their connection to any network. You must inspect the Products on delivery, and notify Us in writing within 5 days if they are defective, incomplete or not to the specification selected by You otherwise You will be deemed to have accepted the Products and to have acknowledged that the Products are complete, in good working order fit for purpose, that the Products comply with the specification selected by You and that they are satisfactory in every way. If We require, You must complete an acceptance certificate.

2. PAYMENTS

- 2.1 It is an essential term of this Agreement that You pay to Us all the Rentals and any other sums on the due dates in full and without retention by You. If You fail to pay any Rental or other sum due under this Agreement to Us in full on the due date for payment then We shall be entitled to treat this as a repudiation of this Agreement and to terminate the hiring of the Products. Subject to clause 5.5 below, all amounts payable by You under this Agreement must be made without any deduction, withholding, set-off counterclaim or appropriation.
- 2.2 Unless otherwise agreed before You sign this Agreement all payments by You must be paid by direct debit. If You choose after signing this Agreement to pay by other means, and We agree, then You must pay Our administration fee of £50 plus VAT for each Rental not yet due and payable. Payments You make are applied in the following order: (1) to overdue Rentals (and any regular fees You must pay alongside or as part of the Rental), (2) to any other fees that have been added to Your account, (3) to any late payment interest, and finally (4) to any other sums which have become due and payable.
- 2.3 You agree that the Rentals have been calculated on the assumption that the bases, rates and treatment of corporation tax, capital allowances and VAT allowed or in force at the date of this Agreement will remain unchanged for the period of the Agreement and that We will be entitled to reclaim any VAT in relation to the purchase price of the Products and charge VAT in respect of each Rental. If after the commencement of this Agreement there are any changes in the above assumptions and/or such assumptions prove to be incorrect You shall pay Us, if called upon to do so, by way of increased Rentals or lump sum payable on demand, such sum or sums as are required to place Us in the financial position (as regards this Agreement) which is expected had not such changes occurred and/or such assumptions had not proven to be incorrect. Our certificate of the increased Rentals or lump sum as the case may be shall be final and binding upon You and shall remain payable notwithstanding the termination of this Agreement for whatever reason.
- 2.4 If You do not pay any Rental or other sum due under this Agreement, on the due date for payment, in addition to Our other rights, You will pay an Arrears Administration Fee, as set out under the Key Information section of this Agreement. You will also pay interest from day to day on the unpaid amount at the rate of 6% above Finance House Base Rate from time to time, after as well as before any judgment, from the date the payment was due until the day that We receive it.
- 2.5 On each anniversary of the Agreement You will pay an Annual Service Fee of £40 plus VAT.

3. USING THE PRODUCTS

- 3.1 If the Products include software You must agree with the software supplier the arrangements for use of it and get the warranties You require from that person. You must ensure the software is suitable for You and that You have all necessary licences to use and operate it. As You deal directly with the Supplier for the supply of the software You agree that it is reasonable for Us to exclude any liability relating to the software You agree to indemnify Us and keep Us indemnified against any claims, costs, expenses, damages, liabilities and legal fees that We may suffer or incur as a result of any dispute that may arise, in any way whatsoever, in connection with the software or the software licence.
- 3.2 You are responsible for keeping the Products in good condition at Your own cost. All damage, other than fair wear and tear, must be made good. All replacement and attached parts become part of the Products and Ours. No maintenance or other services are provided by Us under this Agreement.
- 3.3 You must keep the Products safe and use them safely and in accordance with law and the manufacturer's recommendations, and only for purposes for which they are designed, or built, or are suitable. Any modifications required by law or otherwise will be completed at Your expense.
- 3.4 You must keep the Products in Your possession at the Location, except when they are being repaired, but You must not allow any repairer's lien to arise. You must not deal with the Products or transfer or assign them or any part of them. You must not hold Yourself out as the Owner of the Products; nor may You claim capital allowances.
- 3.5 You agree to indemnify Us and keep Us fully indemnified on demand against any loss, damage, proceedings, claims, costs or expenses arising directly or indirectly from Your hiring, possession, operation or use of the Products under this Agreement except for death or personal injury caused by Our negligence. The provisions of this clause shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.

4. INSURANCE

- 4.1 You must at all times keep the Products insured with a reputable insurer under a comprehensive policy without restriction or excess, for an amount equal to its replacement value at Your own expense. You must note Our interest on any policy of insurance as owner of the Products and payee of any insurance proceeds. You must produce evidence of such insurance to Us on demand.
- 4.2 If an insurance claim has to be made You will notify Us of that and You agree that We will take over negotiations with the insurance company, and settle any claim, and We will receive any insurance payments relating to the Products. If You receive any such insurance proceeds You must pay such monies to Us and until such time shall hold such monies on trust for Us.
- 4.3 If We request You must show Us evidence of adequate insurance, and if You fail to provide such evidence We shall have the right but not an obligation to either:
- (a) take out Our own insurance to insure the Products; or
- (b) take out insurance for You to insure the Products.
- and We shall charge You an insurance fee by increasing the Rentals payable under this Agreement. We will give You notice for charging You any insurance fee and You may arrange Your own insurance in accordance with Clause 4.1 at any time.
- 4.4 In the event that We take out Our own insurance under Clause 4.3(a) You must notify Us as soon as possible of any damage to or loss of the Products and provide Our insurer with a true, complete and accurate statement of loss and any other information that Our insurer reasonably requires in support of Our claim. In the event that We make a claim, You must make every reasonable effort to protect the Products from further loss.
- 4.5 Any insurance proceeds for the Products at Our discretion may be put towards repair or replacing the Products, or the payments due to Us.
- 4.6 If there is a total loss of the Products for insurance purposes. We may terminate the hiring of the Products and You will pay Us the amounts set out in clause 8.

5. THE SUPPLIER AND MAINTENANCE

- 5.1 If it is indicated overleaf that maintenance charges are a part of the Rental (each a "Maintenance Charge") then We will act as the Supplier's agent to collect the Maintenance Charges from You. You must enter a maintenance contract for the Products with the Supplier ("Maintenance Contract") and that Maintenance Contract must continue for the same period as this Agreement. You must perform Your obligations under that Maintenance Contract. The Supplier will be solely responsible for the maintenance and We are not responsible for any failure by the Supplier to provide it.
- 5.2 We may increase the Rentals by the amount of the increase in the Maintenance Charges due to the Supplier if the Maintenance Contract allows for that, and We are so requested by the Supplier.
- 5.3 We shall be entitled to apply amounts received from You first towards satisfaction of the Rental, excluding any Maintenance Charges, not withstanding appropriation to the contrary. If You do not pay the full Rental amount We will stop paying the Maintenance Charges to the Supplier, who may stop providing maintenance. This does not affect any of Your obligations to Us under this Agreement.
- 5.4 If this Agreement is terminated the Supplier may bring an action to recover any Maintenance Charges that are due from You under the Maintenance Contract.
- 5.5 Should the Supplier become unable to provide the maintenance or if the Supplier fails to perform any of its other obligations under the Maintenance Contract (each a "Maintenance Failure"), You may by at least one month's written notice tell Us to stop paying the Maintenance Charges to the Supplier and We will reduce the Rentals by the amount of the Maintenance Charges from the next Rental payment date. Even if You stop the Maintenance Charges You may still have obligations to the Supplier.
- 5.6 Clause 5.5 above sets out Your sole right and remedy against Us in the event of a Maintenance Failure, and You shall not be entitled to treat any Maintenance Failure as a repudiation of this Agreement or to terminate it. You must continue to pay the Rentals (excluding the Maintenance Charges) to Us in full on the due dates for payment in accordance with clause 2.1 above notwithstanding any Maintenance Failure. This clause does not affect any claim which You may have against the Supplier.

6. YOUR ACKNOWLEDGEMENTS

- 6.1 You and We recognise that there is a risk that any products, in particular computer hardware and software may not perform as expected and may not be satisfactory. We both also acknowledge that salespeople acting on behalf of suppliers may make representations about products including computer hardware and software that are difficult to evaluate until delivery and commissioning. When Products are financed the risk of them not working satisfactorily or according to any representations may be assumed by You, by Us, by the supplier, by an intermediary or by an insurer. You and We both appreciate that the allocation of risk is a matter of agreement and You and We have decided that it shall be borne by You.
- 6.2 For that reason, You and We agree that there is no term in this Agreement by which We are responsible for the performance of the Products, whether generally or in relation to any particular purpose. We do not know if any representation was made to You about the Products, but if it was, You acknowledge that it was not made on Our behalf and that You have not entered into this Agreement in reliance on it. You and We also agree that We have not assumed any duty of care towards You.
- 6.3 You represent and warrant that You have obtained from the supplier of the Products all representations, warranties and guarantees You require in relation to the Products including but not limited to its quality, fitness for purpose and description.
- 6.4 It is expressly agreed and acknowledged that no warranty, condition or undertaking has been given by or on behalf of Us (whether express or implied, by statute, at common law or otherwise) in respect of the Products. Except as expressly stated in this Agreement, all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law. You will not be entitled to a rebate or remission of Rentals whilst the Products are defective, damaged or unusable or for any other reason. The hiring is not a hiring by description.
- 6.5 If the law requires terms to be implied into this Agreement, You and We agree that We are not liable for any breach of them, because if the risk of breach of any such terms had been allocated differently We would have charged a higher rental because We are not in a position to evaluate and therefore insure against the risk of a breach, whilst You are in a better position to do so, because You have chosen the Products and the Supplier.
- 6.6 In no event will Our liability under this Agreement exceed the aggregate of the Rentals paid by You at the time the liability arises.
- 6.7 In no event will We be liable to You in contract, tort or otherwise 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, however arising.
- 'Anticipated Savings' means any expenses which You expect to avoid incurring or to incur in a lesser amount than would otherwise have been the case.
- 6.8 The Supplier is not Our agent to make any statements concerning this Agreement or the Products.
- 6.9 Nothing contained in this Agreement shall have the effect of excluding or restricting Our liability for death or personal injury resulting from Our negligence in so far as the same is prohibited by law.

7. TERMINATION OF THE AGREEMENT

- 7.1 You may terminate this Agreement at any time during the Fixed Period by giving Us at least 90 days' written notice. If You terminate this Agreement in accordance with this Clause 7.1 You will be liable for an Early Termination Charge as set out under the Key Financial Information section of this Agreement as well as the amount set out in Clause 8.1.
- 7.2 You will be in default of this Agreement and We may, subject to giving You any notice required by law, terminate this Agreement and demand repayment of the amount set out in Clause 8.1, if:
- (a) You do not pay any Rentals due under this Agreement on the due date for payment or pay any other sum due under this Agreement within 5 days of it being due and payable;
- (b) You breach any term of this Agreement and if such breach is remediable You fail to remedy it within 7 days of written notice requiring its remedy;
- (c) (if You are a partnership) any of the partners die, a petition is presented for an administration order to be made in relation to, or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with the creditor of the partnership or the partnership enters into a voluntary arrangement with its creditors;
- (d) (if You are an individual) You die or an application is made for an interim order to be made in relation to You or a petition is presented for a bankruptcy order against You or a trustee in bankruptcy or like officer is appointed over all or any of Your assets or any other steps are taken to appoint an administrator;
- (e) there is appointed, or any other procedure or step is taken by any person with a view to appointing, a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer over You or any of Your assets (or the actual appointment of any of the foregoing);
- (f) You arrange or attempt to arrange a composition or scheme with Your creditors or a meeting of creditors is called;

- (g) You cease or threaten to cease to carry on trading or sell or dispose of a substantial part of Your business or assets without Our consent;
- (h) there is any change in Your control (whether direct or indirect), or Your present holding company ceases to be Your legal and beneficial owner (free from all mortgages, charges, liens or other encumbrances) of the whole or any part of Your issued share capital from time to time;
- (i) You are unable to pay Your debts as they fall due (as defined by section 123 or 268 of the Insolvency Act 1986);
- (j) (in Scotland) You become bankrupt or have Your estate sequestrated or execute a trust deed, or a judicial factor is appointed to administer Your estate;
- (k) there is a total loss of the Products;
- (l) any distress execution or other legal process is levied against any of Your assets or an encumbrancer takes possession of any of Your assets, or any security created by You becomes enforceable and the mortgagee or chargee takes steps to enforce the same;
- (m) any guarantee in respect of Your obligations under this Agreement is not or ceases to be fully valid binding and enforceable;
- (n) any representation made or information provided by You or on Your behalf to Us from time to time in connection with the negotiation or continuation of this Agreement is found to be incorrect as to a particular which, in Our opinion, is material.

8. YOUR OBLIGATIONS ON TERMINATION

- 8.1 On any termination of this Agreement and/or the hiring of the Products for any reason You must:
 - (a) pay to Us a sum equal to all arrears of Rentals and other payments and interest, and as agreed damages for Our losses due to Your actions a sum equal to all the Rentals (less any Maintenance Charges) that You would have paid had the Agreement continued for the Fixed Period less a discount from the date of termination to the date the Rentals would otherwise have fallen due at a rate of 2% per annum;
 - (b) pay all Our costs in repossessing, repairing and selling the Products and administration of the termination; and
 - (c) comply with Your obligations in Clause 9 below or compensate Us for Our losses due to Your failure to do so.

9. INSPECTION AND RETURN OF PRODUCTS

- 9.1 You must let Us and Our representatives inspect the Products if We give You notice. Upon the termination or expiry of the hiring of the Products We or Our representatives may, subject to giving You any notice required by law, repossess the Products and, (if required by law) under an order of the Court or with Your consent given at that time, enter the Location and/or any premises where the Products are or are believed to be located.
- 9.2 When this Agreement expires, or is terminated, You must return the Products within two days, and in an Average Saleable Condition to an address nominated by Us within the United Kingdom. If You do not You must continue to pay Rentals at the amounts and intervals specified in the Agreement until the Products are received and accepted by Us. The Products must be properly packed for shipment in accordance with the manufacturer's recommendations and specifications, freight pre-paid and insured. If You fail to do so You will be liable for Our costs in recovering the Products and/or restoring them to Average Saleable Condition. Average Saleable Condition means that all of the Products are immediately available for use by a third party, other than Yourself, in good working order and condition, free from any defects and without the need for repair or refurbishment, fair, wear and tear excluded. All Products must be free of markings. You will pay Us on demand for any damage, missing or defective parts or accessories. If all or part of the Products consist of computer equipment You must remove all personal data, sensitive data and passwords. Upon expiry or termination of this Agreement and/or hiring of the Products for any reason then, notwithstanding the other terms of this clause, if You do not or cannot return the Products to Us for any reason within 30 days of such expiry or termination, including but without limitation because they are a total loss, then You will pay Us forthwith a sum equal to the amount We anticipated the Products would be worth at the end of the Fixed Period assuming they had been returned in Average Saleable Condition.

10. YOUR RIGHTS TO END THE AGREEMENT

- 10.1 You may apply to Us to terminate the hiring of the Products during the Fixed Period by giving Us at least 90 days' written notice. If We accept Your request You must pay Us a sum calculated in accordance with Clause 8 and in addition an administration fee of £150 plus VAT.
- 10.2 On termination under Clause 10.1 You must also comply with Your obligations in Clause 9.2.

11. USE OF DATA

- 11.1 To the extent that We determine the manner and the purpose of processing, We acknowledge that We are a Data Controller (as defined by the Data Protection Act 1998) of Your Personal Data. We undertake to act in accordance with the Data Protection Act 1998 at all times (including having in place adequate levels of security in respect of such data).
- 11.2 Our group companies, Our joint ventures and joint ventures of Our group, both current and in the future, as We develop new business either on Our own or with others, will use Your personal information for the following purposes: (i) to identify You when You contact Us; (ii) to help administer, and contact You about improved administration of, any accounts, services and products We have provided before, or provide now or in the future; (iii) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information using Data provided by You; (iv) to help to prevent and detect fraud or loss; and (v) to allow Our insurance management contractor to contact You to establish if You have obtained the insurance cover required by this Agreement. Further details are contained in clause 11.5 and 11.6. A list of Our group companies and Our joint ventures can be obtained by contacting Our Customer Services Department whose contact details can be found in clause 11.4 (below).
- 11.3 In considering Your application, We will search Your records at credit reference agencies and fraud prevention agencies. We will add to Your record details of Our search, whether or not this application proceeds and Your application and these search results will be seen by other organisations that make searches. We may use a credit scoring system when assessing Your application. We will also add to Your record with the credit reference agencies details of Your payments and any default or failures under this Agreement. We will also make periodic searches of Your records during the life of this Agreement. It is important that You give accurate information to Us. If You give false or inaccurate information and We identify fraud, We will provide this information to fraud prevention agencies, law enforcement agencies and other organisations involved in crime and fraud prevention (along with the names of Your directors at the time of the fraud, where You are a company). Where You are a company, You will inform all Your directors of this notice. Before entering into this Agreement We may search records at credit reference agencies, which may be linked to Your spouse/partner, or other persons with whom You are linked financially. For the purposes of this application You may be treated as financially linked and You will be assessed with reference to "associated records". We, the credit reference agencies and the fraud prevention agencies will also use Your records for statistical analysis about credit, insurance and fraud. All organisations that collect and process personal data are regulated by the Data Protection Act 1998, overseen by the Information Commissioner's Office. All credit reference agencies are in regular dialogue with the Information Commissioner. Use of the Electoral Register is controlled under the Representation of the People Act 2000.

- 11.4 When credit reference agencies receive a search from Us they will:
 - (a) place a search "footprint" on Your credit file whether or not this application proceeds. If

the search was for a credit application the record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when You apply for credit in the future; and (b) link together the records of You and anyone that You have advised is Your financial associate including previous and subsequent names of parties to the account. Links between financial associates will remain on Your and their files until such time as You or Your spouse/partner, or other persons with whom You are linked financially successfully files for a disassociation with the credit reference agencies.

They will also supply to Us:

- (a) credit information such as previous applications and the conduct of the accounts in Your name and of Your associate(s) (if there is a link between You – see 11.4(b) above) and/or Your business accounts (if You have one);
- (b) public information such as County Court Judgments (CCJs) and bankruptcies;
- (c) electoral Register information; and
- (d) fraud prevention information.

If You are provided with a finance facility and do not repay in full and on time, We may tell credit reference agencies who will record the outstanding debt. These records will be shared with Fraud Prevention Agencies, other organisations and may be used and shared by Us and them to:

- (a) consider applications for credit and credit related services or other facilities, for You and any associated person; and
- (b) trace debtors, recover debts, prevent or detect money laundering and fraud and to manage Your account(s).

Fraud prevention agency records will also be shared with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for You and members of Your household, managing credit and credit related accounts or facilities and checking details of job applicants and employees. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. You may, by telephoning Our Customer Services department on 0345 266 6056 obtain details of those credit reference and fraud prevention agencies from whom We obtain and to whom We pass information about You. You have a legal right to these details. Further details explaining how the information held by fraud prevention agencies may be used can also be obtained by telephoning Our Customer Services department (on the number above).

You agree that We may hold and process by computer or otherwise any information obtained about You in connection with this Agreement and any other applications You have made to, and any Agreement You may have with Us.

- 11.5 You agree that We may use the information referred to above and disclose it to the Supplier who introduced You to Us and to other members of Our group of companies, for the purposes of reviewing the conduct of this Agreement for credit assessment, to Our insurance management contractor who will contact You for the purposes of reviewing Your compliance with the insurance obligations imposed upon You under this Agreement, for administering and servicing this Agreement and to enable Us to carry out statistical analysis. We may also disclose information obtained about You in connection with this Agreement to Our agent companies, insurers, suppliers, advisers and any person to whom We assign Our rights under this Agreement.
- 11.6 We may contact You in the ways described in the Data Protection Statement or in any other way about Our similar products and services to those You have purchased, unless You tell Us that You would prefer not to receive such marketing information. You can email cs.leasingsolutions@uk.bnpparibas.com at any time to opt-out of receiving such marketing.
- 11.7 From time to time, service providers and organisations with whom We work to provide services to You or credit reference agencies with which We work, may be located outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard Your Personal Data.
- 11.8 Where You have been provided with a finance facility by Us or may enter into a finance account facility with Us, We will give details of Your personal and/or business account (if You have one), including names and parties to the account and how You manage it/them to credit reference agencies.
- 11.9 You have the right to ask Us to correct incorrect data which We may hold about You. You also have the right, upon payment of a fee and applying to Us in writing, to obtain a copy of the information held by Us about You. To do so You can write to The Data Control Officer, BNP Paribas Leasing Solutions Limited, Northern Cross, Basing View, Basingstoke, Hampshire RG21 4HL.
- 12. GENERAL
- 12.1 We may assign this Agreement and/or deal in Our rights and the Products, but this Agreement is personal to You and You may not do that.
- 12.2 If We give You any relaxation of Our rights this does not affect Our ability to enforce Our rights to their full extent.
- 12.3 If We need to contact You, We will send all notices, information and statements to You using the contact details You have provided Us. We may provide You with copy documents and any notices about Your agreement by post, phone or any electronic means, including by e-mail or text message to the address or number that You have provided to Us for that purpose and, where necessary, in a format that can be stored by You. We will always treat You as having received notices provided electronically unless We know You have not but it is Your responsibility to read this information.
- 12.4 If any clause of this Agreement is invalid, that will not affect the validity of others.
- 12.5 Value Added Tax at the applicable rate will be paid by You on all appropriate payments.
- 12.6 All the terms of the hire of the Products are in this Agreement. We may change any of the terms of this Agreement by notifying You at least two months before the change is to take effect.
- 12.7 No person has any rights under this Agreement save as may be set out in it and the parties agree that the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 12.8 In this Agreement references to "We", "Us" and "Our" are to BNP Paribas Leasing Solutions Limited and its successors and assigns and references to "You", "Your" and "Yourself" are to the Hirer and if the Hirer is two or more people each of them jointly and separately. The words with capital letters refer to the description in the Agreement. "group" and/or "group companies" mean any company in the BNP Paribas SA group of companies. BNP Paribas Leasing Solutions is a trading style of BNP Paribas Leasing Solutions Limited.
- 12.9 If You are more than one person, Your obligations will be binding on each person separately and all persons jointly.
- 12.10 You acknowledge and agree that this Agreement, where accessed and signed by You electronically, is deemed to be in writing and that the use of electronic signatures are deemed to be signatures.
- 12.11 English law governs this Agreement. Any dispute arising from it shall be subject to the exclusive jurisdiction of the English Courts.
- 12.12 BNP Paribas Leasing Solutions Limited registered office Northern Cross, Basing View, Basingstoke, Hampshire, RG21 4HL, registered in England No 901225
- 12.13 You agree that We are not required to comply with Regulations 9(1), 9(2) and 11 of the Electronic Commerce (EC Directive) Regulations 2002.

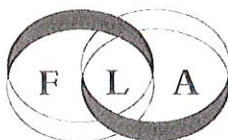
13. CONSUMER CREDIT ACT

- 13.1 If (i) You are a body corporate, (ii) You are a partnership consisting of entirely bodies corporate, (iii) You are a partnership of 4 or more partners, or (iv) the total payments You must make under this Agreement are more than £25,000 including VAT or such other financial limit for the time being set down by the Act and You are entering into the Agreement wholly or predominantly for a business purpose then this Agreement is not regulated under the Financial Services and Markets Act 2000 by the Financial Conduct Authority nor by the Consumer Credit Act 1974. Any reference in this Agreement to the Consumer Credit Act and its consequences do not apply to You, unless You are entering into this Agreement for business purposes, in which case only the statutory references in the business declaration You have signed will be relevant to You.

Checklist for business finance customers

Customers who are introduced by equipment suppliers are recommended to take the following steps:

- 1 Ensure with the supplier that the equipment is new, or if not that you are content that used or refurbished equipment is suitable, and that the minimum period of hire is no longer than your expectation of the working life of the equipment.
- 2 Always ensure that the completed contract corresponds with any verbal or written quotation, and that the equipment description accurately reflects what you are agreeing to pay for including any maintenance or services included in the repayments.
- 3 Ensure that the supplier of any equipment involved is reputable and an accredited supplier of the equipment involved.
- 4 Make it clear within your own organisation who can sign such agreements.
- 5 Read your business finance agreement carefully before signing it and ensure it is correct, particularly in respect of the rental amount and the period of hire. Never sign a business finance agreement which is not fully completed.
- 6 Check the name of the leasing company, and where relevant its parent company, on the page of the lease agreement which you sign and whether this company is a member of the FLA.
- 7 Make sure you understand and agree with all terms and conditions of the business finance agreement and, if you are unsure, seek advice.
- 8 Make sure you understand the costs involved and whether the business finance agreement allows for any automatic increases in charges.
- 9 Check the period of hire and any notice period required for its termination and the settlement terms to be applied on early termination.
- 10 Check whether the business finance agreement includes the supply of services and whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully.
- 11 If any amendments are made to your contract or a further contract is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
- 12 If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.



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