



**Conister**

# **Fixed Term Hire Agreement (Dual Purpose)**

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## IMPORTANT – PLEASE RETAIN

### Our commitment

We are committed to protecting your privacy during your relationship with Conister Finance & Leasing Ltd (Conister) and when you visit our website. We recognise our responsibility to keep the information you provide to us confidential at all times.

This privacy notice covers:

- How and why we process your personal information;
- The sources of information about you;
- The parties we may disclose it to;
- How long we will retain your information;
- What rights you have in respect of your personal data; and
- How you can contact us with any further queries or concerns.

### The Data Controller

Conister is the Data Controller for the purposes of the Data Protection Act 2018 and in relation to all the personal data provided to us.

### The legal basis for processing your data

The Data Controller may process personal data when one of the following applies:

- For the performance of contracts we enter into (or may enter into) with you for our services or finance products.
- For compliance with legal obligations to which the Data Controller is subject.
- For the purpose of yours and our legitimate interests.

### Why do we collect personal information?

We collect your personal information for the following purposes:

- To consider proposals from you for our products and/or services, or for considering third party service agreements, in preparation for the entering into contracts;
- To assess your creditworthiness, and that what you have told us is true and correct;
- To provide existing customers with our products and/or services, to perform obligations under agreements for products and/or services and maintain our ongoing relationships with you;
- To understand how our customers use our products and services to enable us to improve our services to you;
- To manage any third-party arrangements required by Conister in order to run our business and provide you with the products and/or services;

- To comply with our legal and regulatory obligations as a regulated financial services provider;
- To help detect and prevent fraud;
- To trace and recover debts;
- To develop and carry out marketing activities, send marketing communications and to make sure any offers are relevant for you; and
- To consider any applications for employment or sponsorship.

Your personal information is collected and used for the purpose(s) it was provided for, and of which you were aware at the time your information was supplied to us. We will limit the collection of your personal information to only that which is needed in order to satisfy our intended purposes.

It is ultimately your decision as to whether to provide us with any of your personal information, however, please note that if you fail to provide information we have requested, or you fail to provide accurate information, we may not be able to engage with you further.

### What information do we collect and how do we collect it?

In order to fulfil the purposes above, we will need to collect your personal information. We collect it from you when you initially provide it to us, every time you contact us during the administration of your relationship with us, and from additional sources such as background checks and/or references. Information is collected when you meet with us, complete forms, correspond with us, telephone us, or send us an email. We may also get your personal information from an intermediary such as for example, a car dealership if you are

## IMPORTANT – PLEASE RETAIN

seeking finance for a vehicle or financial advisor if you have engaged them to find you a suitable finance options.

This information can include all, or a combination of any of the items listed below:

- General personal details including your name, date of birth, place of birth, nationality, gender, marital status;
- Your contact details (address, telephone numbers, email);
- Employment details such as employment status, employer contact details, and benefits and salary information;
- Information about previous products and/or services you may have had relevant to your current requirements;
- Financial details such as bank account details and/or tax information;
- Character references if you are applying for a job with us;
- Publicly available information (generally obtained through internet searches) such as news articles or public register information; which is obtained from background searches or reference checks.

### Sensitive information

Certain types of personal information are classed as “sensitive” under the Data Protection legislation, or otherwise referred to as “special categories” of data. This includes information about your health, race, ethnic origin, political opinions, religious or philosophical beliefs, sexual orientation, trade union membership and genetic and biometric data.

We do not need to collect your sensitive personal data during the normal course of our business. However, sometimes we may indirectly come across sensitive information such as your health data. In order to be able to process any sensitive personal data, we will need your consent. In the event we are likely to (or do) come into possession of your sensitive personal data, we will contact you separately to seek your consent for its processing.

### How do we use your personal information?

We store and process the personal information that you (or third parties) have provided to us in any or all of the following ways:

- To conduct credit searches and background checks if you are seeking our finance or leasing products or services;
- To consider any application for employment or sponsorship you may have submitted;
- Administrative in order to allow us to perform our obligations under our Terms of Business, credit, lease or hire agreements, or employment contracts you may or have entered into with us;
- To supply you with information about product(s) and/or service(s) that either you have requested from us, or wish to provide to us;
- To manage our relationship with you;

- For general business purposes and to prepare management and accounting information necessary for the conduct of our business, including audit;
- To develop and improve products and services;
- For market research, analysis and developing statistics;
- To make decisions about what products and services we think you may be interested in;
- To comply with any and all regulatory and statutory responsibilities;
- For the prevention and detection of crime, including anti-money laundering (AML) purposes, fraud detection and debt collection; and
- To develop and improve how we deal with financial crime.

Information you submit through our website may be held and processed by our Internet Service Provider, but it is only held and processed on our behalf and under our strict instruction.

### Disclosure of personal information

During the term of your relationship with us we may disclose your personal information to any of the following parties to allow us to properly manage our relationship with you:

- The Manx Financial Group PLC group of companies and associated companies in which we have shareholdings;
- To screening companies, credit reference agencies and fraud prevention agencies to enable us to conduct credit and background checks; (for further information see page 1.3);
- To organisations who may record, use and give out information to lenders or insurers in order to make decisions about financial products;
- To your credit intermediary (if you used one) for the duration of your agreement(s) with us, and/or to our Isle of Man and UK based finance partners. (For further information about this please contact us using the contact details on page 1.5);
- If you have engaged our Credit Brokering services, to your chosen finance provider in order for them to arrange your loan or leasing agreement with you;
- To our insurers for the purpose of acquiring appropriate insurance cover in relation to specific products and/or services that we offer;
- To persons acting as our agents or on our behalf under a strict code of confidentiality where we outsource functions relating to our products and services (for example, loan administration and management, our IT system providers, document storage and archiving companies etc.);
- To anyone we transfer or may transfer our rights and duties under your agreement(s) with us;
- Back to you during the course of your relationship with us;
- To other parties legally connected with your account (e.g. guarantor and other people named on the agreement);
- If you are a current or former employee, to future employers who seek references about you (who will require your consent to do this);

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- To relevant Financial Services Ombudsman Services;
- To law enforcement and fraud prevention agencies; or
- To legal or regulatory bodies (such as the UK Financial Conduct Authority) as required by law or regulation.

Otherwise we will keep all of your personal information confidential unless you give us consent to transfer it to a third party.

It is not normally necessary during the usual course of business to transfer your personal data outside of the Isle of Man or the UK, however, in the event it is necessary, it will be done so in accordance with the requirements of Data Protection legislation. These requirements include the provision that the recipient of your personal data must have the same level of protection in place as you are entitled to on the Isle of Man or in the UK. We will advise you in the event that your personal data is to be transferred in this manner.

The exception to this is, if you as a customer live outside the Isle of Man, UK or the EEA and we are sending your personal information back to you, this will be necessary in order to communicate with you and for providing you with our goods and services. Our emails to you are subject to encryption and any sensitive documentation will be sent via registered mail.

### Credit reference agencies

In considering whether to enter into any agreement with you for our products and/or services, we may search your record and that of any joint applicant or any guarantor using standard public searches and credit reference agencies, these may include credit scoring.

The credit reference agencies will add to their record about you and any joint applicant and any guarantor. The details of our search and your application will be seen by other organisations that make searches using the same credit reference agencies.

This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and other members of your household.

We currently use the following three credit reference agencies. For further information regarding how they will process your information, please refer to the links provided:

- Equifax – [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain)
- Experian – [www.experian.co.uk/crain](http://www.experian.co.uk/crain)
- TransUnion – [www.transunion.co.uk/legal/privacy-centre](http://www.transunion.co.uk/legal/privacy-centre)

### Fraud prevention agencies

We have a legal obligation and legitimate interest to report suspected fraud to law enforcement and fraud prevention agencies, and we are not permitted to share the detail of any disclosure with you.

We may share your personal information with fraud prevention agencies if we feel fraud has been or might be committed. We will use the information to confirm identities, help prevent fraud and/or money laundering or fulfil any contracts you or your business has with us.

These agencies collect, maintain and share data on known and suspected fraudulent activity for the purposes of fraud prevention. These records may be searched and shared with other organisations by the fraud prevention agencies. This is to support their duty to prevent, detect, investigate and prosecute crime.

If fraud is detected, you could be refused certain services, finance or employment.

The fraud prevention and law enforcement agencies we may share data with are:

- Isle of Man Financial Intelligence Unit;
- CIFAS – [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn)
- Dun & Bradstreet – [www.dnb.com/utility-pages/privacy-policy.html](http://www.dnb.com/utility-pages/privacy-policy.html)
- Equifax – [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain)
- Experian – [www.experian.co.uk/crain](http://www.experian.co.uk/crain)
- TransUnion – [www.transunion.co.uk/legal/privacy-centre](http://www.transunion.co.uk/legal/privacy-centre)

Please telephone or write to us at the address stated on page 1.5 if you would like further details of the fraud prevention agencies.

### How long do we retain your personal information?

We are permitted by law to retain your information for as long as is necessary in relation to the purposes for which the information was originally provided. This includes our legal requirement to hold some information for at least six years following the termination of a customer relationship or transaction.

We will hold the personal information of our customers, your accounting records, client due diligence (CDD) and transaction records for a minimum of six years, except where records are required for investigation by law enforcement, where they will be retained for as long as required by the Constable or competent authority.

If you have been declined our services, we will retain your personal information for a maximum of three months from the date we received it, unless you give us permission to retain it for longer.

If you have been unsuccessful in applying for a job with us, we will retain your information for a maximum of six months unless you give us permission to retain it for longer.

## IMPORTANT – PLEASE RETAIN

Once your information is no longer necessary in accordance with the above, it shall be destroyed in line with Data Protection legislation.

### Your rights

Under Data Protection legislation you have the following rights free of charge:

#### 1. Access to personal data

Subject to exceptions detailed in Data Protection legislation, you have a right of access to all personal data we hold about you. If you wish to exercise this right, or you have any questions regarding your personal data, please write to the Data Protection Officer at the address on page 1.5. We will respond within one month from receipt of a valid request, and in any event, without undue delay.

#### 2. Automated decision making

If you are applying for a loan with us, your application may be decided using purely automated decision making technology. This means that the personal information you provide (or is collected through background and credit checks) is fed through our computer systems and marked against a list of parameters we are prepared to accept if your loan application is to be successful. If your information does not meet pre-programmed criteria, your loan application may be declined. The decision as to whether to grant you a loan, is therefore “automatically determined”.

You have the right to request that your application is assessed instead by a physical person. If you would like to exercise this right, or you would like further information about this, please write to the Data Protection Officer at the address on page 1.5.

#### 3. Rectification

You have the right to the rectification of inaccurate data, and to obtain completion of incomplete personal data. To correct or amend your personal data, please contact the Data Protection Officer at the address on page 1.5 with the details. We will make the required changes as soon as possible.

#### 4. Erasure

In certain situations you have the right to request that your personal data is erased, however, there are limitations to this right.

Examples of grounds for exercising your right to erasure include:

- Personal data is no longer necessary for the purpose of the performance of a contract between us and you;
- Where data has been unlawfully processed;
- Where data has to be erased to comply with a legal obligation;
- Where a right to object to direct marketing or the right to object to processing has been exercised.

Examples of limitations to your right of erasure include:

- It is necessary for the performance of a contract between us and you;
- Our compliance with legal obligations to retain client records for certain periods of time (as detailed above); and
- Establishment, defence or exercise of legal claims.

#### 5. Restriction of processing

You have the right to restrict our processing of your personal data in the following circumstances:

- If you contest the accuracy of personal data processed by us, (we may restrict processing for a limited period to enable us to verify the accuracy and amend the data as necessary);
- We no longer require your information for the purposes we originally obtained it;
- We have no legitimate grounds for processing your information or your information has been processed unlawfully.

If you wish to exercise this right please contact the Data Protection Officer at the address on page 1.5 with the full details.

#### 6. Data portability

You have a right to receive your personal information that you have provided to us, in a structured, commonly used and machine readable format. You also have a right to have this personal data transmitted to another data controller (i.e. another business), where technically feasible to do so.

#### 7. Right to object

You have the right to object to us processing your personal data in the following circumstances:

- For direct marketing purposes;
- Profiling in relation to direct marketing.

#### 8. Right to lodge a complaint

If you have a complaint regarding the way we are processing your personal data, please address it with us in the first instance in the hopes that we will be able to resolve the matter with you. However, if you do not want to address your concerns to us, or we have failed to satisfactorily respond to your data protection complaint, you have the right to complain to the Data Protection Supervisor. The contact details are below:

##### Isle of Man

Information Commissioner,  
First Floor, Prospect House,  
Prospect Hill, Douglas,  
Isle of Man IM1 1ET

##### Telephone

+44(0) 1624 693260

##### United Kingdom

Information Commissioners Office,  
Wycliffe House,  
Water Lane, Wilmslow,  
Cheshire SK9 5AF

##### Telephone

+44(0) 303 123 1113

## IMPORTANT – PLEASE RETAIN

### Marketing

If you wish to receive information about our products or services please let us know by any of the contact options provided below.

### Cookies

If you use our website, for information about our cookie usage please see the information below. In line with the statutory requirements for cookie usage we make you aware that we will use cookies and that you agree to our use of cookies.

Cookies can be used to recognise your Internet Protocol (IP) address, saving you time while you are on, or want to enter, the website. We use cookies for your convenience in using the website (for example to remember who you are without you having to re-enter your password) and we may use cookies to ensure the advertising you receive is as relevant as possible for you. They help us to improve the website and to deliver a better and more personalised service. They enable us to, for example (but without limitation):

- To estimate our audience size and usage pattern;
- To store information about your preferences, and so allow us to customise the website according to your individual interests and spending patterns;
- To speed up your searches;
- To recognise you when you return to the website; and

- To enable us to target opportunities in accordance with your interests and spending patterns and to collate the information you have provided in order to strengthen our buying power with third party suppliers.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of the website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you access the website.

If you want to find out more information about cookies, go to <http://www.allaboutcookies.org> or to find out about removing them from your browser, go to <http://www.allaboutcookies.org/manage-cookies/index.html>.

Please note that our suppliers and advertisers may also use cookies, over which we have no control.

### What is aggregate information?

Aggregate information is used to show us the total number of visits to our website and which parts of the site are used and most. Aggregate information does not identify individuals, as it does not contain any personal data. This information helps us in developing our website and improving the service we offer you.

## The Data Protection Officer and contact details

If you have any questions or concerns regarding this notice or you wish to exercise your rights, please contact us, addressing your query to the Data Protection Officer:

### Writing

Conister Finance & Leasing Ltd,  
Clarendon House, Victoria Street, Douglas,  
Isle of Man IM1 2LN

### Telephone

+44 (0)1624 694694

### Email

[data@conisterbank.co.im](mailto:data@conisterbank.co.im)

## Pre-Contract Information

# Fixed Term Hire Agreement regulated by the Consumer Credit Act 1974

# 2.1

Agreement number

**IMPORTANT – PLEASE RETAIN**

### Lessor, which expression shall include its successors and assigns

**Conister Finance & Leasing Ltd**, a company incorporated on the Isle of Man with company registration number 077828C and registered as an Overseas company in England and Wales with registration number FC024114 of Oxford House, 12-20 Oxford Street, Newbury, Berkshire, RG14 1JB

### Lessee

Full company name

Address

Postcode

Company registration number

### Key financial information

#### Goods

To include serial numbers of Goods

<input type="text"/>
<input type="text"/>
<input type="text"/>

New  
(please tick)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Used  
(please tick)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

### Rentals

#### First Rental

Number of Rentals	Frequency	Due dates	Rental Amount
1	–	Date of Agreement	£ <input type="text"/> (exc. VAT)
			£ <input type="text"/> (VAT)
			£ <input type="text"/> (inc. VAT)

#### Followed by

Number of Rentals	Frequency	Due dates	Rental Amount
<input type="text"/>	Choose <input type="text"/>	Commencing <input type="text"/>	£ <input type="text"/> (exc. VAT)
		from the Date of Agreement	£ <input type="text"/> (VAT)
		and payable <input type="text"/>	£ <input type="text"/> (inc. VAT)
		thereafter.	

Fixed period (months in words)



## IMPORTANT – PLEASE RETAIN

The Rentals may be varied under this Agreement in the event that any of the following assumptions are not realised:

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

If in the opinion of the Lessor there is a total loss, constructive loss or arranged total loss of the Goods (**Total Loss**) the Lessee may, on expiry of 28 days after the occurrence of the Total Loss, be required to pay the Lessor a sum equal to that

calculated under clause 10 as if the Lessor had been entitled to terminate and had terminated the Agreement. The sums referred to in clause 10 are: (i) all arrears of Rentals and other sums due under this Agreement; plus (ii) a sum equal to all the Rentals that would have been payable (in the absence of any early termination) during the remainder of the Fixed Period (less a discount for early payment on each such Rental at the rate of 3% a year from the date of termination to the date the Rental would have been due); (iii) all costs, expenses and losses incurred by the Lessor in liquidating, or redeploying the proceeds of any funding or other financial arrangement it has entered into for the purposes of funding the Lessor's investment in the Goods; (iv) damages for any breach of this Agreement and all expenses and costs incurred by the Lessor in retaking possession of and selling or attempting to sell the Goods and enforcing its rights under this Agreement and in restoring the Goods to the condition required by this Agreement; and (v) less the net proceeds of sale of the Goods (which shall be an amount equal to the proceeds of sale of the Goods received by the Lessor (excluding any VAT) less the Lessor's expenses in connection with the recovery, possession, insurance, storing and sale of the Goods).

## Key information

Administration Fee plus VAT  
is payable with the First Rental.

The Lessee shall pay the following charges if it breaches/they breach this Agreement:

- (i) 2% of each Rental or any other sum due under this Agreement that is not paid by Direct Debit (clause 3.4); and
- (ii) a fee of £25.00 plus VAT for each payment made by the Lessee that is refused or returned (clause 3.5).

The Lessee shall pay interest at the rate of 4% per year over the Bank of England Base Rate from time to time on all overdue sums calculated on a daily basis and compounded quarterly from the due date until payment (both before and after judgment) (clause 3.5).

The Lessor may charge the Lessee an Annual Service Fee of £30.00 commencing on the first anniversary of the Date of Agreement and annually thereafter (clause 3.6).

**The Lessee shall reimburse the Lessor on demand all costs the Lessor incurs in the event that it has to: (i) pay any insurance premium in respect of the Goods; or (ii) effects the insurance of the Goods under clause 6.4.**

If this Agreement, or the hiring of the Goods, is terminated by the Lessor under clause 7.1(b) or clause 9, the Lessee shall, in accordance with clause 10, pay the Lessor: (i) all arrears of Rentals and other sums due under this Agreement; plus (ii) a sum equal to all the Rentals that would have been payable (in the absence of any early termination) during the remainder of the Fixed Period (less a discount for early payment on each such Rental at the rate of 3% a year from the date of termination to the date the Rental would have been due); plus (iii) all costs, expenses and losses incurred by the Lessor in liquidating, or redeploying the proceeds of any funding or other financial arrangement it has entered into for the purposes of funding the Lessor's investment in the Goods; plus (iv) and damages for any breach of this Agreement and all expenses and costs incurred by the Lessor in retaking possession of and selling or attempting to sell the Goods and enforcing its rights under this Agreement and in restoring the Goods to the condition required by this Agreement; less (v) the net proceeds of sale of the Goods.

The Lessee agrees to indemnify the Lessor against all losses, charges, damages, legal expenses (on a full indemnity basis), proceedings, judgements and liabilities directly or indirectly incurred by the Lessor: (i) by reason of any failure or alleged failure by the Lessee to comply with any of its obligations under this Agreement; (ii) by reason of any loss, injury or damage suffered by any person in connection with the design, manufacture, testing, delivery, possession, hiring



## IMPORTANT – PLEASE RETAIN

### Key information continued

transportation, maintenance, ownership, condition, insurance, use, operation, removal, return, sale or disposal of the Goods or any defect of the Goods; (iii) in respect of all loss or damage to the Goods (insofar as the Lessor shall not be reimbursed for the same out of any proceeds of insurance in respect of the Goods) occurring at any time before the Goods are redelivered to or recovered by the Lessor regardless of the cause of the loss or damage; (iv) in respect of the affixation or removal of the Goods to or from the land or buildings at which they are located.

The Lessee agrees to indemnify the Lessor against any claim made against the Lessor for breach of any software licence necessary for the use and operation of the Goods in accordance with clause 5.1(g).

The Lessee also agrees to pay other charges that may arise under the Agreement, as set out in more detail in the following terms of the Agreement: 5.1(e) (to keep the Goods in good repair, properly serviced and maintained); 5.1(i) (to add or install any safety or other equipment required); 5.1(j) (to pay all rates, taxes, fines charges etc.); 5.1(l) (to obtain a landlord's or mortgagee's waiver); 7.4 (to assign to the Lessor the Lessee's rights under any relevant insurance policy); and 8.1 (to redeliver the Goods to the Lessor; and reimburse the Lessor for any costs it incurs in removing the Goods). 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.

**If (i) the Lessee is a body corporate, (ii) the Lessee is a partnership consisting of entirely bodies corporate, (iii) the Lessee is a partnership of four or more partners, or (iv) the total payments the Lessee must make under this Agreement are more than £25,000 including VAT and the Lessee is 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 and any statement in this Agreement about the Consumer Credit Act and its consequences do not apply to the Lessee.**

# Fixed Term Hire Agreement regulated by the Consumer Credit Act 1974

3.1

Agreement number

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## Lessee

Full company name

Address

Postcode

Company registration number

## Key financial information

### Goods

To include serial numbers of Goods

<input type="text"/>
<input type="text"/>
<input type="text"/>

New  
(please tick)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Used  
(please tick)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

## Rentals

### First Rental

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### Followed by

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Fixed period (months in words)

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

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calculated under clause 10 as if the Lessor had been entitled to terminate and had terminated the Agreement. The sums referred to in clause 10 are: (i) all arrears of Rentals and other sums due under this Agreement; plus (ii) a sum equal to all the Rentals that would have been payable (in the absence of any early termination) during the remainder of the Fixed Period (less a discount for early payment on each such Rental at the rate of 3% a year from the date of termination to the date the Rental would have been due); (iii) all costs, expenses and losses incurred by the Lessor in liquidating, or redeploying the proceeds of any funding or other financial arrangement it has entered into for the purposes of funding the Lessor's investment in the Goods; (iv) damages for any breach of this Agreement and all expenses and costs incurred by the Lessor in retaking possession of and selling or attempting to sell the Goods and enforcing its rights under this Agreement and in restoring the Goods to the condition required by this Agreement; and (v) less the net proceeds of sale of the Goods (which shall be an amount equal to the proceeds of sale of the Goods received by the Lessor (excluding any VAT) less the Lessor's expenses in connection with the recovery, possession, insurance, storing and sale of the Goods).

## Key information

Administration Fee plus VAT  
is payable with the First Rental.

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- (ii) a fee of £25.00 plus VAT for each payment made by the Lessee that is refused or returned (clause 3.5).

The Lessee shall pay interest at the rate of 4% per year over the Bank of England Base Rate from time to time on all overdue sums calculated on a daily basis and compounded quarterly from the due date until payment (both before and after judgment) (clause 3.5).

The Lessor may charge the Lessee an Annual Service Fee of £30.00 commencing on the first anniversary of the Date of Agreement and annually thereafter (clause 3.6).

**The Lessee shall reimburse the Lessor on demand all costs the Lessor incurs in the event that it has to: (i) pay any insurance premium in respect of the Goods; or (ii) effects the insurance of the Goods under clause 6.4.**

If this Agreement, or the hiring of the Goods, is terminated by the Lessor under clause 7.1(b) or clause 9, the Lessee shall, in accordance with clause 10, pay the Lessor: (i) all arrears of Rentals and other sums due under this Agreement; plus (ii) a sum equal to all the Rentals that would have been payable (in the absence of any early termination) during the remainder of the Fixed Period (less a discount for early payment on each such Rental at the rate of 3% a year from the date of termination to the date the Rental would have been due); plus (iii) all costs, expenses and losses incurred by the Lessor in liquidating, or redeploying the proceeds of any funding or other financial arrangement it has entered into for the purposes of funding the Lessor's investment in the Goods; plus (iv) and damages for any breach of this Agreement and all expenses and costs incurred by the Lessor in retaking possession of and selling or attempting to sell the Goods and enforcing its rights under this Agreement and in restoring the Goods to the condition required by this Agreement; less (v) the net proceeds of sale of the Goods.

The Lessee agrees to indemnify the Lessor against all losses, charges, damages, legal expenses (on a full indemnity basis), proceedings, judgements and liabilities directly or indirectly incurred by the Lessor: (i) by reason of any failure or alleged failure by the Lessee to comply with any of its obligations under this Agreement; (ii) by reason of any loss, injury or

### Key information continued

damage suffered by any person in connection with the design, manufacture, testing, delivery, possession, hiring, transportation, maintenance, ownership, condition, insurance, use, operation, removal, return, sale or disposal of the Goods or any defect of the Goods; [iii] in respect of all loss or damage to the Goods [insofar as the Lessor shall not be reimbursed for the same out of any proceeds of insurance in respect of the Goods] occurring at any time before the Goods are redelivered to or recovered by the Lessor regardless of the cause of the loss or damage; [iv] in respect of the affixation or removal of the Goods to or from the land or buildings at which they are located.

The Lessee agrees to indemnify the Lessor against any claim made against the Lessor for breach of any software licence necessary for the use and operation of the Goods in accordance with clause 5.1[g].

The Lessee also agrees to pay other charges that may arise under the Agreement, as set out in more detail in the following terms of the Agreement: 5.1[e] (to keep the Goods in good repair, properly serviced and maintained); 5.1[i] (to add or install any safety or other equipment required); 5.1[j] (to pay all rates, taxes, fines charges etc.); 5.1[l] (to obtain a landlord's or mortgagee's waiver); 7.4 (to assign to the Lessor the Lessee's rights under any relevant insurance policy); and 8.1 (to redeliver the Goods to the Lessor; and reimburse the Lessor for any costs it incurs in removing the Goods). This Agreement is not cancellable.

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## 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.

### Supplier

Full company name(s)

#### 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 Financial Ombudsman Service

If you have a complaint you should write to us and we will endeavour to resolve it as soon as possible. If you entered into this Agreement for non-business purposes you may have the right to refer any unresolved complaint to the:

Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR  
[www.financialombudsman.org.uk](http://www.financialombudsman.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 the right to refer financial services complaints which we cannot settle to the Financial Ombudsman Service.

### Declaration for exemption relating to businesses (Articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

I am/We are entering this agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried on by me/us.

I/We understand that I/we will not have the benefit of the protection and remedies that would be available to me/us under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

I am/We are aware that, if I am/we are in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we should seek independent legal advice.

### Important – Data Protection Information

By signing this Agreement the **Lessee confirms** that they were given a copy of the Lessor’s **‘Data Protection Information Notice’** which was provided during the application process and that they have read and understood its content.

Further copies of the ‘Data Protection Information Notice’ are available upon request or viewable on the Lessor’s website:

**www.conister.co.uk**

If (i) the Lessee is a body corporate, (ii) the Lessee is a partnership consisting of entirely bodies corporate, (iii) the Lessee is a partnership of four or more partners, or (iv) the total payments the Lessee must make under this Agreement are more than £25,000 including VAT and the Lessee is 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 and any statement in this Agreement about the Consumer Credit Act and its consequences do not apply to the Lessee.

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signatures of Lessee(s)

Date(s) of Signature(s)

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

#### Lessee’s main contact details

First name(s)

Surname

Telephone number

Email

Goods location (if different to main address given on 3.1)

#### Lessor’s signature

Signature of Lessor

Commencement date



## Terms and conditions

### 1 This Agreement

The terms and conditions set out overleaf and below make up the agreement between the Lessor and the Lessee (**Agreement**).

### 2 The Goods and the Fixed Period

- 2.1 The Lessor agrees to let and the Lessee agrees to take on hire the goods set out overleaf (**Goods**), for use in its business, in accordance with this Agreement. The Goods shall include all replacements, replacement parts, items fitted to the Goods, logbooks, handbooks, manuals and service records.
- 2.2 The fixed period of the lease (**Fixed Period**) shall be as set out overleaf. The hiring of the Goods will start on the Commencement Date set out overleaf and, unless this Agreement is terminated earlier in accordance with its terms will continue for the Fixed Period. On expiry or termination of the hiring of the Goods for any reason, the Lessee shall return the Goods to the Lessor in accordance with clause 8.1.
- 2.3 Provided that the Lessee is not in default in the payment of any sum payable under or otherwise in breach of any of the provisions of this Agreement, it shall be entitled to enjoy quiet possession of the Goods for the Fixed Period.

### 3 Payments

- 3.1 The rentals (**Rentals**) shall be as set out overleaf. All Rentals and other sums due from the Lessee to the Lessor under this Agreement shall be paid by the relevant due date. Punctual payment by the Lessee of all Rentals and other sums due under this Agreement is a vital condition of this Agreement.
- 3.2 All Rentals and other sums due under this Agreement from the Lessee to the Lessor shall be made without demand by Direct Debit or any other means agreed by the Lessor and shall be made without deduction, set-off, withholding or counterclaim. There shall not be any rebate or deferral of any payment during any period in which the Goods are not working, are not in the Lessee's possession, are unserviceable or are unavailable for use for any reason. The payment of sums due under this Agreement shall not be affected in any way by the loss, damage, theft, Total Loss of or any defect in the Goods. If the Lessee is required by law to make any deduction in respect of any payment due under this Agreement, the Lessee shall increase the payment due by an amount which, after making the required deduction, leaves the Lessor in the position it would have been in had the deduction not been required.
- 3.3 The cost of all Rentals are inclusive of VAT but the Lessee shall pay to the Lessor VAT on any other sums due under this Agreement which attract VAT at the prevailing rate when such sums are due for payment.
- 3.4 Payments made by the Lessee by post are made at the Lessee's risk. If the Lessee does not pay the Rentals by Direct Debit, the Lessor may increase the Rentals by up to 2% to reflect its increased administration costs.
- 3.5 The Lessee shall pay interest on all overdue sums under this Agreement calculated on a daily basis and compounded quarterly from the due date until payment (both before and after judgment) at the rate of 4% per year over the Bank of England Base Rate from time to time. On each occasion that a payment by the Lessee is refused or otherwise returned, the Lessee shall pay a sum equal to £25.00 plus VAT to reflect the Lessor's associated administration costs.
- 3.6 The Lessor may charge the Lessee an Annual Service Fee of £30.00 commencing on the first anniversary of the Date of Agreement and annually thereafter.

### 4 Taxation

- 4.1 The Rentals and the amounts payable under clauses 7.1(b) and 10 are calculated assuming that:
  - (a) the rate of corporation tax in the United Kingdom for companies shall remain at the rate applicable as at the date of this Agreement throughout the Fixed Period;
  - (b) the law and practice in the United Kingdom relating to taxation of companies and groups of companies as it affects the transaction recorded in this Agreement remains throughout the Fixed Period the same as at the date of this Agreement; and
  - (c) subject to section 220 of the Capital Allowances Act 2001, the Lessor shall qualify for writing-down allowances at the rate applicable as at

the date of this Agreement on the whole of its expenditure incurred in the provision of the Goods in the Lessor's accounting period in which the expenditure is incurred and at the same rate on the Lessor's qualifying expenditure in each of the Lessor's subsequent accounting periods.

- 4.2 If at any time or times any of the assumptions set out in clause 4.1 shall not be realised and as a result the aggregate of the Rentals paid and to be paid during the Fixed Period would [disregarding this clause 4] result in the Lessor's net rate of return being different from that which the Lessor would have received had the assumptions been realised then the Lessor may by notice to the Lessee adjust the Rentals or require a lump sum payment where the Fixed Period has ended and when appropriate calculate or recalculate [if previously notified to the Lessee] the amounts payable under clauses 7.1(b) and 10 by the amount which the Lessor determines to be necessary to maintain the Lessor's net rate of return as if the assumptions had been realised in full.
- 4.3 In this clause 4:
  - (a) the Lessor's net rate of return means the net rate of return on the Lessor's investment in the acquisition, leasing and disposal of the Goods being determined on the bases that the assumptions set out in clause 4.1 are realised, the aggregate of the Rentals payable during the Fixed Period are paid when due and the Lessor does not record a pre-tax loss on the transaction recorded by this Agreement;
  - (b) references to Rentals shall be deemed to be references to the rentals set out overleaf or as such rentals may already have been adjusted under the terms of this Agreement; and
  - (c) references to the Lessor shall be deemed to be references to the actual owner of the Goods.

### 5 Inspection, use and care of the Goods

- 5.1 The Lessee shall:
  - (a) be responsible for arranging for the delivery of the Goods from the supplier. The Lessee shall inspect the Goods upon delivery. Unless the Lessee notifies the Lessor in writing within 7 days of delivery of the Goods of any defect in or issue with the Goods, it shall be conclusively presumed that the Goods are complete and in good order and condition and fit for the purpose for which they are required and in every way satisfactory to the Lessee. Where the Goods are satisfactory to the Lessee, the Lessee shall sign a certificate of acceptance in respect of the Goods if required by the Lessor;
  - (b) allow the Lessor or its duly authorised agent or representative upon reasonable notice at any time access to inspect the Goods and any records relating to the Goods;
  - (c) keep the Goods in its control and at the Location of Goods set out overleaf. The Lessee shall not move the Goods from the Location of the Goods without obtaining the prior written consent of the Lessor. Where the Goods are moveable, the Goods may be taken anywhere within the United Kingdom but shall not be taken outside the United Kingdom without the prior written consent of the Lessor;
  - (d) use the Goods in a skilful and proper manner and in accordance with any operating instructions issued for them and any statutory requirements and shall ensure that the Goods are operated and used by properly skilled and trained personnel;
  - (e) keep the Goods at its own expense and at all times in good repair, condition and working order, properly serviced and maintained and shall keep records of the same. The Lessee shall be responsible for any loss or damage caused by or to the Goods apart from that caused by fair wear and tear;
  - (f) not make any alteration to the Goods or remove any component from the Goods unless it is replaced immediately [or if removed in the ordinary course of repair and maintenance as soon as practicable] by the same component or by one of a like make and model to that removed or any improved or advanced version of it;
  - (g) where the Goods include software, obtain all software licences necessary for the use and operation of the Goods, comply with the terms of such software licences and indemnify the Lessor against any claim made against it for breach of such software licences. The Lessor does not licence the software and is not liable for any failure of any software;

## Terms and conditions continued

- (h) not sell, offer for sale, assign, mortgage, pledge, charge, underlet, lend or otherwise deal with the Goods or any interest in them or this Agreement nor allow the creation of any lien over them and shall protect the Goods against repossession, distress, execution or seizure (or in Scotland, any form of diligence);
  - (i) comply with all statutory and other obligations of all kinds in relation to the Goods and the use of them and at its own expense to add or install with the Goods any safety or other equipment required by any applicable law or regulation to be added or installed;
  - (j) obtain, effect and keep effective all permissions, licences and permits and pay all rates, rents, taxes, fines and charges which may from time to time be required in connection with the business of the Lessee, the Goods and their use, the premises where the Goods are from time to time situated or kept, this Agreement and the purchase, ownership, delivery, leasing, possession, operation, import to or export from any country, return or other disposition of the Goods and upon the rentals, receipts and earnings arising from the Goods including interest and penalties (other than corporation tax charged on the profits or taxable gains of the Lessor);
  - (k) not sell, transfer, lease or otherwise dispose of, mortgage, charge or otherwise encumber any land or building on which the Goods are kept. The Lessee shall not affix the Goods to any land or building without the prior written consent of the Lessor and shall make good any damage caused by the affixation or removal of the Goods from any such land or buildings;
  - (l) where required by the Lessor, obtain a waiver in a form approved by the Lessor from any landlord or mortgagee of the premises where the Goods are from time to time or any holder of security from the Lessee acknowledging the Lessor's interest in the Goods and agreeing to allow the Lessor access to the Goods for the purpose of inspection and to sever or remove the Goods from the premises and not to repossess, seize or exercise any form of distress or execution (or in Scotland, any form of diligence) against the Goods (whether or not any part of the Goods shall be affixed to the premises or relevant land);
  - (m) where the Goods become affixed to any land or building, ensure that the Goods are capable of being removed without material damage to the land or building and take all reasonable steps to prevent title to the Goods passing to the landlord of the land or building and the Lessee warrants that if the Goods are or may become a fixture [as defined in section 173 of the Capital Allowances Act 2001] the Goods would, by virtue of section 176 of the Capital Allowances Act 2001, have been treated for material purposes as being owned by the Lessee as if the Lessee had bought the Goods and incurred capital expenditure in doing so at the commencement of the Fixed Period and the Lessee is leasing the Goods for the purposes of a qualifying activity carried on by it or for leasing otherwise than in the course of a qualifying activity;
  - (n) where the Goods are or may become a fixture, sign and deliver to the Lessor an election that section 177 of the Capital Allowances Act 2001 shall apply or any similar election so that the Lessor or the actual owner of the Goods is treated as the owner of the Goods; and
  - (o) if the Goods are a vehicle to which the Goods Vehicles [Licensing of Operators] Act 1995 applies, then the Lessee must ensure that any operator of the vehicle possesses a valid operator's licence for the vehicle. The Lessor may request to see evidence of this licence at any time during the term of this Agreement.
- 5.2 The Lessee confirms that it has all warranties it requires in respect of the Goods from the manufacturer of the Goods.
- ### 6 Insurance
- 6.1 The Lessee must insure the Goods 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 at the Lessee's own expense. The Lessee must arrange to note the Lessor interest on any policy of insurance as the Owner of the Goods and payee of any insurance proceeds. The Lessee must produce evidence of such insurance to the Lessor on demand.
- 6.2 If the Lessee makes an insurance claim, then they must notify the Lessor as soon as possible.
- 6.3 The Lessee shall hold any insurance monies which they receive in respect of equipment on trust for the Lessor.
- 6.4 If the Lessee fails to provide evidence of adequate insurance on the Goods then the Lessor shall have the right (but not an obligation) to take out their own insurance to protect the Goods and charge the Lessee the cost of the premiums. The Lessor will give the Lessee notice of the proposed premium cost (and the Lessee may arrange their own insurance in accordance with this clause 6.4) at any time. The Lessee must notify the Lessor as soon as possible of any damage to or loss of the Goods and provide the Lessor's insurer with a true, complete and accurate statement of loss and any other information that the Lessor's insurer reasonably requires in support of a claim. In the event that the Lessor makes a claim, the Lessee must make every reasonable effort to protect the Goods from further loss.
- 6.5 The Lessor may apply any insurance monies (at our option) towards the cost of repair or reinstatement of the Goods or towards payment of any sum or sums due to us under this Agreement.
- 6.6 The Lessee agrees to indemnify the Lessor and keep the Lessor fully indemnified on demand against any loss, damage, proceedings, claims, costs or expenses arising directly or indirectly from the Lessee hiring, possession, operation or use of the Goods under this Agreement except for death or personal injury caused by the Lessor's negligence. The provisions of this clause shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.
- ### 7 Total Loss and damage to the Goods
- 7.1 The Lessee shall inform the Lessor in writing immediately upon the confiscation of or any loss of or damage to the Goods. If, in the opinion of the Lessor or the insurer, there is a total loss, constructive loss or arranged total loss of the Goods (each a **Total Loss**), at the option of the Lessor:
- (a) within 28 days of the occurrence giving rise to the Total Loss, the Lessee shall replace the Goods at its own expense with goods of the same specification, age and condition. Any replacement goods shall become the property of the Lessor and shall be deemed to be Goods for the purposes of this Agreement. The Lessee shall do anything necessary to ensure that any replacement goods become the property of the Lessor; or
  - (b) on the expiry of 28 days after the occurrence giving rise to the Total Loss, the Lessee shall pay to the Lessor an amount equal to the sum calculated under clause 10 as if the Lessor had been entitled to terminate and had terminated the Agreement under clause 9.1 on the date of the occurrence giving rise to the Total Loss save that in the calculation of the sum due under clause 10, deduction of the net sale proceeds shall be replaced by the deduction of the amount of the insurance money (if any) received by the Lessor under the policy or policies maintained pursuant to clause 6.4.
- 7.2 The amount payable pursuant to clause 7.1(b) shall be paid together with interest on it calculated in accordance with clause 3.5 from the date of the occurrence giving rise to the Total Loss until the date of payment.
- 7.3 Immediately upon the occurrence giving rise to the Total Loss, the hiring of the Goods shall terminate but without prejudice to this Agreement which shall continue in full force and effect and to any claims or liabilities then outstanding or arising in the future in connection with this Agreement.
- 7.4 If loss or damage occurs that does not amount to a Total Loss, the Lessee shall apply any insurance monies paid in respect of the loss or damage in making good the loss or damage and, at the request of the Lessor and at the Lessee's expense, assign to the Lessor all the Lessee's rights, benefits and claims under any relevant insurance policy.
- ### 8 Return of the Goods
- 8.1 On expiry or termination of this Agreement, the Lessee shall at its own expense redeliver the Goods to a location in the United Kingdom notified to the Lessee by the Lessor. The Goods shall be in good repair and working order and commensurate with the performance by the Lessee of its obligations under this Agreement. Where the Lessee fails to return

## Terms and conditions continued

the Goods to the Lessor within 30 days of the expiry or termination of this Agreement, the Lessee shall grant the Lessor or its agent access to any premises where the Goods may be for the purpose of removing them, and shall reimburse the Lessor any costs it incurs in doing so.

### 9 Default or breach

- 9.1 Without prejudice to the Lessor's right to arrears of Rentals or other sums due or for damages for breach of this Agreement, the Lessor may, after giving any notices required by law, terminate the Agreement on the occurrence of any of the following events, if:
- (a) the Lessee fails to pay any Rental or other sum due under this Agreement to the Lessor by its due date;
  - (b) the Lessee fails to comply with or breaches any other provision of this Agreement;
  - (c) clause 13.1 applies to the Lessee, the Lessee fails to pay any sum due under or breaches the terms of any other agreement in force between it and the Lessor or any member of the Lessor's group or any loan, lease, debt or security agreement in force between it and any other party;
  - (d) the Lessee does or allows to be done any act or thing that may prejudice or endanger the Lessor's property or rights in the Goods;
  - (e) the Lessee is unable to pay its debts as they fall due;
  - (f) the Lessee, being an individual, has a bankruptcy order made against him or her (or in Scotland be sequestrated or become apparently insolvent);
  - (g) the Lessee, being an individual, dies;
  - (h) where applicable, the Lessee is liquidated or wound up or has a petition for winding up presented against it or passes a resolution for voluntary winding up (otherwise than in the course of a reconstruction approved by the Lessor);
  - (i) where applicable, any steps are taken to appoint an administrator or administrative receiver over the Lessee or to appoint a receiver over any of the Lessee's assets;
  - (j) the Lessee convenes any meeting of all or any of its creditors or makes a deed of assignment or arrangement or otherwise compounds with all or any of its creditors;
  - (k) any step is taken to levy distress or execution or any distress or execution is levied or threatened to be levied upon the goods of or in possession of the Lessee (or in Scotland any form of diligence is done or threatened by a third party affecting the Goods);
  - (l) the Lessee abandons the Goods;
  - (m) there is, in the opinion of the Lessor, a material adverse change in the financial position or business of the Lessee;
  - (n) where applicable, there is any change in the control, ownership or shareholding of the Lessee or any holding company of the Lessee from that existing at the date of this Agreement; or
  - (o) the Lessee, being a partnership, is dissolved or proceedings for its dissolution are commenced.
- 9.2 Where the Lessor terminates the Agreement in accordance with clause 9.1, the Lessor's consent to the Lessee's possession of the Goods shall determine immediately and the Lessor may take possession of the Goods.

### 10 Consequences of termination

Immediately upon termination of the Agreement, the Lessee shall pay to the Lessor:

- (a) all arrears of Rentals and other sums due under this Agreement; plus
- (b) a sum equal to all the Rentals that would have been payable (in the absence of any early termination) during the remainder of the Fixed Period (less a discount for early payment on each such Rental at the rate of 3% a year from the date of termination to the date the Rental would have been due);
- (c) all costs, expenses and losses incurred by the Lessor in liquidating, or redeploying the proceeds of any funding or other financial arrangement it has entered into for the purposes of funding the Lessor's investment in the Goods;
- (d) damages for any breach of this Agreement and all expenses and costs incurred by the Lessor in retaking possession of and selling or attempting to sell the Goods and enforcing its rights under this

Agreement and in restoring the Goods to the condition required by this Agreement; and

- (e) less the net proceeds of sale of the Goods (which shall be an amount equal to the proceeds of sale of the Goods received by the Lessor (excluding any VAT) less the Lessor's expenses in connection with the recovery, possession, insurance, storing and sale of the Goods).

### 11 Exclusion of liability

- 11.1 The Lessee is responsible for choosing the Goods and making sure that they are fit and suitable for its purposes. The Lessor is not a dealer or expert in the Goods and gives no advice or assurances about the Goods or their quality or suitability. The Goods are acquired by the Lessor at the request of the Lessee solely for the purpose of hiring the Goods to the Lessee.
- 11.2 The Lessor agrees upon request and at the cost and expense of the Lessee to assign to the Lessee the benefit of all express warranties granted in favour of the Lessor by the supplier of the Goods, the manufacturer of them or any third party to the extent that the Lessor is entitled to do so.
- 11.3 The Goods are not hired or supplied to the Lessee with any representation, warranty, condition or undertaking (whether express or implied) concerning the condition, performance, quality, description, hiring, possession, state, transportation, suitability, use or fitness for purpose of the Goods or subject to any term, representation, warranty, condition or undertaking expressed to be implied by statute, common law or otherwise, and all such terms, representations, warranties, conditions and undertakings are excluded to the full extent permitted by law.
- 11.4 The Lessor gives no warranties that the Goods do not or that the Lessee's use of the Goods will not infringe any patents, trademarks, registered designs, copyrights or intellectual property rights owned or possessed by any third party and the Lessor shall not be liable to the Lessee for any loss suffered by the Lessee in any way as a result of any infringement.
- 11.5 The Lessee represents and warrants that it has obtained from the supplier of the Goods all representations, warranties and guarantees it requires in relation to the Goods (save as to title) including but not limited to their quality, fitness for purpose and description.
- 11.6 Nothing in this Agreement shall exclude or limit the liability of the Lessor in relation to fraudulent misrepresentation or any death or personal injury arising from the negligence of the Lessor or its employees.

### 12 Indemnities

The Lessee shall indemnify the Lessor and keep the Lessor indemnified on demand against all losses, charges, damages, legal expenses (on a full indemnity basis), proceedings, judgements and liabilities directly or indirectly incurred by the Lessor:

- (a) by reason of any failure or alleged failure by the Lessee to comply with any of its obligations under this Agreement;
- (b) by reason of any loss, injury or damage suffered by any person in connection with the design, manufacture, testing, delivery, possession, hiring, transportation, maintenance, ownership, condition, insurance, use, operation, removal, return, sale or disposal of the Goods or any defect of the Goods;
- (c) in respect of all loss or damage to the Goods (insofar as the Lessor shall not be reimbursed for the same out of any proceeds of insurance in respect of the Goods) occurring at any time before the Goods are redelivered to or recovered by the Lessor regardless of the cause of the loss or damage; and
- (d) in respect of the affixation or removal of the Goods to or from the land or buildings at which they are located.

### 13 General

- 13.1 **UNREGULATED AGREEMENT: If (i) the Lessee is a body corporate, (ii) the Lessee is/are a partnership consisting of entirely bodies corporate, (iii) the Lessee is a partnership of four or more partners, or (iv) the total payments the Lessee must make under this Agreement are more than £25,000 including VAT and the Lessee is 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 and any statement in this Agreement about the Consumer Credit Act and its consequences do not apply to the Lessee.**

### Terms and conditions continued

- 13.2 The Lessor shall be entitled to assign or transfer all or any of its rights under this Agreement without the consent of the Lessee. The Lessee shall not assign, transfer, hold on trust or otherwise dispose of any of its rights and/or obligations under this Agreement.
- 13.3 Where the Lessee comprises more than one person, each person shall be jointly and severally liable under this Agreement.
- 13.4 The Lessee shall provide the Lessor with management accounts, financial statements and other information in relation to the Lessee's business and financial position, the use of the Goods and the location of the Goods as the Lessor may reasonably require from time to time.
- 13.5 Any delay or failure of the Lessor to exercise any right or remedy shall not constitute a waiver of it or them and any of the Lessor's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to the Lessor to the effect that such rights are cumulative and not exclusive of each other.
- 13.6 If any term or provision of this Agreement shall to any extent be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms or provisions (and any other application of the said terms and provisions) shall not in any way be affected or impaired as a result.
- 13.7 This Agreement contains all the terms agreed between the parties except such variations in writing as shall be agreed in writing between the Lessor and the Lessee.
- 13.8 Any written communication under this Agreement from the Lessor to the Lessee shall be sufficiently served if sent by prepaid post or delivered by hand to the address of the Lessee set out overleaf and, if sent by post, shall be deemed to be received by the Lessee 48 hours after the time of posting and at the date of delivery if delivered by hand.
- 13.9 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement. Nothing in this clause 13.9 shall restrict the rights of any assignee of the Lessor's rights under this Agreement or successor of the Lessor.
- 13.10 References to any statute, statutory instrument, regulation or order shall be deemed to be a reference to that statute, statutory instrument, regulation or order as amended, varied or replaced from time to time.
- 13.11 This Agreement is for the hire of the Equipment detailed overleaf only. The Lessor is not responsible for providing the Lessee with any other equipment in relation to the Equipment (including telephone systems or telephone lines and the Rentals do not include any call and/or maintenance charges).
- 13.12 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.
- 13.13 This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England to settle any disputes (including any non-contractual disputes) arising out of or in connection with it.
- 13.14 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 Financial Ombudsman Service

If you have a complaint you should write to us and we will endeavour to resolve it as soon as possible. If you entered into this Agreement for non-business purposes you may have the right to refer any unresolved complaint to the:

Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR  
[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 the right to refer financial services complaints which we cannot settle to the Financial Ombudsman Service.

## Conister Finance & Leasing Ltd

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

Conister Finance & Leasing Ltd  
Oxford House  
12-20 Oxford Street  
Newbury  
Berkshire RG14 1JB

Name(s) of account holder(s)

  

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

Reference

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

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

Service user number

### FOR CONISTER FINANCE & LEASING LTD OFFICIAL USE ONLY

This is not part of the instruction to your bank or building society.

### Instruction to your bank or building society

Please pay Conister Finance & Leasing Ltd 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 Conister Finance & Leasing Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

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 Conister Finance & Leasing Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Conister Finance & Leasing Ltd 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 Conister Finance & Leasing Ltd 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 Conister Finance & Leasing Ltd 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.



# Certificate of Acceptance



Agreement number

## Lessee ("we", "us" or "our") details (Please use BLOCK CAPITALS)

Full company name

Goods location (if different to main address given on 3.1)

Postcode

Company registration number (if applicable)

Main contact name

Description of Goods

Telephone number

Email

## Lessee declaration

By signing this declaration:

- we acknowledge that we are responsible for selecting the Goods (detailed above and more accurately described in the Agreement) from the Supplier;
- we confirm that Conister Finance & Leasing Ltd (Conister) did not choose the Supplier or the Goods and Conister has not given any advice or assurances about the Goods and their quality, condition and/or fitness for purpose;
- we confirm that we have not relied on Conister's skill or judgement in choosing the Goods;
- we confirm that we have taken full delivery of the Goods and that the Goods are complete, in good working order and condition and fit for the purpose for which we require; and
- we understand that Conister makes no representation or warranties in respect of the Goods and that we will rely solely on the guarantees and warranties provided by the Supplier and/or original manufacturer of the Goods.

## Signature of Lessee

Signature

Date

Name

Position

Conister Finance & Leasing Ltd. Incorporated and registered in the Isle of Man. Company number 077828C. Registered and Head Office: Clarendon House, Victoria Street, Douglas, Isle of Man, IM1 2LN. Registered as an Overseas company in England and Wales. Company number: FC024114. Establishment number: BR007991. UK establishment office: We Work, No. 1 Spinningfields, Quay Street, Manchester, M3 3JE. Conister Finance & Leasing Ltd, a limited company, is authorised and regulated by the Financial Conduct Authority and is a wholly owned subsidiary of Conister Bank Limited All loans are subject to status. Terms and conditions apply. Minimum age 21. Early settlement fees apply. An acceptance fee may be charged.





# Conister

Conister Finance & Leasing Ltd,  
Oxford House,  
12-20 Oxford Street,  
Newbury,  
Berkshire RG14 1JB

**Telephone**

+44 [0]1635 890000

**Email**

[info@conisterfinance.co.uk](mailto:info@conisterfinance.co.uk)

**[conister.co.uk](http://conister.co.uk)**

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