

Your Company Mobiles

84 Uxbridge Road
Suite B second Floor
W13 8RA
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1. HIRING AND PERIOD OF HIRE

- (a) You agree to hire the Equipment from us for at least the Minimum Period which starts on the date of delivery of the Equipment in accordance with clause 1 (b). The hiring continues unless terminated earlier by you in accordance with clause 10 or by us under clause 9, provided that under clause 10 you:
- (i) Give us at least one month's notice to expire at the end of the Minimum Period; or
 - (ii) Give us three months' notice to expire after the end of the Minimum Period.
- (b) You must inspect the Equipment and notify us of any apparent problems within 5 days from the date of delivery and as otherwise you will be deemed to be completely satisfied with the Equipment whether or not you have also signed a written acceptance certificate.

2. PAYMENTS

- (a) As soon as the Equipment is delivered you must pay us the First Rental Payment and the Administration Fee. The remaining Rental Payments and Annual Service Fee are then due at the intervals stated overleaf for as long as the hiring continues.
- (b) It is an essential condition of this Agreement that we receive all Rental Payments and all other payments by their due dates. Rental Payments must be made in full and without set off, deduction or counterclaim for any reason.
- (c) It is a condition that all Rental Payments are paid by Direct Debit. If they are not we may increase the amount of each Rental Payment by 3%.
- (d) If the rate of corporation tax increases during the Period of Hire we may by notice to you increase the amount of Rental Payments due after the date of increase by an amount sufficient to maintain our post tax rate of return.
- (e) You must pay VAT on all payments due under this Agreement at the rate which applies on the date such payment is due.
- (f) We are entitled to charge you for the costs and expenses we may incur in enforcing this Agreement following breach by you and these charges must be paid by you on demand.
- (g) It is a condition of this Agreement that all Rental Payments must still be paid even if the Equipment cannot be used for any reason and regardless of any problems or disputes relating to any services or consumables or failure to supply the same.

3. EXCLUSION OF OUR LIABILITY

- (a) Both parties recognise that there is a risk that the Equipment may not be of satisfactory quality. Where we have financed the Equipment, the risk of the Equipment not being of satisfactory quality may be borne by ourselves, by you, by the Supplier, by an intermediary or by an insurer. Both parties confirm that the allocation of risk is a matter of agreement and that they have agreed that it shall be borne by you, save to the extent that we have been able to obtain a right of recourse against the Supplier and have been able to pass that right to you via an assignment or under the Contracts (Rights of Third Parties) Act 1999.
- (b) It is your responsibility to obtain warranties for the Equipment from the manufacturer or Supplier. If you fail to obtain from the manufacturer of the Equipment or the Supplier express warranties about the Equipment we will endeavour, at your request and cost, to transfer to you the benefits of any manufacturer's or Supplier's express warranties given to us in respect of the Equipment.
- (c) Both parties agree that no terms are to be implied into this Agreement save for those required by law.
- (d) If the law requires a term to be implied into this Agreement, both parties agree that we will not be liable for any breach of such implied terms, because:
- (i) if the risk of breach of any such terms had been allocated to us we would have charged a higher Rental Payment;
 - (ii) we are not in a position to evaluate and therefore insure against the risk of such a breach, whereas you are in a better position to do so; and
 - (iii) because you have chosen both the Equipment and the Supplier.
- (e) In no event will we be liable to you in contract, tort or otherwise including any liability for negligence for:
- (i) any loss of revenue, business, anticipated savings or profit or any loss of use or value; or
 - (ii) for any indirect or consequential loss, "Anticipated savings" denotes any expense which you expected to avoid incurring or to incur in a lesser amount than would otherwise have been the case.
- (f) For the avoidance of doubt we do not restrict or exclude our liability in respect of death or personal injury to the extent that it results from our negligence or that of our employees in the course of their employment by us.
- (g) You acknowledge and accept that the Supplier and its sales force are not our agents and are in no way authorised to give warranties or make promises or representations binding on us.
- (h) We are not liable for late delivery of the Equipment nor for any consequential loss, loss of business and/or profit which you may suffer as a result of any breach of our obligations under this Agreement.

4. SOFTWARE

- (a) You are responsible for choosing any software included in the Equipment and for making sure that the software is fit and suitable for your purpose and that it complies with your specification.
- (b) We are not involved in the preparation or specification of the software and you will provide us with a copy of any specifications if we ask you for a copy.
- (c) You are aware that because software is provided for your specific use it has no residual or resale value.

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- (d) It is a condition of this Agreement that you will obtain directly from the Supplier a licence to use the Software and comply with the terms of any such software licence provided to you by the Supplier. If you breach the terms of the software licence you will have breached this Agreement and we may terminate this Agreement under clause 9. You will also indemnify us against any claim made against us for breach of any software licence.
- (e) You acknowledge that maintenance of any software is not our responsibility and that you must continue to pay all Rentals Payments to us even if the Supplier or any other party does not provide maintenance to your satisfaction or at all or the software cannot be used for any reason.

5. RISK AND INSURANCE

- (a) The Equipment is at your risk from delivery until we recover it.
- (b) You must insure the Equipment with a reputable insurance company against loss or damage at all times from all insurable risks (including third party and public liability claims) for the greater of the full cost of replacing it or the amount that would be payable under clause 5 (h) (ii) to settle this Agreement. You must arrange for the insurance company to put our interest in the Equipment on the insurance policy. If we ask, you must show us acceptable evidence of the insurance policy. You must comply in all respects with the terms and conditions of the relevant insurance policy or policies.
- (c) If you do not show us acceptable evidence of the insurance policy when we ask, we have the right to either:
 - (i) arrange insurance of the Equipment for you; or
 - (ii) take out our own insurance on the Equipment for a suitable period at your expense. We do not have to do this if we choose not to. For the avoidance of doubt, you acknowledge and agree that if we take out our own insurance policy under this clause 5, you shall have no rights under such policy.
- (d) In the event that we arrange insurance for you under clause 5 (c) (i) above you will pay the full cost of any insurance which we arrange and we will collect the insurance premiums from you with the Rental Payments.
- (e) In the event that we take out our own insurance policy, we shall charge you a fee to cover our costs of doing so (the "Fee") which shall be subject to VAT. Such Fee shall be collected from you by instalments at the same time as the Rental Payments become due. The payment of the Fee shall be subject to prior written notice from us specifying the amount of the Fee, the VAT thereon and the frequency of payments that shall be required to be made by you. Where we have taken out our own insurance policy you must promptly provide to us all information that we may reasonably require in connection with such insurance including for the avoidance of doubt all information required to enable us to effect such policy and to enable us to make a claim under it. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.
- (f) Notwithstanding the forgoing, you may arrange your own insurance at any time
- (g) You must notify us immediately in the event of loss or damage to the Equipment and you may not settle any claims without our prior agreement. You agree to hold any insurance proceeds from any insurance that you have effected on trust for us.
- (h) If the Equipment is damaged or stolen and there is a total loss claim, you shall either:
 - (i) with our written permission, replace the Equipment at your own expense and continue with this Agreement and we will give you any relevant insurance monies we receive; or
 - (ii) settle this Agreement by paying us the amounts left owed under clause 11 of this Agreement plus an amount which we anticipated the Equipment would be worth on expiry of the Fixed or Minimum Period (the "Residual Value"). We will deduct the amount of any relevant insurance settlement we obtain from the insurers from the amount you owe us.

6. MAINTENANCE

- (a) You must keep the Equipment in good condition and must ensure that all necessary maintenance and repairs are carried out by a competent service provider at your expense as soon as possible.
- (b) If you have indicated overleaf that you wish us to be your agent for the purpose of transmitting Maintenance Payments to the Supplier you accept that:-
 - (i) You have made separate arrangements with the Supplier for the provision of maintenance services for the Equipment;
 - (ii) We are your agent for this sole purpose and we are not the agent of the Supplier for any purpose;
 - (iii) If you fail to pay any Maintenance Payments to us we will not be able to pass on any such payment to the Supplier who may then be entitled to withdraw maintenance services but your obligations to us will remain unaffected;
 - (iv) If the Supplier ceases to provide any agreed maintenance service to your satisfaction you may give us 30 days written notice that the Maintenance Payment should no longer be collected with your future Rental Payments from the next date upon which payment is due but without affecting your obligations to us under this Agreement. Alternatively, we may propose a new service provider but have no obligation to do so.
 - (v) The Maintenance Payments collected may vary to reflect any change in the amount which you are obliged to pay to the Supplier.
 - (vi) The Maintenance Payments may change if the amount you must pay to the Supplier for maintenance increases or decreases.
 - (vii) The provision of maintenance must be for the full Period of Hire.
 - (viii) We do not authorise the Supplier, dealer or any person we do not employ to make any statements for us or commit us to any agreement or to make any amendment to this agreement. Neither the Supplier nor any third party by or through whom this transaction was introduced, negotiated or conducted is our agent for any purpose and no liability will attach to us in respect of any statement, representation, warranty or guarantee made or given by such person.

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7. YOUR OTHER OBLIGATIONS

- (a) You may only use the Equipment following the manufacturer's operating instructions and in accordance with all applicable laws, statutes and regulations in a safe and proper manner. You will be responsible for any loss, damage or injury (including death) to the Equipment, people or property which is caused by using the Equipment except death or personal injury caused by our negligence or that of our employees in the course of their employment with us.
- (b) You must keep the Equipment in your possession at the Installation Address specified on page 4 free from any lien, claim or charge. You must not allow the Equipment to become a fixture.
- (c) You must not alter or make additions or replacements to the Equipment without our written permission in advance. If you do, any alterations, additions or replacement automatically become our property without payment.
- (d) You must not sub-hire the Equipment or attempt to sell it. We must be permitted to affix such plates, labels or other identifying marks to the Equipment as we shall require and you will grant us access to the Equipment at all reasonable times for that purpose subject to our giving you reasonable notice.
- (e) If the Equipment is a motor vehicle you must pay all necessary taxes and duties and must ensure that the Equipment is driven only by a duly authorised, licensed and insured competent driver in the normal course of your business or for reasonable social, domestic or pleasure use.
- (f) Save as provided in clause 3 (f), you are responsible for and must indemnify us, our employees, agents and contractors at all times from and against
 - (i) loss, theft, destruction of or damage to the Equipment from whatever cause arising and whether or not such loss, theft, destruction or damage results from your negligence or that of your employees or agents;
 - (ii) all claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs and expenses of whatsoever nature which may be brought against us or which we may suffer, incur or sustain in connection with our ownership of the Equipment or arising out of this Agreement.This indemnity will survive and remain in full force and effect should this Agreement be terminated and in no event shall our liability to you exceed the aggregate of the Rental Payments payable by you at the time such liability arises.
- (g) You agree that it is not our responsibility to make any alterations to the Equipment (or bear any costs of any such alterations) which may become necessary or compulsory as a result of any change in coinage or the introduction of a European currency. Accordingly, you will, at your expense, procure that any necessary alterations are carried out.
- (h) You must allow us to inspect the Equipment at reasonable times during this Agreement provided we give you reasonable notice.
- (i) You must pay all licence fees, fines, duties, insurance premiums or other payments for the Equipment which are not included in the Agreement.

8. RETURN OF THE EQUIPMENT

- (a) When this Agreement ends you must deliver the Equipment to a place of our choice within the United Kingdom at your expense in the same original, complete working order as when you accepted it taking account of normal wear and tear, resulting from using it properly unless the Equipment has been the subject of a total loss and has not been replaced in accordance with clause 5 (h) (i).
- (b) If you fail to return the Equipment to us when the Agreement ends we may enter any premises where we reasonably believe the Equipment to be located and remove it and you must pay us all the costs and expenses we incur in doing so.
- (c) If you fail to deliver the Equipment to us, in accordance with this clause 8 and within 5 working days of the hiring ending you will pay us on demand an amount equal to the Rental Payments (excluding any Maintenance Payment) until you comply with this requirement.

9. TERMINATION

We may terminate your right to possession of the Equipment under this Agreement at any time if you act in such a way that we reasonably believe that you are unwilling or unable to meet your obligations under the Agreement. You agree that in particular you shall be deemed to be unwilling or unable to meet your obligations if any of the following happens:

- (a) You fail to pay any amount due under this Agreement or any other agreement with us or any other company in our group of companies within 7 days of it becoming due;
- (b) You fail to perform any other obligations under this Agreement or any other agreement with us or any other company in our group of companies and if remediable, fail to remedy it within 7 days of us giving you notice specifying the breach;
- (c) You cease trading, enter into a voluntary arrangement, have a bankruptcy petition presented against you or make any arrangement with creditors;
- (d) (If you are a limited Company) you cease trading, have an administrator or receiver appointed or enter into any form of liquidation;
- (e) You allow a judgment to remain unsatisfied for 7 days or allow assets to be seized under a court judgment.
- (f) You undergo a change in control (whether direct or indirect) or your present holding company ceases to be the legal and beneficial owner (free from encumbrances) of the whole or any part of your issued share capital from time to time or your assets are transferred to another party; or
- (g) Being an individual have a petition for a bankruptcy order; for sequestration made against you; die; are subject to an order for the administration of your estate; become apparently insolvent; grant a trust deed for the benefit of your creditors or enter into any composition contract with your creditors; or
- (h) Being a partnership, are dissolved or have a judicial factor appointed to you or become subject to any of the events set out above in clause 9 (g);

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- (i) Any event occurs which has or is likely to have in our opinion a material adverse effect on your business, properties or condition, financial or otherwise, or on your ability to duly perform and observe any of your obligation under this Agreement;
- (j) You make any statement, representation or warranty under or in relation to this Agreement or any other agreement with us which is or becomes materially incorrect; or
- (k) If you or any of your partners or anyone who guaranteed the Agreement or any other company in your group of companies commits or suffers any of the events specified in (a) to (j) above.

10. EARLY TERMINATION BY YOU

- (a) If you wish to terminate this Agreement you must give us notice of termination in accordance with clause 1 AND you must pay us without deduction the sums set out in clauses 11a and 11b below. Upon termination the Equipment must be returned as set out in clause 8a and b above.
- (b) All requests for a quotation of the sum required must be made to us by you in writing.

11. PAYMENTS DUE ON TERMINATION

Upon termination under clauses 5, 9 or 10 you will pay us as a debt:

- (a) Any Rental Payments and other charges already due at the date of termination;
- (b) All remaining Rental Payments (excluding future Maintenance Payments) which would have become due for the full Period of Hire less a discount of 3% per annum on the amount of all such Rental Payments as a credit to you to reflect the fact that we have become entitled to receive payment early;
- (c) All other losses, costs, charges and expenses we incur in connection with the premature termination of any funding commitments related to this Agreement;
- (d) Less (in the event of termination under clause 9 only and when the Equipment is re-delivered to us and the Residual Value is zero) the net proceeds of any sale of the Equipment which we are able to arrange after deduction of our expenses.

12. NON REGULATED AGREEMENTS

If you are a corporate body or a partnership of 4 or more persons or you make this Agreement wholly or predominantly for business purposes and the Rental Payments (minus Maintenance Payments) you have to make under this Agreement are more than £25,000 (including VAT), then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement or notice in this Agreement, or any copy of this Agreement, about the Act does not apply to you.

13. MISCELLANEOUS

- (a) Any payment not made on time will attract interest up to a maximum of 5% above the finance house base rate per calendar month and/ or subject to a minimum of £40 + VAT until paid, after judgment as well as before.
- (b) If we do not enforce all of our rights under this Agreement or if we delay in doing so or allow some form of indulgence to you we do not thereby give up any rights and all the Terms and Conditions of this Agreement shall remain enforceable against you.
- (c) Where you are two or more parties to this Agreement, as Hirer, you are both liable jointly as well as individually and we may enforce the Agreement against all or any of you.
- (d) A certificate issued by one of our Senior Managers or Directors as to any amount owing under this Agreement will be binding and conclusive against you unless it is clearly wrong.
- (e) Any notice must be in writing and is deemed served on the same day as it is sent by facsimile or delivered by hand or two days after the date it is posted.
- (f) We may transfer all or any of our rights and duties under this Agreement. You must not transfer your side of this Agreement without our written consent. We may introduce you to a Finance Company to whom the benefit of this Agreement and/ or the Equipment may be transferred or assigned or we may, at our discretion, finance the Agreement and the hiring of the Equipment ourselves.
- (g) This written Agreement is the whole Agreement regulating the rights and liabilities between us, in relation to the Equipment and its hiring. Any other statement or matter will only be binding on us if it is in writing and has been signed by an authorised Senior Employee of ours.
- (h) By signing this Agreement you agree that the Contracts (Right of Third Parties) Act 1999 will not