

# TERMS AND CONDITIONS OF RENTAL AGREEMENT

## 1. Minimum Period

We Ascot Business Solutions Ltd agree to hire the Equipment described overleaf (the Equipment) to you for the Minimum Period and thereafter subject to our right of termination set out in clause 9 below and your right to terminate the Agreement after expiry of the Minimum Period as set out in clause 2.2 below.

## 2. Rental Payments

- 2.1 On the date of delivery of the Equipment you must pay us the First Rental and thereafter you must make each subsequent payment on the same day of the month at the intervals stated overleaf. It is an essential condition of this Agreement that we receive all payments on their due dates without previous demand.
- 2.2 At the end of the Minimum Period this Agreement will automatically run on. If you want it to stop at the end of the Minimum Period you must notify us in writing at least 3 months before the end. If the Agreement does run on after the end of the Minimum Period then either we or you can end it by notifying the other in writing at least 3 months before each subsequent annual anniversary of this Agreement. If no Minimum Period is specified, the agreement will default to an annual term and must meet the notification period as specified above.
- 2.3 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 2% per month from its due date to the date of payment Such interest to run day to day and after as well as before any judgement.
- 2.4 There shall not be any rebate or deferral of any payment during any period in which the Equipment is not in your possession or in unserviceable or for any other reason is not in your use.
- 2.5 If you begin paying by standing order but subsequently change from this payment method, we will increase your rentals by 3% to cover our increases in administration costs.

## 3. Maintenance

Rentals include hardware maintenance and software support.

## 4. Exclusions of Liabilities

- 4.1 We shall not be liable for any claim arising out of state of or condition or quality of the Equipment or any consequential damages including loss of earnings or profits suffered by you if the Equipment is or becomes unusable.
- 4.2 You will if we so request furnish us such statement of your acceptance of the Equipment as we may require.
- 4.3 The equipment supplied may be new or refurbished at the discretion of Ascot Business Solutions Ltd.

## 5. Risk and Insurance

- 5.1 All risks in respect of the equipment shall at all times rest with you until possession of the Equipment is retaken by us and until such time you shall keep the Equipment insured to its full replacement value with an insurer duly authorised under the Insurance Companies Act 1982 against loss or damage by fire, theft, flood, storm and accident and third-party liability. All monies payable under such policy shall be payable to us or to our order and any insurance monies received by you shall be held by you on trust for us and you shall if required assign to us all your insurance rights.
- 5.2 If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in clause 10.
- 5.3 If you do not provide acceptable evidence of the insurance policy or you fail to insure, we may do so and you will repay the cost to us on demand.

## 6. Your Other Obligations

You shall:

- 6.1 Be responsible for loss of or damage to the Equipment howsoever the same may occur.
- 6.2 Allow us access to inspect the Equipment.
- 6.3 If so required allow us to indicate on the Equipment our ownership thereof by whatever means we deem appropriate.
- 6.4 Keep the Equipment in your sole possession at the location specified overleaf and not sell, assign, mortgage, charge or sub-let the Equipment nor without our consent remove or permit the removal of the Equipment from the United Kingdom.
- 6.5 Keep the Equipment free of all liens and pay all taxes and impositions in respect of the Equipment its hiring hereunder and its location excepting only any taxes on or assessed by reference to our profits and any Value Added Tax which we are able to reclaim from HM Customs and Excise.
- 6.6 Not do or permit or cause to be done any matter or thing whereby our rights in respect of the Equipment are or may be prejudiced.
- 6.7 Return the Equipment at your expense to us on the expiry or termination of this agreement in a condition consistent with the performances of your obligations hereunder and at such place in the United Kingdom as we shall require.
- 6.8 Indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring hereunder.

## 7. Software

If software is included as part of the hiring under the Agreement:-

- 7.1 It is your responsibility to ensure that you remain properly licensed to us the software.
- 7.2 You will observe the term and conditions of the licence.
- 7.3 You are responsible for ensuring that the software meets your specifications and is suitable for your purpose.
- 7.4 You will provide us with a copy of the software licence if we ask for it.

## 8. Termination

If you repudiate or are deemed to repudiate this Agreement by breach of any of your obligations hereunder you shall no longer be in possession of the Equipment with our consent and we may terminate the hiring and take back the Equipment and you will be liable to pay us the sums due under Clause 10 and without prejudice to the generality of the foregoing it is agreed that any of the following events will constitute a repudiatory breach of this Agreement:-

- 8.1 If you fail to pay any payment or other sum payable hereunder within ten days of it becoming due.
- 8.2 If you commit or cause or permit a breach of any other Term or Condition of this Agreement and fail to remedy the same within ten days of the sending of a notice by us requiring the breach to be remedied.
- 8.3 If any of your creditors becomes entitled to present a bankruptcy petition against you.
- 8.4 If you enter or attempt to enter into a composition with creditors or (where you are a limited company) a petition is presented for the appointment of an administrator or if a receiver is appointed in respect of your assets or any part thereof or a meeting whether formal or informal is called of your creditors or if you enter into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved in writing by us.
- 8.5 If any distress or execution is levied against assets under your control.
- 8.6 (In Scotland and in addition to the events specified above). If you become apparently insolvent or suffer sequestration to be awarded of your estate or effects or if a receiver or judicial factor or trustee is appointed for any portion of your estate or effects you suffer any arrestment charge poinding or other diligence to be issued or levied upon you or your estate or effects or if there is exercise of threatened exercise of any landlord's hypothec.

## 9. Consequences of Termination

- 9.1 Upon any such termination as aforesaid you shall immediately pay to us as a debit:-
- 9.1a All arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under Clause 2 above; and
- 9.1b As agreed damages the amount of all payments due between termination and the expiry of the Minimum Period.
- 9.1c Any other sums which are or become due to us.
- 9.1d You may end this Agreement early by giving us 3 month's notice. If you do, you will no longer be able to keep the Equipment and you must pay us all sums referred to in 10.

## 10. Miscellaneous

- 10.1 Without imposing any obligation upon us so to do we may upon or at any time after termination of this agreement retake possession of the Equipment and for such purpose enter upon any premises belonging to you or in your occupation or control and you shall be responsible for all costs charges and expenses so incurred.
- 10.2 You shall be liable to us for all legal and other costs (on a full indemnity basis) incurred by us in enforcing any provision of this Agreement or recovering any sum due there under.
- 10.3 Any forbearance of indulgence granted by us to you shall not constitute a waiver of any right or remedy which we would otherwise have had against you.
- 10.4 Notwithstanding the termination of this Agreement our rights in relation to the Equipment and any payments due thereunder shall continue to be regulated by this Agreement.
- 10.5 You may not assign, mortgage, charge or sublet this Agreement. We reserve the right to transfer, assign or to charge the benefit of this Agreement to any person at any time in our absolute discretion.
- 10.6 Any notice served hereunder shall be sufficiently served if sent by first class post to your usual or last known place of business and shall be deemed to have been received by you forty-eight hours after posting.
- 10.7 This Agreement shall be governed by English law and you hereby submit to the jurisdiction of the English court.
- 10.8 This Agreement incorporates all Terms and Conditions agreed between us and can only be varied by a document signed by both of us.
- 10.9 By signing this Agreement you agree that the Contracts (Rights of Third Parties) Act 1999, will not apply.

## 11. Unregulated Agreement

If you are a Body Corporate or if the total payments due under this agreement are greater than £25,000 (inc. VAT), this agreement will not be regulated by the Act. Any statement in this agreement or any copy of this agreement or in notice we serve concerning the Act will not apply.

## IMPORTANT – YOU SHOULD READ THIS CAREFULLY YOUR RIGHTS

The consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is made. If they are not, we cannot enforce the agreement against you without a court order.

If you would like to know more about the protection and remedies provided under that Act, you should contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.