

TERMS AND CONDITIONS OF HIRE PURCHASE AGREEMENT

1. The Agreement

- 1.1 This Agreement is made on the Agreement Date between Rivermore Limited ("Rivermore" which expression shall include its successors and assigns) and the Customer shown overleaf for the Equipment specified overleaf.
- 1.2 The Customer has the use of the Equipment as soon as it is delivered but the Equipment is owned by Rivermore and will become the Customer's Equipment only if the Customer pays Rivermore all sums due under this Agreement and exercises its option to purchase the Equipment and pays to Rivermore the Option to Purchase Fee.
- 1.3 If after paying all sums due under this Agreement the Customer does not wish to purchase the Equipment it must return it in good condition to Rivermore or Rivermore's duly appointed agent no later than the date the final Instalment is due.

2. The Delivery of Equipment and Instalments

- 2.1 The Customer will pay:
- (a) the Deposit, First Instalment and Documentation Fee when it signs the Agreement; and
- (b) the Instalments on the dates shown overleaf by direct debit.
- 2.2 Time of payment will be of the essence of this Agreement.
- 2.3 The Customer has selected the Supplier and the Equipment using its own skill and judgement and will inspect the Equipment on delivery. If the Equipment is not satisfactory the Customer will notify Rivermore in writing within 24 hours of delivery. If no such notification is received by Rivermore the Customer will be deemed to have accepted the Equipment and to have acknowledged that it is in good working order and satisfactory in every way.
- 2.4 If after the Customer has signed this Agreement the Customer chooses to pay the Instalments other than by direct debit the Customer will pay a fee of £25 (plus VAT) for each Instalment not yet due or 2% (plus VAT) of the Instalments due if greater to compensate Rivermore for administration costs.

3. Care and Maintenance of the Equipment

- 3.1 The Customer is responsible for any loss or damage to the Equipment even if it is not its fault. The Customer will keep the Equipment in good condition, allowing for fair wear and tear.
- 3.2 The Customer will let Rivermore, or Rivermore's duly appointed agent, inspect the Equipment at any reasonable time and will tell Rivermore immediately of changes of address. The Customer will not move the Equipment from the location shown overleaf without Rivermore's prior written consent.
- 3.3 The Customer will not use or let anyone use the Equipment illegally. The Customer will not let anyone obtain any rights over the Equipment, or let anyone take or threaten to take the Equipment to pay any of its debts. The Customer will keep the Equipment in its possession and under its control and will not sell, transfer, mortgage, lend or give the Equipment to anyone.
- 3.4 The Customer will use the Equipment only for the purpose for which it was manufactured in accordance with the Manufacturer's recommendations and in a careful manner.
- 3.5 The Customer will allow Rivermore at any time to enter its premises to inspect the Equipment and to repossess the Equipment if this Agreement is terminated pursuant to Clause 5.
- 3.6 The Customer is responsible at its own cost for:
- (a) carrying out all daily checks and preventative maintenance on the Equipment;
- (b) ensuring that the Equipment is serviced at the Manufacturers recommended intervals;
- (c) ensuring that the Equipment is used with the correct fuel, oil, lubricants, water and additives;
- (d) checking the tyres regularly and ensuring they comply with law and are replaced or repaired when required;
- (e) ensuring that any batteries are charged in the correct and appropriate manner as per the battery manufacturers recommendations so as to preserve the efficient and effective life of the battery;
- (f) ensuring that all parts used in repairs are approved by the Manufacturer; and
- (g) cleaning the bodywork regularly.
- 3.7 The Customer must always use the Equipment carefully and in accordance with law and all the Manufacturers recommendations and have it inspected in accordance with all statutory Health & Safety regulations. If the Customer finds any defects as a result of any such inspection, they must be remedied at the Customer's cost. The Customer must not use the Equipment, or let or allow anyone to use it for a purpose for which it was not designed or built or is suitable.
- 3.8 If it is indicated overleaf that a Maintenance Payment is to be collected with and in addition to the Instalments then this clause will apply:
- (a) The Customer must enter into, and throughout the life of this Agreement maintain and comply with the terms of, an agreement made with the Service Provider or other third party to maintain and service the Equipment in accordance with the Manufacturers requirements;
- (b) The Customer agrees that it has chosen the Service Provider or other third party using its own skill and judgement and that Rivermore is not responsible for the provision of any of the maintenance or servicing of the Equipment or any failure of the Service Provider or other third party to provide it;
- (c) Rivermore or Rivermore's duly appointed agent will collect the Maintenance Payments and act as the agent for the Service Provider or other third party only for the purposes of collection of those charges and remit such amounts on behalf of the Customer to the Service Provider or other third party to the extent received. Rivermore will not be liable for any loss of business or profit or other loss in any way arising from any defect in or performance of the Equipment nor for failure to maintain and service the Equipment;
- (d) Rivermore shall be entitled to apply all amounts received from the Customer first towards the satisfaction of the Customer's obligations to Rivermore under this Agreement;
- (e) If the Service Provider or other third party fails to provide maintenance or any other services this will not effect the Customer's obligations under this Agreement. Rivermore will stop collecting the Maintenance Payments if requested to do so in writing by the Customer. Rivermore may decline or elect to cease the collection of Maintenance Payments from the Customer at any time but this will not effect the Customer's obligations to Rivermore under this Agreement; and
- (f) If this Agreement ends or the Customer stops paying the Maintenance Payment the Customer may still have obligations to the Service Provider or other third party.

4. The Customers Responsibility to Insure the Equipment

- 4.1 The Customer must at all times throughout the Agreement keep the Equipment fully insured for its full replacement value under a comprehensive policy and Rivermore's interest in the Equipment shall be noted on the policy and Rivermore will be noted as loss payee for the Equipment. The Customer must keep the policy in full force and effect and produce evidence of that if required by Rivermore.
- 4.2 If the Equipment becomes a total loss because it is lost, stolen, destroyed or damaged so badly that the insurer decides that it is not worth repairing, the Customer will notify Rivermore in writing and:
- (a) the amounts which would become payable on termination set out in clause 5 will become immediately due and payable by the Customer to Rivermore; and
- (b) the Customer will arrange for prompt payment of the insurance money to Rivermore. Rivermore may enforce its rights to the sums due under (a) above after sending a written notice.
- 4.3 The Customer will notify Rivermore of the name and details of its insurance company if those details are not completed when this Agreement is signed or if they change.

5. Rivermore's Right to End the Agreement

- 5.1 Rivermore may terminate this Agreement immediately on written notice if:
- (a) the Customer does not pay any Instalment due under this Agreement on the due date or any other sum due under this Agreement within 5 days of it being due and payable;
- (b) the Customer breaches any term of this Agreement and if such breach is remediable the Customer fails to remedy it within 14 days of written notice requiring remedy;

- (c) (if the Customer is a partnership) the Customer or any of the partners dies, a petition is presented for an administration order to be made in relation to, or a resolution is passed or the winding up or dissolution of it, or a petition is presented for a bankruptcy order to be made against one or more of the partners for non payment of a partnership debt, or any one or more of the partners enters into a voluntary arrangement with the partnership creditors, or it enters into a voluntary arrangement with its creditors or any other steps are taken to appoint an administrator;
- (d) (if the Customer is an individual) the Customer dies or an application is made for an interim order to be made in relation to the Customer or a petition is presented for a bankruptcy order against the Customer;
- (e) (if the Customer is a company) a petition is made for the appointment of an administrator, administrative receiver, receiver or liquidator or a like officer or such person is appointed over all or any of its assets or any other steps are taken to appoint an administrator;
- (f) the Customer arranges or attempts to arrange a composition or scheme with its creditors or a meeting of creditors is called;
- (g) the Customer ceases or threatens to cease to carry on trading or sells or disposes of a substantial part of its business or assets without Rivermore's consent;
- (h) any other agreement the Customer has with Rivermore or any company within its Group is terminated for default or repudiated by the Customer;
- (i) the Customer ceases to be a subsidiary of its present ultimate holding company.
- (j) If any event occurs which, in our opinion, has or is likely to have a material adverse effect on your business, properties or condition, financial or otherwise or on your ability to duly perform and observe your obligations under this Agreement"

In the case of paragraphs (a) and (b) the Customer will be deemed to have repudiated this Agreement on the occurrence of the event referred to.

- 5.2 If Rivermore accepts any repudiation of this Agreement the Customer must pay to Rivermore as liquidated damages, (in addition to Instalments and interest thereon accruing up to and including the date on which this Agreement was ended together with all costs and expenses incurred in repossession or attempting to repossess the Equipment, in enforcing its rights under this Agreement, maintaining the Equipment and keeping it in good order whilst it is in Rivermore's possession or that of its agents or bailees and in repairing the Equipment for the purpose of restoring it to substantially the same condition (after allowing for fair wear and tear) as the Equipment was in prior to the commencement of this Agreement), a sum equal to the Instalments that would otherwise have become due discounted from the date that this Agreement was ended to the date due for payment at the rate of 2% per annum, less if the Equipment is sold within three months of repossession the net sale proceeds for the Equipment after deducting the costs of sale or if the Equipment is not sold in such three month period the value of the Equipment as determined by Rivermore.
- 5.3 If Rivermore terminates this Agreement (other than by accepting the Customer's repudiatory breach) it shall be entitled to the sum specified in Clause 5.2 or such lesser sum as it specifies.
- 5.4 Rivermore's rights and remedies at common law or otherwise for any breach of this Agreement are reserved notwithstanding any express provision relating to the same which shall not exclude such rights and remedies and it may enforce such rights and remedies either separately or in conjunction with any other right or remedy it may have under the provisions of the Agreement.
- 5.5 If Rivermore decides, in its discretion but without waiving its rights, not to accept the Customer's repudiatory breach the Customer must pay such reasonable costs in connection with letters requesting the remedy of the breach and/or in visiting the Customer concerning such breach.

6. Exclusions of Liability

- 6.1 If the Customer does not obtain direct from the Manufacturer express warranties about the Equipment Rivermore will at the Customer's request and cost transfer so far as possible the benefit of any Manufacturer's express warranties of fitness and performance of the Equipment.
- 6.2 (a) Except as mentioned in sub-clause (b) below, since the Equipment has been chosen by the Customer relying on its own skill and judgement and has not been inspected by Rivermore, Rivermore does not make or give any representation or undertaking express or implied as to the condition, description, quality or performance of the Equipment or as to its fitness for any or any particular purpose. All such representations and undertakings are specifically excluded and sections 12 to 14 inclusive of the Sale of Goods Act 1979 shall not apply;
- (b) If in making this Agreement the Customer deals as a consumer or if in Scotland this Agreement is a consumer contract (within the meanings of Sections 12 or 25 of the Unfair Contract Terms Act 1977) but not otherwise, the Equipment is sold to the Customer with the benefit of undertakings about title, correspondence with description, fitness for purpose and merchantable quality implied by the Sale of Goods Act 1979;
- (c) No liability attaches to Rivermore (except for death or personal injury resulting from Rivermore's negligence) for damage sustained by reason or any defect in the Equipment whether latent or apparent and however caused.
- 6.3 Rivermore will not be obliged to replace the whole or any part of the Equipment nor be liable for any loss including loss of earnings or profits suffered by the Customer if the Equipment is or becomes unusable.

7. General

- 7.1 The Customer confirms that the information provided and shown overleaf is true.
- 7.2 If the Customer fails to pay any sum due on time Rivermore has the right to charge daily interest on that sum at the rate of 6% above Finance House Base Rate from time to time. Interest will be charged from the date of payment until actual payment. This clause will apply both before and after any court judgement that may be obtained against the Customer and will survive and apply after termination of this Agreement or the hiring.
- 7.3 If the Customer is a partnership each of the partners are separately and all are jointly responsible for carrying out the terms of this Agreement.
- 7.4 The Customer will indemnify Rivermore if its possession or use of the Equipment, or Rivermore's ownership or repossession of the Equipment under this Agreement involves Rivermore in any loss or cost.
- 7.5 Rivermore's rights under this Agreement will not be affected by any forbearance or concession made to the Customer. This Agreement is the whole agreement.
- 7.6 The Customer confirms that Rivermore may register information about this Agreement with any credit reference agency.
- 7.7 The Customer must not assign this Agreement or the Equipment but Rivermore may assign or deal in its rights and/or its obligations hereunder.
- 7.8 The Customer will pay such reasonable administrative and other charges that Rivermore requires in connection with requests from the Customer or its advisors for information, copies of documents, statements or other matters that the Customer requests Rivermore to do which are not contemplated on the date of this Agreement. This does not affect the Customer's statutory rights to request and receive information.
- 7.9 The Manufacturer means the original manufacturer of the Equipment.
- 7.10 'Group' means Rivermore and any other company which is Rivermore's holding company or subsidiary and any other company which is a subsidiary of that holding company and 'holding company' and 'subsidiary' shall have the meaning given by Section 736 of the Companies Act 1985.
- 7.11 'Rivermore' and 'Rivermore Asset Finance' are trading styles of Rivermore Limited (Registered Office: Berkeley House, Amery Street, Alton, Hampshire GU34 1TH. Company Registration Number 04749627) its successors and/or assigns.
- 7.12 Headings are used in this Agreement for ease of reference only.