



HIRE-PURCHASE AGREEMENT

**HIRE PURCHASE AGREEMENT**

DATE \_\_\_\_\_ Agreement Number \_\_\_\_\_

BETWEEN **Universal Leasing Limited** of Cassiobury House, 11-19 Station Road, Watford, WD17 1AP  
 Registered number: 5389929 OWNER

AND  
 Hirer's name: \_\_\_\_\_ **HIRER**  
 Full postal address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone number: \_\_\_\_\_ Company number: \_\_\_\_\_  
 Nature of business: \_\_\_\_\_  
 Equipment location(s) if different from postal address above: \_\_\_\_\_  
 \_\_\_\_\_

**1. HIRER DETAILS**

Contact _____	Position _____
Tel No. _____	Fax No. _____
Mobile _____	Email address _____

**2. EQUIPMENT**

Quantity	New Y/N	Description	Equipment type/model	Serial No.

Equipment Location(s) if different from business address above

**3. TERM AND RENT**

Term	Fixed number of Rentals	
_____	(Number in words) _____	
Rental Period	First Rental	
Monthly/Quarterly/Annually	£ _____	(Together with a Documentation Fee of £95 plus VAT)
Followed by	Rentals of	
(Number in words) _____	£ _____	
Equipment Cost	VAT on Equipment Cost	Option Price
£ excl. _____ VAT	£ _____	£ _____ VAT

The First Rental is payable when the Agreement is signed by us in addition to the documentation fee and VAT on the Equipment Cost. Subsequent Rentals will be paid to us at the frequency shown above after that date.

You may terminate this agreement at any time during the Term by giving us 90 days' written notice, returning the equipment to us or our agents in accordance with Clause 9, and paying us all amounts referred to in Clause 7 (this will include all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Term, each such Rental discounted at the rate of

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2% per annum from the date it would have fallen due to the date the hiring ends), together with an administration fee of £100 plus VAT.

**4. SPECIAL CONDITIONS**

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**5. SUPPLIER'S DETAILS**

Supplier's Name and Address .....  
Salesperson .....

Insurer's Name and Address .....  
Policy Number ..... Renewal Date .....

**6. MAINTENANCE CONTRACTOR**

Name, address and postcode: ..... Tel No: .....

Owner to collect Maintenance Payments due to Maintenance Contractor Yes No

Maintenance Payment amount: £ ..... plus applicable VAT each month/quarter/year

Total Maintenance Payment amount (including VAT) to be collected by us with each Rental: £ .....

**7. TERMINATION**

You may terminate this agreement at any time during the Term by giving us 90 days' written notice, returning the Equipment to us or our agents in accordance with Clause 9, and paying us all amounts referred to in Clause 7 (this will include all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Term, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends), together with an administration fee of £100 plus VAT.

**IMPORTANT - USE OF PERSONAL INFORMATION**

You have a right to know how we will use your information. It is important that you read the use of your information notice overleaf before signing this agreement.

**YOUR SIGNATURE**

Signature (s)  
of Hirer(s)

**YOUR DETAILS**

Yours Name(s)  
(Please Print)

Your Job Title  
(Please Print)

**OWNER'S SIGNATURE**

For and on behalf of **Universal Leasing Limited**

Agreement Date

**By signing this Agreement you confirm that you have entered into it in the course of your business. You also confirm that we have played no part in selecting the Equipment and we exclude liability for its condition and suitability.**

Agreement Date: .....

VAT registration number: .....

This is a tax invoice.



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**New Instruction to your Bank or  
Building Society to pay by Direct Debit (AUDDIS)**

Please fill in the form and send to: **Universal Leasing Ltd, Cassiobury House, 11-19 Station Road, Watford, Herts WD17 1AP**  
**Tel No: 01923 830100 Fax No: 01923 830101**

To: The Manager ..... Bank/ Building Society

Address .....

Postcode .....

**Name(s) of Account Holder(s)** .....

**Bank/Building Society Account number** ..... **Originator's Identification Number**  
**6 8 4 0 8 4**

**Branch Sort Code** .....

**Reference Number** .....

**FOR OFFICIAL USE ONLY**

This is not part of the instruction to your Bank or Building Society

**Instructions to your Bank or Building Society**

Please pay 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 you and, if so, details will be passed electronically to my Bank/Building Society.

Signature .....

Date .....

**Banks and Building Societies may not accept Direct Debit Instructions for some types of account**



**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 take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by the Borrower's own Bank or Building Society.

If the amounts to be paid or the payment dates change the Lender will notify the Borrower 10 working days in advance of the Borrower's account being debited or as otherwise agreed.

If an error is made by the Lender or the Borrower's Bank or Building Society, the Borrower is guaranteed a full and immediate refund from the Borrower's branch of the amount paid.

The Borrower can cancel a Direct Debit at any time by writing to the Borrower's Bank or Building Society. Please also send a copy of the Borrower's letter to the Lender.

## THE TERMS OF THE AGREEMENT

The Hirer wishes to lease from the Owner the Equipment including all additions, replacements and accessories thereto and all computer software (including all operating systems and application software) forming part of or supplied with such equipment and all upgrades thereto ("**Software**") set out overleaf (the "**Equipment**"), on the terms set out below.

PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING THIS AGREEMENT. Please note that "**you**" and "**your**" mean the Hirer and "**we**", "**us**", "**our**" and "**Universal Leasing**" mean the Owner. All words appearing with capital initial letters refer to the descriptions overleaf or have the meanings defined below.

### 1 AGREEMENT

- 1.1 You are agreeing to hire from us for the purposes of your business, the Equipment listed overleaf for the Term.
- 1.2 The hiring will start on the date that we accept this Agreement by signing it (the "**Agreement Date**"), regardless of installation or connection (if applicable), and will continue for the Term or until terminated in accordance with the terms below.
- 1.3 The risk of loss or damage to the Equipment will pass to you on the delivery of the Equipment to you.
- 1.4 All references in the terms below to "**Rental**" or "**Rentals**" shall mean the Rental amounts shown overleaf.

### 2 PAYMENTS

- 2.1 You shall pay to us the First Rental, the Documentation Fee and VAT on the Equipment Cost when the Agreement is signed. You shall pay all subsequent Rentals to us at the times specified overleaf.
- 2.2 All payments must be made by Direct Debit unless we otherwise agree in writing. If you do not make payments by Direct Debit we will charge you an extra 5% of the amount of each Rental or £25 (whichever is the greater) to cover our increased costs of administration. An initial administration charge of £50 will also be made for any change to the method of payment.
- 2.3 All payments must be paid on time, in full and free and clear of any deductions, set-off or withholding of any nature whatsoever. Punctual payment by you of each payment is of the essence of this Agreement.
- 2.4 VAT due on any sum payable by you under this Agreement shall be paid at the prevailing rate.
- 2.5 Your obligation to pay shall not be affected by the Equipment being unusable or not being in good working order or maintained for any reason and for any period.
- 2.6 If you are not in breach of any term of this Agreement, you may purchase the Equipment at the end of the Term by paying us the Option Price (plus VAT at the applicable rate) with the final Rental whereupon title in the Equipment will pass to you without any warranties from us other than that we have unencumbered title to the Equipment. If you do not purchase the Equipment at the end of the Term, you must return the Equipment to us in accordance with Clause 9.

### 3 EQUIPMENT

- 3.1 You agree that until the Equipment is returned to us or our agents in accordance with Clause 9 or you purchase the Equipment pursuant to Clause 2.6, you will, at your own expense:
  - (i) use the Equipment only in the normal course of your business and in accordance with the manufacturer's guidelines, all health and safety legislation, and any applicable law or regulation;
  - (ii) maintain possession of the Equipment and not do anything or permit anything to be done which might prejudice our interest in the Equipment;
  - (iii) not sell, assign, transfer, mortgage, charge or part with possession of, or otherwise deal with or dispose of the Equipment or any interest therein, nor agree to do so;
  - (iv) upon reasonable notice, allow us and persons authorised by us to inspect the Equipment and to affix such plates or other markings as we may require (granting access to any relevant premises as necessary);
  - (v) keep the Equipment at the Equipment Location unless we agree otherwise in writing;
  - (vi) maintain the Equipment in good working order, condition and repair;
  - (vii) bear the risk of any loss or damage to the Equipment however it is caused and notify us immediately of any loss, damage or unauthorised removal; and
  - (viii) not allow the Equipment to become affixed to any land or building unless we have agreed prior to our entering into this Agreement and you have taken all steps required by us to protect our interest in the Equipment.

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## THE TERMS OF THE AGREEMENT

- 3.2 Until the Equipment is returned to us or our agents in accordance with Clause 9, you will maintain the Equipment or, ensure that the Equipment is maintained by a reputable third party maintenance provider in accordance with the guidelines supplied by the manufacturer and general good practice. Nothing contained in this clause 3.2 shall relieve, reduce or affect your obligations under this Agreement in relation to the Equipment. Failure on the part of any maintenance contractor to perform any of its responsibilities and obligations to you **WILL NOT** in any way affect your liability to pay the Rentals (or any other payments payable hereunder) or to perform any other obligation under this Agreement or give you any claim whatsoever against us.
- 3.3 No part of the Equipment shall be altered or removed (other than in the ordinary course of repair and maintenance or where required by law) without our prior written consent unless replaced immediately by the same or an improved part. You undertake that all substitutes, replacements, renewals and additions in or to the Equipment shall become part of the Equipment and belong to us free from any encumbrance and subject to this Agreement.
- 3.4 You agree that you will be responsible for arranging the delivery of the Equipment with the supplier ("**Supplier**"). You must notify us and the Supplier of any problems with the Equipment within 5 working days of delivery in the absence of which the Equipment shall be deemed to be in good condition, satisfactory to you in all respects and fit for the purpose for which it was intended.

### 4 INSURANCE

- 4.1 Following delivery of the Equipment and thereafter until you have discharged all your obligations to us under this Agreement, you are responsible for insuring the Equipment against any loss (including total loss) or damage from all risks. The amount you insure the Equipment for must be at least the full cost of replacing it as new. You must also insure against third party liability for the same period.
- 4.2 You must arrange for us to be additional insured and loss payee on the policy and show proof to us or our agents if we ask for it. If you do not provide this proof, or if the policy does not satisfy the requirements set out in Clause 4.1 above, we may, through agents or otherwise and at your expense, arrange our own insurance, in which case we will notify you of the total charge which will be added to the Rentals.
- 4.3 You must tell us immediately if you have to make an insurance claim in relation to the Equipment. You must obtain our written consent **BEFORE** agreeing any settlement of a claim. All settlement payments must be made to us and if you receive any proceeds from an insurance claim they shall be held on trust for us and paid to us without delay.
- 4.4 You shall not do or omit to do anything which is contrary to the terms of any policy of insurance or which might entitle the insurers to cancel any policy or reduce or avoid any liability or claim.
- 4.5 If the Equipment is damaged but it is not a Total Loss (as defined below) you will at your own cost and expense promptly reinstate or repair the Equipment.
- 4.6 If an actual, constructive or arranged total loss ("**Total Loss**") of all or any of the Equipment shall occur, then if we so demand, you will on the next date for the payment of a Rental, or if none, on the last day of the Term pay to us:
- (i) payments equal to those payments specified in Clause 7; and
  - (ii) an amount equal to the value which we anticipated would be the value of the Equipment at the end of the Term as conclusively certified by us.
- 4.7 On payment by you of the amounts referred to in Clause 4.6 the hiring of the Equipment will terminate.

### 5 TITLE, WARRANTY AND EXCLUSION OF LIABILITY

- 5.1 Until you exercise your option to purchase the Equipment under clause 2.6, you shall have no right, title, or interest in the Equipment but, if you have complied with this Agreement, you may have quiet possession and use of the Equipment upon the terms and conditions set out in this Agreement and, where the Equipment includes software, upon the terms of any relevant software licence.
- 5.2 You agree that the Equipment, the Supplier and the manufacturer have been selected by you relying entirely on your own judgement. We therefore exclude from this Agreement all warranties, conditions or guarantees relating to correspondence with description or sample, fitness for purpose or quality of the Equipment implied by law. You are responsible for obtaining, and warrant that you have obtained, directly from the Supplier any conditions, warranties or guarantees you require in respect of the Equipment. At your request and expense, we shall assign to you the benefit of any conditions, warranties or guarantees which the Supplier provides directly to us.



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## THE TERMS OF THE AGREEMENT

- 5.3 We will not have any liability to you (except for death or personal injury caused by our negligence), whether in contract or in tort, for any loss (including consequential loss), damage or expense which you may suffer as a result of:
- (i) the Equipment failing to function properly;
  - (ii) the Equipment not being delivered on the date you agreed with the Supplier; or
  - (iii) any software failing to function properly or not being correctly licensed to you.
- 5.4 To the extent that we are able, we will at your written request and expense, assign to you the benefit of any conditions, warranties or guarantees we receive in respect of the Equipment from the Supplier or manufacturer of it.

## 6. TERMINATION

- 6.1 We may end the hiring of the Equipment by writing to you and withdrawing your right to possession and use of the Equipment if:
- (i) you fail to pay any Rental or other payment due under this Agreement on the due date;
  - (ii) you fail to comply with your other obligations under this Agreement and do not remedy the situation within 5 days of it being brought to your attention;
  - (iii) any representation or warranty given or made by you in connection with this Agreement proves to be incorrect;
  - (iv) we have grounds to believe you cannot pay your debts, or you are declared or become insolvent;
  - (v) being an individual, an application is made for an interim order or a bankruptcy petition is presented against you, or you die;
  - (vi) being a company, any person takes any action or any legal procedure is commenced or other steps taken (including the presentation of a petition or the filing or service of a notice) with a view to the appointment of an administrator, administrative receiver, receiver or liquidator or a like officer, or such person is appointed, over all or any of your assets or you arrange or attempt to arrange a composition or scheme with your creditors or a meeting of creditors is called or any steps are taken against you for your winding up or dissolution;
  - (vii) being a partnership, any person takes any action or any legal procedure is commenced or other steps taken with a view to your dissolution 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 creditors of the partnership, or you enter into a voluntary arrangement with your creditors;
  - (viii) you apply for or take any steps to apply for a moratorium on payment to your creditors pursuant to the laws of any jurisdiction in which you conduct your business or have any assets;
  - (ix) you fail to pay any amount due to us in respect of any other agreement;
  - (x) there is any change in your ownership which we consider material;
  - (xi) you fail to pay any amount required by a court order or a judgment other than where you are properly contesting such order or appealing against such judgment;
  - (xii) there is, in our opinion, any material adverse change to your financial position;
  - (xiii) any of the events or state of affairs set out in (i) to (xii) (inclusive) above occurs in relation to any guarantor of or person providing security for your obligations hereunder;
  - (xiv) any guarantor of or person providing security or support for your obligations hereunder breaches the terms of such guarantee, security instrument or support document; or
  - (xv) we have reasonable grounds to believe the Equipment, and/or our interest in it, is at risk.
- 6.2 It is a condition of this Agreement that you make all payments on the due dates, that you remedy any breaches of other terms within 5 days of being informed of such breach, that all representations and warranties made by you remain correct for the duration of this Agreement, and that none of the events set out in Clause 6.1 (iv) to (xv) occur. Accordingly, the occurrence of any of the events set out in Clause 6.1 (i), (ii) and (iii) shall constitute a repudiation of this Agreement by you, and the events listed in Clause 6.1 (iv) to (xv) inclusive are all agreed terminating events entitling us to terminate the hiring of the Equipment if one or more should occur.

## 7 REMEDIES



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## THE TERMS OF THE AGREEMENT

If we end the hiring of the Equipment under Clause 6, you must return the Equipment to us, or our agents, in accordance with Clause 9 and pay us immediately:

- (i) all Rentals, and any other sums, already due to us; and
- (ii) all Rentals you would have been obliged to pay had the hiring continued for the remainder of the Term, each such Rental discounted at the rate of 2% per annum from the date it would have fallen due to the date the hiring ends.

### 8 COSTS AND INTEREST

You will be responsible for any costs we may incur in recovering money you owe us, plus interest on all overdue amounts at the rate of 2% per month calculated on a daily basis (before as well as after any judgment) or £50 whichever is the greater. We shall charge you specifically the sum of £50 each time we present a Direct Debit or cheque which is unpaid. In addition, a charge of £50 will be made in respect of each payment which falls overdue.

### 9 RETURN OF EQUIPMENT

9.1 Provided that you have not paid the Option Price pursuant to Clause 2.6, when this Agreement or the hiring of the Equipment expires or is terminated you shall:

- (i) at your expense, ensure the Equipment is safely and properly stored until it is returned to us in accordance with (iv) below;
- (ii) not use the Equipment;
- (iii) ensure the Equipment when returned to us is clean with all markings removed and all missing parts replaced in good condition (fair wear and tear excepted) and operating order and free from cracks, dents, scratches and stains, and you shall indemnify us in respect of the cost of any repairs or improvements to the Equipment to place it in such condition;
- (iv) at your expense de-install and return as soon as possible (with insurance and freight pre-paid) every item of the Equipment (together with any instruction manuals, technical specifications, operating software and service, maintenance and repair records) to us or our agents (as notified to you) at a place in the UK nominated by us;
- (v) pay to us as compensation for any delay in compliance in full with (iv) above a daily payment for each day that you are in breach, such payment to be twice the amount of the Rental you would have paid during the Term for the same number of days, commencing on the date of expiry or termination as appropriate.

9.2 If you fail to return the Equipment in accordance with Clause 9.1 above, we shall be entitled to retake possession of the Equipment and for such purpose to enter the premises at the Equipment Location or any other premises where the Equipment may be.

### 10 MAINTENANCE COLLECTION

10.1 If you have asked us to collect maintenance payments payable by you to the Maintenance Contractor (the "**Maintenance Payments**") by ticking the box overleaf, the amounts of the Maintenance Payments are shown overleaf and you authorise us to pay such Maintenance Payments to the Maintenance Contractor on your behalf after we have received such Maintenance Payments from you.

10.2 If you forward to us less than the Maintenance Payment amount shown overleaf we will forward such amount to the Maintenance Contractor on your behalf but we will not be responsible for any shortfall or for notifying you of any such shortfall.

10.3 We will not be liable to you for any consequences of our not collecting Maintenance Payments or not paying Maintenance Payments to the Maintenance Contractor.

### 11 EARLY TERMINATION

You may terminate this agreement by giving us 90 days' written notice, returning the equipment to us or our agents in accordance with Clause 9, and paying us all amounts referred to in Clause 7, together with an administration fee of £100.

### 12 INDEMNITY

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## THE TERMS OF THE AGREEMENT

- 12.1 You shall indemnify us against all duties, rates and taxes (including VAT) payable in respect of the Equipment, its possession or use (other than taxes assessed on our profits or gains as a result of the hiring of the Equipment and VAT payable by us on our purchase of the Equipment).
- 12.2 You shall indemnify us against all claims, liabilities, losses, damages, costs, fines and penalties and expenses incurred or suffered directly or indirectly by us in connection with this Agreement or the Equipment or the design, manufacture, purchase (other than payment of the purchase price), ownership, delivery, use, return, sale or other disposition of the Equipment, including, without limitation, in relation to any product or strict liability relating to the Equipment or any contravention of intellectual property rights.

### 13 GENERAL

- 13.1 If you consist of more than one person, each such person will be liable individually as well as together for the full extent of your commitments made under this Agreement.
- 13.2 We shall be entitled to set-off against any amount due from us to you under this Agreement or otherwise, any amount payable by you to us or any liability that you have to us under this Agreement or any other agreement or arrangement of whatsoever nature.
- 13.3 Any communication either party sends to the other will be assumed to have arrived:
- (i) 2 working days after it has been posted provided the communication is sent by first class post to the appropriate address overleaf or to the latest address either party may give to the other in the course of this Agreement; or
  - (ii) 24 hours after it is sent by email, provided the email is sent to the appropriate email address overleaf or to the latest email address either party may give to the other in the course of this Agreement.
- 13.4 This Agreement forms the entire agreement between us and you in respect of the hiring of the Equipment and shall not be varied otherwise than by written agreement signed by us and you.
- 13.5 Neither the Supplier nor any dealer or any other person not expressly authorised by us is our agent and such persons have no authority to make any representations or give any conditions or warranties on our behalf.
- 13.6 No delay or failure in our exercising any power or right under this Agreement or any giving of time for payment or performance shall operate as a waiver by us or in any way affect our rights under this Agreement.
- 13.7 If any provision is held invalid, illegal or unenforceable then, to the extent permitted by law, the validity, legality and enforceability of the remaining provisions shall not be affected in any way.
- 13.8 If requested by us during the hiring you will provide to us true copies of your audited or certified annual financial statements within 6 calendar months of the end of your financial year and/or your most recent management accounts as promptly as possible.
- 13.9 You are not entitled to assign any of your rights or novate your obligations under this Agreement without our written consent. We may assign our rights without your consent.
- 13.10 This Agreement is governed by English law and shall be subject to the jurisdiction of the English courts.

### 14 USE OF PERSONAL DATA

You confirm that at any time:

- (i) we may search your record at credit reference agencies.
- (ii) we may add to your record details of our search and your application and this will be seen by other organisations that make searches.
- (iii) if you are a partnership, we may link your records with one or more of your partners.
- (iv) if you are a joint applicant or if you have told us of some other financial association with another person:
  - (a) we may disclose information about your joint applicant and anyone referred to by you;
  - (b) we may search, link or record information at credit reference agencies about you and anyone referred to by you.
- (v) we may take into account any "association" between joint applicants and between you and anyone you tell us is your financial partner, or any consequential linked financial records created by credit reference agencies. NB This will continue until one of you successfully files a disassociation at credit reference agencies.
- (vi) we may add to your record with the credit reference agencies details of this Agreement or your business, the payments you make under it, and any default or failure to keep to its terms.
- (vii) we may use a credit scoring or other automated decision making system when assessing your application.

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## THE TERMS OF THE AGREEMENT

- (viii) we may check your details with fraud prevention agencies.
- (ix) if you provide false or inaccurate information and we suspect fraud, we will record this.
- (x) we and other organisations may use and search these records to:
  - a. help make decisions about credit and credit related services, for you and members of your household;
  - b. help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household;
  - c. trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - d. check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- (xi) we may use your records for statistical analysis about credit and about insurance and fraud.
- (xii) we may share fraud prevention agency records with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.
- (xiii) we may transfer your personal data to those involved with processing or operating or maintaining your business with us. If the companies to whom we transfer your personal data are not in the European Economic Area, we will ensure that those companies are bound by obligations to hold your data securely and use it only for the purposes specified in this Agreement.
- (xiv) we may disclose your details and/or transfer your data to third parties, to whom we propose to assign our rights under this Agreement and/or sell the Equipment, who may use your details for the purposes set out in this note.
- (xv) we may send you information about products of ours or of other organisations which may be of interest to you and pass your details to companies in our group and selected third parties so that they may send you information about their products or about products of other organisations.
- (xvi) we may contact you by letter, telephone (including automated dialling and text messages) or email for such purposes, as may the other companies in our group or selected third parties to whom we pass your information.
- (xvii) we may monitor, record and retain any communications from or to you, or use a third party to do so.

**Individuals have a legal right to details of those credit reference and fraud prevention agencies from whom we may obtain information and to whom we may pass information about you. Please telephone us on 01923 830100 if you would like them.**

Individuals have a right at any time to stop us from contacting them or giving their details to others for any of the purposes listed in this Information section.

**You may write to us at the address stated above if you wish us to stop writing, telephoning or e-mailing for such purposes. Individuals have a right to receive a copy of the information we hold about them. If you require a copy, please write to us at the address stated above, enclosing a fee of £10.00.**

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