



Standard Lease

Hire Agreement Regulated by the Consumer Credit Act 1974

Agreement Number:



Our details

Investec Asset Finance plc, Reading International Business Park, Reading, RG2 6AA, 0330 123 9613, iaf@investec.co.uk, www.investec.com/assetfinance

Your details

Hirer's full business name

Business address

Post code

Key Financial Information

Equipment description	Serial number

Rentals and Minimum Rental Period

Minimum Rental Period months (in words) One Initial Rental of £ + VAT = £ Inc VAT

Followed by (in words) Monthly Quarterly Rentals of £ + VAT = £ Inc VAT

The Minimum Rental Period commences on the Start Date. If we sign and accept this Agreement on or before the 17th day of the month, then the Start Date will be the 1st day of the month in which we sign and accept the Agreement. If we sign and accept this Agreement on or after the 18th day of the month, then the Start Date will be the 1st day of the following month. The Initial Rental together with a servicing fee of £156.00 (inclusive of VAT) is payable on the date upon which we sign and accept this Agreement. An annual service fee of £42.00 (inclusive of VAT) is payable on each anniversary of the Agreement. Subsequent Rentals will commence on the date falling one month or (if quarterly payments have been specified above) 3 months after the Start Date, and will continue on the same date in each subsequent month or quarter, as appropriate.

We may increase the amount of Rentals under clause 4.2 (or charge you an additional Rental under clause 4.2 if the hiring has ended) if there is a tax change. If you terminate this Agreement early under clause 3.4 you must pay us the amount set out in clause 3.3(a) by the date of termination. We may also charge you an administration fee of £50.00 plus VAT to cover our processing costs.

Maintenance

MAINTENANCE COLLECTION – Tick here to confirm that we may collect Maintenance Payments due to the Supplier, in which case the maintenance charge set out below will be payable to us on the same date and at the same frequency as the Rentals set out above (see clause 2.3).

Maintenance charge of £ + VAT = £ Inc VAT

A Servicing fee of £156.00 (inclusive of VAT) is payable with the Initial Rental.

The hiring will continue beyond the end of the Minimum Rental Period for a period of 10 years unless or until terminated under clauses 1.1, 3.1 or 3.2. A single Rental of £

plus VAT equals £ (inclusive of VAT) is payable on the day after expiry of the Minimum Rental Period.

Key information

This Agreement is not cancellable.

The following charges are payable by you if you breach this Agreement:

If you breach this Agreement and we have to enforce it, under clause 4.1 you must pay us all reasonable costs and expenses we incur (including, but not limited to, costs of letters, telephone calls, tracing fees, debt collection agency and legal costs) and £10.00 for each letter sent to you or telephone calls in respect of default. If you fail to return the Equipment when this Agreement ends, under clause 3.3(b) you must pay us all costs we incur (plus any VAT payable) in retaking possession of and repairing the Equipment. Under clause 4.1, if any payment is not made on time you will be charged interest at 5% over Finance House Base Rate on the overdue amount on a day to day basis from the due date until the date of payment after as well as before judgment. If we end your hiring under this Agreement in accordance with clauses 3.1 or 3.2, you will be liable to pay us immediately (together with any VAT payable thereon): (i) all arrears of Rentals and other amounts due and payable by you under this Agreement, and (ii) a sum equal to the aggregate of all Rentals which would have fallen due for payment during the remainder of the Minimum Rental Period discounted at 2% per annum. We may charge you the cost of us insuring the equipment including the full premium of the insurance if you fail to provide evidence of insurance and payment of premiums – clause 2.8. We will charge you £10.00 each time a cheque or direct debit is returned. You may also have to pay the following reasonable charges; an administration charge of £10.00 each time a payment is made other than by direct debit (clause 2.1); and any other charges that we deem reasonable to cover our administration costs incurred in changing the terms of this Agreement or providing any information or additional services at your request (clause 4.1). If you wish to upgrade the Equipment, we may charge you an administration fee of £50.00 plus VAT and you shall pay to us the applicable upgrade fee in accordance with clause 3.6 overleaf.

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 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.

Your signature

<p>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.</p> <p>Signature(s) of Hirer(s) Client signature</p> <p>Under this Agreement the goods do not become your property and you must not sell them.</p>	<p>PLEASE PRINT</p> <p>Signature of witness Witness signature</p> <p>Name of witness</p> <p>Address of witness</p>
<p>PLEASE PRINT</p> <p>Name(s) of signatory</p> <p>Position(s) of signatory</p>	<p>_____</p> <p>_____</p> <p>_____</p>

ACCEPTANCE BY INVESTEC ASSET FINANCE PLC: Authorised signatory Investec signature Date

For and on behalf of Investec Asset Finance plc

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.

If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total payments you must make under this Agreement are more than £25,000 including VAT and you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

Important – use of your information

You have a right to know how we will use your personal information. It is important that you should read the **“IMPORTANT – Use of your Personal Information”** notice printed at the end of this agreement before you submit your application.

We may send you information about similar products and services which may be of interest to you. **Please tick the following box if you DO wish to receive such information from other selected third parties**

You may find it useful to be contacted with information about similar goods and services by post, email or fax. **Please tick the relevant box/boxes if you DO NOT wish to receive information in this way from:** (1) us (2) Investec Group Companies

Further information on who the Investec Group Companies are and how they may use your personal information is available at www.investec.co.uk/legal/uk/data-protection.html. Alternatively, please write to The Data Protection Officer, Investec Bank plc, 2 Gresham Street, London, EC2V 7QP.

Your contact details

Title First name Surname
Position in company/firm E-mail address
Telephone number Fax number
Description of business Number of years established
Company reg. number Parent company reg. number
Installation address Post code

Your supplier's details

Company name
Sales person Telephone number

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 Investec Asset Finance plc will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Investec Asset Finance plc 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 Investec Asset Finance plc 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 Investec Asset Finance plc 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.

Direct Debit Mandate



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form and send it to: Investec Asset Finance plc, Reading International Business Park, Reading, RG2 6AA

Name and full postal address of your Bank or Building Society branch
Bank or Building Society
Address Post code
Name(s) of account holder(s)
Account number
Sort code
Originator's identification number
Investec Asset Finance plc reference number

Instructions to your Bank or Building Society

Please pay Investec Asset Finance plc 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 Investec Asset Finance plc and, if so, details will be passed electronically to my Bank/Building Society. Banks/Building Societies may not accept Direct Debit Instructions for some types of accounts, please refer to the Direct Debit Guarantee shown above.

Signature(s) Client signature(s)
Date

1 LETTING

1.1 We are letting and you are taking on hire for the purposes of your business the Equipment specified overleaf (including all replacements of and additions to it) for the Minimum Rental Period specified overleaf. You may terminate the hiring under this Agreement at the end of the Minimum Rental Period or at any time thereafter by giving us at least one month's written notice.

2 YOUR OBLIGATIONS

As long as the Equipment is subject to this Agreement and thereafter until the Equipment is returned to us, you must:

Payments

2.1 pay the Rentals, the documentation fee and the other sums other sums payable and to become payable under this Agreement (together with value added tax at the then current rate) by direct debit punctually at the times other sums payable and to become payable under this Agreement without previous demand, without set off, counterclaim or deduction. If payment is made by post, it will be at your risk. An administration charge of £15.00 is payable on payments made other than by direct debit and if any cheque or direct debit is returned unpaid. You agree to waive your right to receive notice of any amendment to a variable direct debit.

Delivery of equipment

2.2 inspect the Equipment on delivery and complete an Acceptance Certificate for it or notify us of any problems in writing within 7 days.

Maintenance of equipment

2.3 keep the Equipment in full working order and in compliance with all legal requirements. You must use the Equipment properly and ensure that it will be safe and without risk to health. If you have indicated overleaf that you wish us to collect Maintenance Payments due to the Supplier you accept that:

- you have made separate arrangements with the Supplier for the provision of maintenance services for the Equipment;
- we are not your agent for any purpose and we are only the agent for the Supplier for this purpose;
- If you fail to pay any Rentals, Maintenance Payments and other sums to us as set out overleaf then we will not be able to pass the Maintenance Payments to the Supplier who may then be entitled to withdraw maintenance services which are being provided to you but this will not affect your obligations to us under this Agreement and you will still be obliged to pay us the Rentals on the basis as set out in clause 2.1;
- If the Supplier breaches any of its obligations under the maintenance agreement then you are not entitled to terminate this Agreement, but you may stop paying the Maintenance Payments to us after giving us 30 days written notice. This will not affect any obligations you have to the Supplier under the maintenance agreement. Save as provided in this clause 2.3(d), you must continue to pay the Rentals and all other sums due to us under this Agreement in accordance with clause 2.1 above even if the Supplier breaches any of its obligations under the maintenance agreement.

Damage loss and repair

2.4 from the time of delivery, be entirely responsible for loss of or damage to or caused by the Equipment and repair or replace it if we so require. You must notify us promptly of any damage or loss;

Inspection and Identification

2.5 allow us or anyone else appointed by us access to inspect the Equipment and if we require allow us to show our ownership of the Equipment and you must not allow any identification or registration numbers or marks on it to be interfered with.

Modification of equipment

2.6 not modify or alter the Equipment except by prior agreement with us and at your expense, but if under any statutory enactment it has to be modified, cause the modification to be made at your expense.

Movement, sale, etc. prohibited

2.7 keep the Equipment in your sole possession at the Location specified overleaf (or within the United Kingdom if the Equipment is a vehicle) and not sell, assign, mortgage, charge or sub-let the Equipment or any interest in it or the benefit of this Agreement. You must not allow the Equipment to be affixed to other equipment or land without our prior written consent.

Insurance

- The Hirer shall keep the Equipment continuously insured with an insurer approved by the Owner under a full comprehensive policy of insurance, free from restriction or excess, covering the Equipment to its full replacement value against fire, theft, accidental damage and all other risks against which it is commercially prudent to insure, and shall punctually pay all premiums. The Hirer must arrange for the Owner to be noted on the insurance policy and be named as loss payee.
- If requested by the Owner, the Hirer shall produce satisfactory evidence of such insurance to the Owner. If such evidence is not provided, then the Owner has the right, but not the obligation to either:
 - take out its own insurance to insure the Equipment; or
 - take out insurance for the Hirer to insure the Equipment.And the Owner shall be entitled to recover the costs of doing so from the Hirer as and when the Owner incurs them, including the full premiums for such insurance. The Owner will give the Hirer notice if the Owner does this, and the Hirer may arrange its own insurance in accordance with Clause 2.8(a) above at any time.
- If an insurance claim has to be made (either under a policy the Hirer takes out for itself or under one the Owner takes out for the Hirer under clause 2.8(b)(i) above) the Hirer will notify the Owner of that and agrees that if the policy was taken out by the Hirer then the Owner may take over negotiations with the insurance company and settle any claim, and will receive any insurance payments relating to the Equipment. If the Hirer receives any such insurance proceeds the Hirer must pay such monies to the Owner and until such time shall hold such monies on trust for the Owner.
- In the event that the Owner takes out its own insurance under Clause 2.8(b)(i) above) the Hirer must notify the Owner as soon as possible of any damage to or loss of the Equipment and provide the Owner's insurer with a true, complete and accurate statement of loss and any other information that the Owner's insurer reasonably requires in support of the Owner's claim. In the event that the Owner makes a claim, the Hirer must make every reasonable effort to protect the Equipment from further loss.
- Where the Equipment is lost or destroyed or the Owner notifies the Hirer in writing that in its opinion the Equipment is incapable of economic repair this Agreement shall come to an end and thereupon the Owner shall have the rights provided in sub-clause 3.3. Any insurance money received by the Owner (whether under a policy the Hirer takes out or one the Owner takes out) shall be applied firstly in payment to the Owner of any sums previously accrued due to the Owner, and if the Equipment is not insured for its full replacement value, or is subject to any restriction in the insurance cover, the Hirer will indemnify the Owner against any loss it has suffered as a consequence.
- In every other case of damage this Agreement shall continue and the equipment shall be repaired to the Owner's satisfaction at the cost and expense of the Hirer and with the benefit of the insurance monies.
- The Hirer's insurance shall include cover for claims brought in respect of or arising from injury or damage caused by the Equipment and any use to which the Equipment is put. The cover shall be sufficient to cover the reasonably foreseeable loss and damage to any person which might arise from the use of the Equipment or at such higher level as the Owner may reasonably determine.

Indemnities

2.9 indemnify us against all loss, damages, costs and expenses suffered or incurred by us as a result of any third party claim howsoever arising out of the state, condition, leasing or use of the Equipment or arising out of loss or damage to the Equipment.

Return of equipment

2.10 keep the Equipment free of all liens and return it, at your expense, at the end of the hiring to us or to any other person we specify. Until you return it you must continue to pay Rentals at the rate stated overleaf.

3 TERMINATION

3.1 You will have committed a very serious breach of this Agreement if either of the following events occur after which we may terminate your right to possession of the Equipment at any time and repossess it:-

- a default by you in the payment of any money due under this Agreement for more than 5 days; or
- your failure to remedy any breach of this Agreement, other than a breach relating to the payment of money, within 10 days of written notice from us to you requiring the breach to be remedied.

3.2 After the occurrence of any of the following events we shall be entitled at any time afterwards to terminate your right to possession of the Equipment at any time and repossess it after giving you any notice required by law:-

- (i) an administration, winding up, bankruptcy or sequestration order is made in respect of you, or a receiver, administrator or administrative receiver or similar officer is appointed over any of your assets or any steps are taken by any person (including by you) with a view to the appointment of any of the foregoing, or you are deemed unable to pay your debts or become apparently insolvent, or there is a meeting of your creditors or a scheme of arrangement or composition is made with your creditors, or (ii) (if you are a company) you are dissolved, liquidated or wound up or pass a resolution for voluntary winding up (other than for a bona fide reconstruction approved by us), or (iii) (if you are a partnership), the partnership is dissolved or terminated or (iv) you cease or threaten to cease trading, or dispose of a substantial part of your business or (v) there is a change of ownership or control (whether direct or indirect) of you;
 - any guarantee we have of your liabilities is not or ceases to be valid binding or enforceable or any of the events referred to in (a) above happens in relation to a guarantor;
 - any information you provided to us in connection with this Agreement proves incorrect;
 - the Equipment is lost, destroyed or damaged so as to become a total loss for insurance purposes.
- 3.3 On our terminating your right to possession of the Equipment under clause 3.1 or 3.2:
- you must pay to us immediately together with any value added tax thereon;
 - all arrears of Rentals and other amounts due and payable by you under this Agreement; and
 - a sum equal to the aggregate of all Rentals which would (adjusted under clause 4.2), but for such termination or repudiation, have fallen due for payment during the remainder of the Minimum Rental Period discounted at 2% per annum; and
 - you must pay to us, on demand, all expenses and costs incurred by us in retaking possession of the Equipment and carrying out any necessary repairs to it to put it in the condition in which it should be and/or enforcing our rights together with any value added tax payable.
 - we or anyone we appoint will be entitled to enter upon any premises where the Equipment is located for the purpose of repossessing it.
- 3.4 You may terminate the hiring under this Agreement before the end of the Minimum Rental Period by giving us not less than one month's notice to terminate it. The termination will be effective only when you return the Equipment to us or to any other person we specify and pay the sums referred to in clause 3.3(a) in full. We may also charge you an administration fee of £50.00 plus VAT to cover our processing costs.
- 3.5 If this Agreement terminates for any reason whatsoever then you acknowledge that this will not terminate your obligations under the maintenance agreement that you have entered into with the Supplier and that you may have to continue to pay all further sums to the Supplier under the maintenance agreement.
- 3.6 If we agree, at your request, to upgrade any or all of the Equipment, then we shall provide you with the applicable upgrade fee which will be payable in respect of the upgrade. If you wish to proceed with the upgrade, and provided you are not in breach of your obligations under this Agreement, this Agreement shall terminate and you shall enter into a new agreement with us in respect of the upgraded equipment and any Equipment which is being retained. At our option, the upgrade fee shall either be paid by you as a lump sum on termination of this Agreement, or the upgrade fee shall be incorporated within the rentals payable under the new agreement. In addition, we may charge you an administration fee of £50.00 plus VAT to cover our processing costs.

4 FURTHER STIPULATIONS

Late payment, etc.

4.1 If you are late in paying any sum due to us under this Agreement, you must pay to us on demand any cost or expense incurred by us in obtaining payment together with interest on the overdue sums at Finance House Base Rate from time to time plus 5% per annum on a day-to-day basis from the due date until the date of payment after as well as before judgment. You must also pay on demand the costs (including, but not limited to, costs of letters, tracing fees, debt collection agency and legal costs) which we incur if you change address or move the Equipment from the Location without first notifying us as required by clause 2.7 or otherwise breach the terms of this Agreement, or if we enforce any terms of this Agreement. We may charge £10.00 for each letter sent to you or telephone call in respect of default, and such other charges as we deem reasonable to cover administration costs incurred in changing the terms of this Agreement or providing any information or additional services at your request.

Taxation

4.2 The sums payable under this Agreement have been calculated on the assumptions that we will be entitled to capital allowances on all our expenditure in relation to the Equipment and that there will be no change in tax law or practice or the rates of taxation or capital allowances or any other change which adversely affects our net after tax rate of return on our investment in the Equipment throughout the term of the hiring. If these assumptions are or become incorrect we will be entitled to increase the Rentals to compensate us or, if the lease has ended, charge an additional Rental.

Conditions and warranties

- We have let the Equipment to you on the understanding that you accept the terms set out in clauses 4.4 to 4.6. If we had let it on any other basis the Rentals payable would have been increased.
- You must get directly from the manufacturer or supplier of the Equipment any guarantees or warranties that you require. You will be entitled (so far as we are able to transfer the same) to the benefit of any such guarantees or warranties given by the suppliers or manufacturers to us, but we do not let the Equipment subject to any condition, warranty or other terms express or implied, so that, there is excluded to the full extent permitted by law (a) in cases where the Equipment is let by reference to a description, any condition that the Equipment will correspond with the description; or (b) any condition of satisfactory quality of the Equipment; or (c) any condition of fitness of the Equipment for any particular purpose.
- As a result, we shall not be liable for any fault in the Equipment (except that we do not exclude or restrict our liability for death or personal injury resulting from our negligence) and you shall not be entitled to any abatement or refund of Rentals in respect of any period during which you are unable to use the Equipment.
- No-one other than our employees has any authority to make on our behalf any representation concerning the Equipment and you acknowledge that you have not relied upon any such representation.
- Where the Equipment includes software, you will obtain all software licences necessary for the use and operation of the Equipment, comply with the terms of such software licences and indemnify us against any claim made against us for breach of such software licences. We do not licence the software and are not liable for any failure of any software.

Waiver

4.8 No forbearance or delay by us in enforcing any part of this Agreement or any of our rights or remedies nor grant of time or indulgence by us shall prejudice or diminish our rights or remedies nor shall any waiver by us of any breach by you, operate as a waiver of any subsequent or continuing breach.

Disclosure, notices and interpretation, etc

- Any notice served hereunder shall be sufficiently serviced if sent by pre-paid letter post or fax to the usual or last known place of business of the addressee and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission.
- Clause headings appear for ease of reference only and do not affect the construction of this Agreement.
- This Agreement contains all the terms of the hiring agreed between us. No variation of this Agreement shall be effective unless recorded in writing and signed on behalf of both parties.
- If more than one person entered into this Agreement as hirer, you are jointly and severally liable for the Hirer's obligations.
- This Agreement shall be governed by, and construed in accordance with, English law.
- The courts of England shall have exclusive jurisdiction in relation to all matters which may arise out of or in connection with this Agreement.

Consumer Credit Act

4.15 If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total payments you must make under this Agreement are more than £25,000 including VAT and you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

Signature(s) of Hirer(s) to confirm you have read and understood

Client signature(s)

Please ensure the same signatories sign above as have signed the Agreement

Hire Agreement

Regulated by the Consumer Credit Act 1974

Checklist for hirer

Clients who are introduced to hire agreements by equipment suppliers are recommended to take the following steps:

1. Make it clear within your own organisation who can sign such agreements.
2. Ensure that the supplier of any equipment involved is a reputable and an accredited supplier of the equipment involved.
3. Check the name of the leasing company, and where relevant its parent company, on the page of the lease agreement which you sign and whether this company is a member of the Finance and Leasing Association. FLA members are required to ensure that their contacts are clear and unambiguous.
4. Ensure with the supplier that the equipment is new, or if not that you are content that used or refurbished equipment is suitable.
5. Always ensure that the completed contract corresponds with any verbal or written quotation and, for copiers, a lease proposal sheet supplied via the sales person or negotiator involved.
6. Read your contract carefully **before** signing it and ensure it is correct, particularly in respect of the rental amount and period of time of hire. Never sign an agreement which is not fully completed.
7. Make sure you understand and agree with all the terms and conditions of the contract and, if you are unsure, seek advice.
8. Make sure you understand the costs involved and whether the agreement allows for any automatic increases in charges.
9. Check the period of hire and any notice period required for its termination and settlement terms to be applied on early termination.
10. Ensure the length of the agreement is not longer than the expected working life of the equipment.
11. Check whether the agreement includes the supply of service(s) and whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully.
12. If any amendments are made to your contract or a further contract is required to replace an existing agreement – do not sign until you have made the same checks as you did for the original agreement.



Investec Asset Finance plc is a member of the Finance and Leasing Association

IMPORTANT – Use of your Personal Information

This notice is supplemental to the data protection processing consent that you gave before your proposal for finance was submitted to us.

By signing above you are now confirming your consent to all the uses of your Personal Data set out below; some of these were covered by that earlier consent, but others are only relevant now that your application for finance has been approved in principle and we intend to enter into an agreement with you.

In order to consider your application for finance, we needed to obtain financial and other personal information about you (your "Personal Data"). Your personal data is protected under the Data Protection Act 1998. The following notice summarises some key information about how we process your data. If you would like a more detailed explanation of how we will manage your information and your rights to access the information we hold about you, please refer to our Data Protection Statement, which can be found at www.investec.co.uk/dataprotection.

Sharing your information

All of this Personal Data has been used by us to process your application and we may have disclosed it to other Investec Group Companies as part of that process. We and other Investec Group Companies may also process it so that we and/or they may use it for credit checking and/or fraud prevention purposes in the future. Any Personal Data processing by an Investec Group company has been, or will be, done in accordance with the Data Protection Act 1998 and the online Data Protection Statement which can be found at www.investec.co.uk/dataprotection. By entering into this Agreement you agree that we can use and disclose your information in the ways described in our Data Protection Statement, as amended or updated from time to time. We will also share data with fraud prevention and credit reference agencies.

We may also pass your Personal Data on to other Investec Group Companies and/or any relevant third party and both we and/or they may use it for any purpose linked to any sale of and/or granting of security over the agreement we have with you. In such circumstances, such third parties may also use and/or disclose your Personal Data to any third party that they ask to assist them with the preparation for and/or completion of any such sale and/or granting of security; they may also, once such sale and/or granting of security is completed, use and/or disclose your Personal Data to third parties for any of the other purposes which we have outlined in this notice in the same way as if they had entered into the agreement with you instead of us.

We may also disclose your Personal Data to other Investec Group Companies and/or selected third parties and both we and/or they may use it to provide you with information about other products and services which we/they believe may be of interest to you.

Fraud prevention

If false or inaccurate information is provided and fraud is identified, details will be passed to Fraud Prevention Agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering (and may do so from other countries), for example when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Please contact us on 0330 123 9613 or at infocustomerservices@investec.co.uk if you would like to receive details of the relevant fraud prevention agencies. We can also be contacted by post at Investec Asset Finance plc, Reading International Business Park, Reading RG2 6AA.

Credit assessment

When you applied for finance, we asked you questions about your financial circumstances. When assessing your application we may have used a credit scoring or other automated decision-making system. We will also look at records that we hold about you, or that other Investec Group Companies hold about you. In addition we look at records held with Credit Reference Agencies (CRAs) and Fraud Prevention Agencies (FPAs). CRAs and FPAs can give us both public information (e.g. electoral register) and shared credit and fraud prevention information. When CRAs receive a search from us they will place a "footprint" on your credit file and this can be seen by other lenders accessing the CRA data. We will send information about applications to CRAs and FPAs and they will record this, even if your application does not proceed or is unsuccessful. If your application is successful we will share information with CRAs and FPAs about your account and how you are managing it. In order to manage your agreement we may periodically ask you for updated information, and we will also obtain periodic information from CRAs. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether you have settled the debt or defaulted on paying it. These records may affect your ability to obtain further credit.

If you wish to know which CRAs have been supplied with your details or obtain further information about how those details are used, or if you would like a copy of the information we hold about you (for which a small fee may be payable), you should write to the Data Protection Officer, Investec Bank plc, 2 Gresham Street, London, EC2V 7QP.

Joint application

If this is a joint application, or your application refers to a business or financial partner, this may have resulted in the CRAs associating you with the other party when you and/or they make any application for finance in the future. In addition, if you have made an application on behalf of yourself and any other person(s), by doing so you confirmed to us that you had their authority to disclose their personal information to us, and to give consent on their behalf to all of the uses of their Personal Data set out in this notice.

How to contact us

If you have any comments or questions about our Data Protection Statement please contact the Data Protection Officer at Investec Bank plc, 2 Gresham Street, London, EC2V 7QP.

Our Regulator

Investec Asset Finance plc is authorised and regulated by the Financial Conduct Authority for credit-related regulated activities (including hiring). Registered office at Reading International Business Park, Reading, RG2 6AA. Registered in England Number 2179313.

Ombudsman Scheme

If you have a complaint about this agreement with us or our service, please complain to us first by calling 0330 123 9613 or writing using the details shown above. We will acknowledge your complaint and write to you within 8 weeks either confirming our final position or explaining why we are unable to do so. If you are dissatisfied with how we deal with your complaint and you are not a business customer, you have the right to refer your complaint to the Financial Ombudsman Service by writing to Exchange Tower, London, E14 9SR, by calling 0800 023 4567 or by emailing complaint.info@financial-ombudsman.org. Businesses may have a right to complain to the Financial Ombudsman Service. The Ombudsman can tell you whether or not he can deal with your complaint. www.financial-ombudsman.org.uk

Signature(s) of Hirer(s) to confirm you have read and understood

Client signature(s)

Please ensure the same signatories sign above as have signed the Agreement



Standard Lease

Hire Agreement Regulated by the Consumer Credit Act 1974

Agreement Number:



Our details

Investec Asset Finance plc, Reading International Business Park, Reading, RG2 6AA, 0330 123 9613, iaf@investec.co.uk, www.investec.com/assetfinance

Your details

Hirer's full business name

Business address

Post code

Key Financial Information

Equipment description	Serial number

Rentals and Minimum Rental Period

Minimum Rental Period months (in words) One Initial Rental of £ + VAT = £ Inc VAT

Followed by (in words) Monthly Quarterly Rentals of £ + VAT = £ Inc VAT

The Minimum Rental Period commences on the Start Date. If we sign and accept this Agreement on or before the 17th day of the month, then the Start Date will be the 1st day of the month in which we sign and accept the Agreement. If we sign and accept this Agreement on or after the 18th day of the month, then the Start Date will be the 1st day of the following month. The Initial Rental together with a servicing fee of £156.00 (inclusive of VAT) is payable on the date upon which we sign and accept this Agreement. An annual service fee of £42.00 (inclusive of VAT) is payable on each anniversary of the Agreement. Subsequent Rentals will commence on the date falling one month or (if quarterly payments have been specified above) 3 months after the Start Date, and will continue on the same date in each subsequent month or quarter, as appropriate.

We may increase the amount of Rentals under clause 4.2 (or charge you an additional Rental under clause 4.2 if the hiring has ended) if there is a tax change. If you terminate this Agreement early under clause 3.4 you must pay us the amount set out in clause 3.3(a) by the date of termination. We may also charge you an administration fee of £50.00 plus VAT to cover our processing costs.

Maintenance

MAINTENANCE COLLECTION – Tick here to confirm that we may collect Maintenance Payments due to the Supplier, in which case the maintenance charge set out below will be payable to us on the same date and at the same frequency as the Rentals set out above (see clause 2.3).

Maintenance charge of £ + VAT = £ Inc VAT

A Servicing fee of £156.00 (inclusive of VAT) is payable with the Initial Rental.

The hiring will continue beyond the end of the Minimum Rental Period for a period of 10 years unless or until terminated under clauses 1.1, 3.1 or 3.2. A single Rental of £

plus VAT equals £ (inclusive of VAT) is payable on the day after expiry of the Minimum Rental Period.

Key information

This Agreement is not cancellable.

The following charges are payable by you if you breach this Agreement:

If you breach this Agreement and we have to enforce it, under clause 4.1 you must pay us all reasonable costs and expenses we incur (including, but not limited to, costs of letters, telephone calls, tracing fees, debt collection agency and legal costs) and £10.00 for each letter sent to you or telephone calls in respect of default. If you fail to return the Equipment when this Agreement ends, under clause 3.3(b) you must pay us all costs we incur (plus any VAT payable) in retaking possession of and repairing the Equipment. Under clause 4.1, if any payment is not made on time you will be charged interest at 5% over Finance House Base Rate on the overdue amount on a day to day basis from the due date until the date of payment after as well as before judgment. If we end your hiring under this Agreement in accordance with clauses 3.1 or 3.2, you will be liable to pay us immediately (together with any VAT payable thereon): (i) all arrears of Rentals and other amounts due and payable by you under this Agreement, and (ii) a sum equal to the aggregate of all Rentals which would have fallen due for payment during the remainder of the Minimum Rental Period discounted at 2% per annum. We may charge you the cost of us insuring the equipment including the full premium of the insurance if you fail to provide evidence of insurance and payment of premiums – clause 2.8. We will charge you £10.00 each time a cheque or direct debit is returned. You may also have to pay the following reasonable charges; an administration charge of £10.00 each time a payment is made other than by direct debit (clause 2.1); and any other charges that we deem reasonable to cover our administration costs incurred in changing the terms of this Agreement or providing any information or additional services at your request (clause 4.1). If you wish to upgrade the Equipment, we may charge you an administration fee of £50.00 plus VAT and you shall pay to us the applicable upgrade fee in accordance with clause 3.6 overleaf.

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 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.

Your signature

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.

Signature(s) of Hirer(s) Client signature

Under this Agreement the goods do not become your property and you must not sell them.

PLEASE PRINT

Name(s) of signatory

Position(s) of signatory

PLEASE PRINT

Signature of witness Witness signature

Name of witness

Address of witness

ACCEPTANCE BY INVESTEC ASSET FINANCE PLC:

Authorised signatory

Investec signature

Date

For and on behalf of Investec Asset Finance plc

You apply to Investec Asset Finance plc ("us") to hire Equipment. If we accept your application we will do so in reliance of your acknowledgement by signing this Agreement that:

- you have read and understood the Terms and Conditions on page 3 including the statements on pages 2 and 4;
- the supplier of the Equipment identified below (if any) is not our agent and that this is the whole Agreement between us, and the Equipment has not previously been in your possession;
- all the information above is accurate and was complete at the time of signature;

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.

If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total payments you must make under this Agreement are more than £25,000 including VAT and you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

Important – use of your information

You have a right to know how we will use your personal information. It is important that you should read the **"IMPORTANT – Use of your Personal Information"** notice printed at the end of this agreement before you submit your application.

We may send you information about similar products and services which may be of interest to you. **Please tick the following box if you DO wish to receive such information from other selected third parties**

You may find it useful to be contacted with information about similar goods and services by post, email or fax. **Please tick the relevant box/boxes if you DO NOT wish to receive information in this way from:** (1) us (2) Investec Group Companies

Further information on who the Investec Group Companies are and how they may use your personal information is available at www.investec.co.uk/legal/uk/data-protection.html. Alternatively, please write to The Data Protection Officer, Investec Bank plc, 2 Gresham Street, London, EC2V 7QP.

Your contact details

Title	First name	Surname
Position in company/firm	E-mail address	
Telephone number	Fax number	
Description of business	Number of years established	
Company reg. number	Parent company reg. number	
Installation address	Post code	

Your supplier's details

Company name	
Sales person	Telephone number

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 Investec Asset Finance plc will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Investec Asset Finance plc 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 Investec Asset Finance plc 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 Investec Asset Finance plc 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.

Direct Debit Mandate



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form and send it to: Investec Asset Finance plc, Reading International Business Park, Reading, RG2 6AA

Name and full postal address of your Bank or Building Society branch	
Bank or Building Society	
Address	
Post code	
Name(s) of account holder(s)	
Account number	<input type="text"/>
Sort code	<input type="text"/>
Originator's identification number	6 4 5 9 2 6
Investec Asset Finance plc reference number	<input type="text"/>

Instructions to your Bank or Building Society

Please pay Investec Asset Finance plc 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 Investec Asset Finance plc and, if so, details will be passed electronically to my Bank/Building Society. Banks/Building Societies may not accept Direct Debit Instructions for some types of accounts, please refer to the Direct Debit Guarantee shown above.

Signature(s)	Client signature(s)
Date	

1 LETTING

1.1 We are letting and you are taking on hire for the purposes of your business the Equipment specified overleaf (including all replacements of and additions to it) for the Minimum Rental Period specified overleaf. You may terminate the hiring under this Agreement at the end of the Minimum Rental Period or at any time thereafter by giving us at least one month's written notice.

2 YOUR OBLIGATIONS

As long as the Equipment is subject to this Agreement and thereafter until the Equipment is returned to us, you must:

Payments

2.1 pay the Rentals, the documentation fee and the other sums other sums payable and to become payable under this Agreement (together with value added tax at the then current rate) by direct debit punctually at the times other sums payable and to become payable under this Agreement without previous demand, without set off, counterclaim or deduction. If payment is made by post, it will be at your risk. An administration charge of £15.00 is payable on payments made other than by direct debit and if any cheque or direct debit is returned unpaid. You agree to waive your right to receive notice of any amendment to a variable direct debit.

Delivery of equipment

2.2 inspect the Equipment on delivery and complete an Acceptance Certificate for it or notify us of any problems in writing within 7 days.

Maintenance of equipment

2.3 keep the Equipment in full working order and in compliance with all legal requirements. You must use the Equipment properly and ensure that it will be safe and without risk to health. If you have indicated overleaf that you wish us to collect Maintenance Payments due to the Supplier you accept that:

- you have made separate arrangements with the Supplier for the provision of maintenance services for the Equipment;
- we are not your agent for any purpose and we are only the agent for the Supplier for this purpose;
- If you fail to pay any Rentals, Maintenance Payments and other sums to us as set out overleaf then we will not be able to pass the Maintenance Payments to the Supplier who may then be entitled to withdraw maintenance services which are being provided to you but this will not affect your obligations to us under this Agreement and you will still be obliged to pay us the Rentals on the basis as set out in clause 2.1;
- If the Supplier breaches any of its obligations under the maintenance agreement then you are not entitled to terminate this Agreement, but you may stop paying the Maintenance Payments to us after giving us 30 days written notice. This will not affect any obligations you have to the Supplier under the maintenance agreement. Save as provided in this clause 2.3(d), you must continue to pay the Rentals and all other sums due to us under this Agreement in accordance with clause 2.1 above even if the Supplier breaches any of its obligations under the maintenance agreement.

Damage loss and repair

2.4 from the time of delivery, be entirely responsible for loss of or damage to or caused by the Equipment and repair or replace it if we so require. You must notify us promptly of any damage or loss;

Inspection and Identification

2.5 allow us or anyone else appointed by us access to inspect the Equipment and if we require allow us to show our ownership of the Equipment and you must not allow any identification or registration numbers or marks on it to be interfered with.

Modification of equipment

2.6 not modify or alter the Equipment except by prior agreement with us and at your expense, but if under any statutory enactment it has to be modified, cause the modification to be made at your expense.

Movement, sale, etc. prohibited

2.7 keep the Equipment in your sole possession at the Location specified overleaf (or within the United Kingdom if the Equipment is a vehicle) and not sell, assign, mortgage, charge or sub-let the Equipment or any interest in it or the benefit of this Agreement. You must not allow the Equipment to be affixed to other equipment or land without our prior written consent.

Insurance

- The Hirer shall keep the Equipment continuously insured with an insurer approved by the Owner under a full comprehensive policy of insurance, free from restriction or excess, covering the Equipment to its full replacement value against fire, theft, accidental damage and all other risks against which it is commercially prudent to insure, and shall punctually pay all premiums. The Hirer must arrange for the Owner to be noted on the insurance policy and be named as loss payee.
- If requested by the Owner, the Hirer shall produce satisfactory evidence of such insurance to the Owner. If such evidence is not provided, then the Owner has the right, but not the obligation to either:
 - take out its own insurance to insure the Equipment; or
 - take out insurance for the Hirer to insure the Equipment.And the Owner shall be entitled to recover the costs of doing so from the Hirer as and when the Owner incurs them, including the full premiums for such insurance. The Owner will give the Hirer notice if the Owner does this, and the Hirer may arrange its own insurance in accordance with Clause 2.8(a) above at any time.
- If an insurance claim has to be made (either under a policy the Hirer takes out for itself or under one the Owner takes out for the Hirer under clause 2.8(b)(i) above) the Hirer will notify the Owner of that and agrees that if the policy was taken out by the Hirer then the Owner may take over negotiations with the insurance company and settle any claim, and will receive any insurance payments relating to the Equipment. If the Hirer receives any such insurance proceeds the Hirer must pay such monies to the Owner and until such time shall hold such monies on trust for the Owner.
- In the event that the Owner takes out its own insurance under Clause 2.8(b)(i) above) the Hirer must notify the Owner as soon as possible of any damage to or loss of the Equipment and provide the Owner's insurer with a true, complete and accurate statement of loss and any other information that the Owner's insurer reasonably requires in support of the Owner's claim. In the event that the Owner makes a claim, the Hirer must make every reasonable effort to protect the Equipment from further loss.
- Where the Equipment is lost or destroyed or the Owner notifies the Hirer in writing that in its opinion the Equipment is incapable of economic repair this Agreement shall come to an end and thereupon the Owner shall have the rights provided in sub-clause 3.3. Any insurance money received by the Owner (whether under a policy the Hirer takes out or one the Owner takes out) shall be applied firstly in payment to the Owner of any sums previously accrued due to the Owner, and if the Equipment is not insured for its full replacement value, or is subject to any restriction in the insurance cover, the Hirer will indemnify the Owner against any loss it has suffered as a consequence.
- In every other case of damage this Agreement shall continue and the equipment shall be repaired to the Owner's satisfaction at the cost and expense of the Hirer and with the benefit of the insurance monies.
- The Hirer's insurance shall include cover for claims brought in respect of or arising from injury or damage caused by the Equipment and any use to which the Equipment is put. The cover shall be sufficient to cover the reasonably foreseeable loss and damage to any person which might arise from the use of the Equipment or at such higher level as the Owner may reasonably determine.

Indemnities

2.9 indemnify us against all loss, damages, costs and expenses suffered or incurred by us as a result of any third party claim howsoever arising out of the state, condition, leasing or use of the Equipment or arising out of loss or damage to the Equipment.

Return of equipment

2.10 keep the Equipment free of all liens and return it, at your expense, at the end of the hiring to us or to any other person we specify. Until you return it you must continue to pay Rentals at the rate stated overleaf.

3 TERMINATION

3.1 You will have committed a very serious breach of this Agreement if either of the following events occur after which we may terminate your right to possession of the Equipment at any time and repossess it:-

- a default by you in the payment of any money due under this Agreement for more than 5 days; or
- your failure to remedy any breach of this Agreement, other than a breach relating to the payment of money, within 10 days of written notice from us to you requiring the breach to be remedied.

3.2 After the occurrence of any of the following events we shall be entitled at any time afterwards to terminate your right to possession of the Equipment at any time and repossess it after giving you any notice required by law:-

- (i) an administration, winding up, bankruptcy or sequestration order is made in respect of you, or a receiver, administrator or administrative receiver or similar officer is appointed over any of your assets or any steps are taken by any person (including by you) with a view to the appointment of any of the foregoing, or you are deemed unable to pay your debts or become apparently insolvent, or there is a meeting of your creditors or a scheme of arrangement or composition is made with your creditors, or (ii) (if you are a company) you are dissolved, liquidated or wound up or pass a resolution for voluntary winding up (other than for a bona fide reconstruction approved by us), or (iii) (if you are a partnership), the partnership is dissolved or terminated or (iv) you cease or threaten to cease trading, or dispose of a substantial part of your business or (v) there is a change of ownership or control (whether direct or indirect) of you;
 - any guarantee we have of your liabilities is not or ceases to be valid binding or enforceable or any of the events referred to in (a) above happens in relation to a guarantor;
 - any information you provided to us in connection with this Agreement proves incorrect;
 - the Equipment is lost, destroyed or damaged so as to become a total loss for insurance purposes.
- 3.3 On our terminating your right to possession of the Equipment under clause 3.1 or 3.2:
- you must pay to us immediately together with any value added tax thereon;
 - all arrears of Rentals and other amounts due and payable by you under this Agreement; and
 - a sum equal to the aggregate of all Rentals which would (adjusted under clause 4.2), but for such termination or repudiation, have fallen due for payment during the remainder of the Minimum Rental Period discounted at 2% per annum; and
 - you must pay to us, on demand, all expenses and costs incurred by us in retaking possession of the Equipment and carrying out any necessary repairs to it to put it in the condition in which it should be and/or enforcing our rights together with any value added tax payable.
 - we or anyone we appoint will be entitled to enter upon any premises where the Equipment is located for the purpose of repossessing it.
- 3.4 You may terminate the hiring under this Agreement before the end of the Minimum Rental Period by giving us not less than one month's notice to terminate it. The termination will be effective only when you return the Equipment to us or to any other person we specify and pay the sums referred to in clause 3.3(a) in full. We may also charge you an administration fee of £50.00 plus VAT to cover our processing costs.
- 3.5 If this Agreement terminates for any reason whatsoever then you acknowledge that this will not terminate your obligations under the maintenance agreement that you have entered into with the Supplier and that you may have to continue to pay all further sums to the Supplier under the maintenance agreement.
- 3.6 If we agree, at your request, to upgrade any or all of the Equipment, then we shall provide you with the applicable upgrade fee which will be payable in respect of the upgrade. If you wish to proceed with the upgrade, and provided you are not in breach of your obligations under this Agreement, this Agreement shall terminate and you shall enter into a new agreement with us in respect of the upgraded equipment and any Equipment which is being retained. At our option, the upgrade fee shall either be paid by you as a lump sum on termination of this Agreement, or the upgrade fee shall be incorporated within the rentals payable under the new agreement. In addition, we may charge you an administration fee of £50.00 plus VAT to cover our processing costs.

4 FURTHER STIPULATIONS

Late payment, etc.

4.1 If you are late in paying any sum due to us under this Agreement, you must pay to us on demand any cost or expense incurred by us in obtaining payment together with interest on the overdue sums at Finance House Base Rate from time to time plus 5% per annum on a day-to-day basis from the due date until the date of payment after as well as before judgment. You must also pay on demand the costs (including, but not limited to, costs of letters, tracing fees, debt collection agency and legal costs) which we incur if you change address or move the Equipment from the Location without first notifying us as required by clause 2.7 or otherwise breach the terms of this Agreement, or if we enforce any terms of this Agreement. We may charge £10.00 for each letter sent to you or telephone call in respect of default, and such other charges as we deem reasonable to cover administration costs incurred in changing the terms of this Agreement or providing any information or additional services at your request.

Taxation

4.2 The sums payable under this Agreement have been calculated on the assumptions that we will be entitled to capital allowances on all our expenditure in relation to the Equipment and that there will be no change in tax law or practice or the rates of taxation or capital allowances or any other change which adversely affects our net after tax rate of return on our investment in the Equipment throughout the term of the hiring. If these assumptions are or become incorrect we will be entitled to increase the Rentals to compensate us or, if the lease has ended, charge an additional Rental.

Conditions and warranties

- We have let the Equipment to you on the understanding that you accept the terms set out in clauses 4.4 to 4.6. If we had let it on any other basis the Rentals payable would have been increased.
- You must get directly from the manufacturer or supplier of the Equipment any guarantees or warranties that you require. You will be entitled (so far as we are able to transfer the same) to the benefit of any such guarantees or warranties given by the suppliers or manufacturers to us, but we do not let the Equipment subject to any condition, warranty or other terms express or implied, so that, there is excluded to the full extent permitted by law (a) in cases where the Equipment is let by reference to a description, any condition that the Equipment will correspond with the description; or (b) any condition of satisfactory quality of the Equipment; or (c) any condition of fitness of the Equipment for any particular purpose.
- As a result, we shall not be liable for any fault in the Equipment (except that we do not exclude or restrict our liability for death or personal injury resulting from our negligence) and you shall not be entitled to any abatement or refund of Rentals in respect of any period during which you are unable to use the Equipment.
- No-one other than our employees has any authority to make on our behalf any representation concerning the Equipment and you acknowledge that you have not relied upon any such representation.
- Where the Equipment includes software, you will obtain all software licences necessary for the use and operation of the Equipment, comply with the terms of such software licences and indemnify us against any claim made against us for breach of such software licences. We do not licence the software and are not liable for any failure of any software.

Waiver

4.8 No forbearance or delay by us in enforcing any part of this Agreement or any of our rights or remedies or no grant of time or indulgence by us shall prejudice or diminish our rights or remedies nor shall any waiver by us of any breach by you, operate as a waiver of any subsequent or continuing breach.

Disclosure, notices and interpretation, etc

- Any notice served hereunder shall be sufficiently serviced if sent by pre-paid letter post or fax to the usual or last known place of business of the addressee and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission.
- Clause headings appear for ease of reference only and do not affect the construction of this Agreement.
- This Agreement contains all the terms of the hiring agreed between us. No variation of this Agreement shall be effective unless recorded in writing and signed on behalf of both parties.
- If more than one person entered into this Agreement as hirer, you are jointly and severally liable for the Hirer's obligations.
- This Agreement shall be governed by, and construed in accordance with, English law.
- The courts of England shall have exclusive jurisdiction in relation to all matters which may arise out of or in connection with this Agreement.

Consumer Credit Act

4.15 If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total payments you must make under this Agreement are more than £25,000 including VAT and you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement in this Agreement about the said Act and its consequences do not apply to you.

Signature(s) of Hirer(s) to confirm you have read and understood

Client signature(s)

Please ensure the same signatories sign above as have signed the Agreement

Hire Agreement Regulated by the Consumer Credit Act 1974

Checklist for hirer

Clients who are introduced to hire agreements by equipment suppliers are recommended to take the following steps:

1. Make it clear within your own organisation who can sign such agreements.
2. Ensure that the supplier of any equipment involved is a reputable and an accredited supplier of the equipment involved.
3. Check the name of the leasing company, and where relevant its parent company, on the page of the lease agreement which you sign and whether this company is a member of the Finance and Leasing Association. FLA members are required to ensure that their contacts are clear and unambiguous.
4. Ensure with the supplier that the equipment is new, or if not that you are content that used or refurbished equipment is suitable.
5. Always ensure that the completed contract corresponds with any verbal or written quotation and, for copiers, a lease proposal sheet supplied via the sales person or negotiator involved.
6. Read your contract carefully **before** signing it and ensure it is correct, particularly in respect of the rental amount and period of time of hire. Never sign an agreement which is not fully completed.
7. Make sure you understand and agree with all the terms and conditions of the contract and, if you are unsure, seek advice.
8. Make sure you understand the costs involved and whether the agreement allows for any automatic increases in charges.
9. Check the period of hire and any notice period required for its termination and settlement terms to be applied on early termination.
10. Ensure the length of the agreement is not longer than the expected working life of the equipment.
11. Check whether the agreement includes the supply of service(s) and whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully.
12. If any amendments are made to your contract or a further contract is required to replace an existing agreement – do not sign until you have made the same checks as you did for the original agreement.



Investec Asset Finance plc is a member of the Finance and Leasing Association

IMPORTANT – Use of your Personal Information

This notice is supplemental to the data protection processing consent that you gave before your proposal for finance was submitted to us.

By signing above you are now confirming your consent to all the uses of your Personal Data set out below; some of these were covered by that earlier consent, but others are only relevant now that your application for finance has been approved in principle and we intend to enter into an agreement with you.

In order to consider your application for finance, we needed to obtain financial and other personal information about you (your "Personal Data"). Your personal data is protected under the Data Protection Act 1998. The following notice summarises some key information about how we process your data. If you would like a more detailed explanation of how we will manage your information and your rights to access the information we hold about you, please refer to our Data Protection Statement, which can be found at www.investec.co.uk/dataprotection.

Sharing your information

All of this Personal Data has been used by us to process your application and we may have disclosed it to other Investec Group Companies as part of that process. We and other Investec Group Companies may also process it so that we and/or they may use it for credit checking and/or fraud prevention purposes in the future. Any Personal Data processing by an Investec Group company has been, or will be, done in accordance with the Data Protection Act 1998 and the online Data Protection Statement which can be found at www.investec.co.uk/dataprotection. By entering into this Agreement you agree that we can use and disclose your information in the ways described in our Data Protection Statement, as amended or updated from time to time. We will also share data with fraud prevention and credit reference agencies.

We may also pass your Personal Data on to other Investec Group Companies and/or any relevant third party and both we and/or they may use it for any purpose linked to any sale of and/or granting of security over the agreement we have with you. In such circumstances, such third parties may also use and/or disclose your Personal Data to any third party that they ask to assist them with the preparation for and/or completion of any such sale and/or granting of security; they may also, once such sale and/or granting of security is completed, use and/or disclose your Personal Data to third parties for any of the other purposes which we have outlined in this notice in the same way as if they had entered into the agreement with you instead of us.

We may also disclose your Personal Data to other Investec Group Companies and/or selected third parties and both we and/or they may use it to provide you with information about other products and services which we/they believe may be of interest to you.

Fraud prevention

If false or inaccurate information is provided and fraud is identified, details will be passed to Fraud Prevention Agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering (and may do so from other countries), for example when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Please contact us on 0330 123 9613 or at infocustomerservices@investec.co.uk if you would like to receive details of the relevant fraud prevention agencies. We can also be contacted by post at Investec Asset Finance plc, Reading International Business Park, Reading RG2 6AA.

Credit assessment

When you applied for finance, we asked you questions about your financial circumstances. When assessing your application we may have used a credit scoring or other automated decision-making system. We will also look at records that we hold about you, or that other Investec Group Companies hold about you. In addition we look at records held with Credit Reference Agencies (CRAs) and Fraud Prevention Agencies (FPAs). CRAs and FPAs can give us both public information (e.g. electoral register) and shared credit and fraud prevention information. When CRAs receive a search from us they will place a "footprint" on your credit file and this can be seen by other lenders accessing the CRA data. We will send information about applications to CRAs and FPAs and they will record this, even if your application does not proceed or is unsuccessful. If your application is successful we will share information with CRAs and FPAs about your account and how you are managing it. In order to manage your agreement we may periodically ask you for updated information, and we will also obtain periodic information from CRAs. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether you have settled the debt or defaulted on paying it. These records may affect your ability to obtain further credit.

If you wish to know which CRAs have been supplied with your details or obtain further information about how those details are used, or if you would like a copy of the information we hold about you (for which a small fee may be payable), you should write to the Data Protection Officer, Investec Bank plc, 2 Gresham Street, London, EC2V 7QP.

Joint application

If this is a joint application, or your application refers to a business or financial partner, this may have resulted in the CRAs associating you with the other party when you and/or they make any application for finance in the future. In addition, if you have made an application on behalf of yourself and any other person(s), by doing so you confirmed to us that you had their authority to disclose their personal information to us, and to give consent on their behalf to all of the uses of their Personal Data set out in this notice.

How to contact us

If you have any comments or questions about our Data Protection Statement please contact the Data Protection Officer at Investec Bank plc, 2 Gresham Street, London, EC2V 7QP.

Our Regulator

Investec Asset Finance plc is authorised and regulated by the Financial Conduct Authority for credit-related regulated activities (including hiring). Registered office at Reading International Business Park, Reading, RG2 6AA. Registered in England Number 2179313.

Ombudsman Scheme

If you have a complaint about this agreement with us or our service, please complain to us first by calling 0330 123 9613 or writing using the details shown above. We will acknowledge your complaint and write to you within 8 weeks either confirming our final position or explaining why we are unable to do so. If you are dissatisfied with how we deal with your complaint and you are not a business customer, you have the right to refer your complaint to the Financial Ombudsman Service by writing to Exchange Tower, London, E14 9SR, by calling 0800 023 4567 or by emailing complaint.info@financial-ombudsman.org. Businesses may have a right to complain to the Financial Ombudsman Service. The Ombudsman can tell you whether or not he can deal with your complaint. www.financial-ombudsman.org.uk

Signature(s) of Hirer(s) to confirm you have read and understood

Client signature(s)

Please ensure the same signatories sign above as have signed the Agreement



Standard Lease

Hire Agreement Regulated by the Consumer Credit Act 1974

Agreement Number:



Pre-Contract Information

Our details

Investec Asset Finance plc, Reading International Business Park, Reading, RG2 6AA, 0330 123 9613, iaf@investec.co.uk, www.investec.com/assetfinance

Your details

Hirer's full business name

Business address

Post code

Key Financial Information

Equipment description	Serial number

Rentals and Minimum Rental Period

Minimum Rental Period months (in words) One Initial Rental of £ + VAT = £ Inc VAT

Followed by (in words) Monthly Quarterly Rentals of £ + VAT = £ Inc VAT

The Minimum Rental Period commences on the Start Date. If we sign and accept this Agreement on or before the 17th day of the month, then the Start Date will be the 1st day of the month in which we sign and accept the Agreement. If we sign and accept this Agreement on or after the 18th day of the month, then the Start Date will be the 1st day of the following month. The Initial Rental together with a servicing fee of £156.00 (inclusive of VAT) is payable on the date upon which we sign and accept this Agreement. An annual service fee of £42.00 (inclusive of VAT) is payable on each anniversary of the Agreement. Subsequent Rentals will commence on the date falling one month or (if quarterly payments have been specified above) 3 months after the Start Date, and will continue on the same date in each subsequent month or quarter, as appropriate.

We may increase the amount of Rentals under clause 4.2 (or charge you an additional Rental under clause 4.2 if the hiring has ended) if there is a tax change. If you terminate this Agreement early under clause 3.4 you must pay us the amount set out in clause 3.3(a) by the date of termination. We may also charge you an administration fee of £50.00 plus VAT to cover our processing costs.

Maintenance

MAINTENANCE COLLECTION – Tick here to confirm that we may collect Maintenance Payments due to the Supplier, in which case the maintenance charge set out below will be payable to us on the same date and at the same frequency as the Rentals set out above (see clause 2.3).

Maintenance charge of £ + VAT = £ Inc VAT

A Servicing fee of £156.00 (inclusive of VAT) is payable with the Initial Rental.

The hiring will continue beyond the end of the Minimum Rental Period for a period of 10 years unless or until terminated under clauses 1.1, 3.1 or 3.2. A single Rental of £

plus VAT equals £ (inclusive of VAT) is payable on the day after expiry of the Minimum Rental Period.

Key information

This Agreement is not cancellable.

The following charges are payable by you if you breach this Agreement:

If you breach this Agreement and we have to enforce it, under clause 4.1 you must pay us all reasonable costs and expenses we incur (including, but not limited to, costs of letters, telephone calls, tracing fees, debt collection agency and legal costs) and £10.00 for each letter sent to you or telephone calls in respect of default. If you fail to return the Equipment when this Agreement ends, under clause 3.3(b) you must pay us all costs we incur (plus any VAT payable) in retaking possession of and repairing the Equipment. Under clause 4.1, if any payment is not made on time you will be charged interest at 5% over Finance House Base Rate on the overdue amount on a day to day basis from the due date until the date of payment after as well as before judgment. If we end your hiring under this Agreement in accordance with clauses 3.1 or 3.2, you will be liable to pay us immediately (together with any VAT payable thereon): (i) all arrears of Rentals and other amounts due and payable by you under this Agreement, and (ii) a sum equal to the aggregate of all Rentals which would have fallen due for payment during the remainder of the Minimum Rental Period discounted at 2% per annum. We may charge you the cost of us insuring the equipment including the full premium of the insurance if you fail to provide evidence of insurance and payment of premiums – clause 2.8. We will charge you £10.00 each time a cheque or direct debit is returned. You may also have to pay the following reasonable charges; an administration charge of £10.00 each time a payment is made other than by direct debit (clause 2.1); and any other charges that we deem reasonable to cover our administration costs incurred in changing the terms of this Agreement or providing any information or additional services at your request (clause 4.1). If you wish to upgrade the Equipment, we may charge you an administration fee of £50.00 plus VAT and you shall pay to us the applicable upgrade fee in accordance with clause 3.6 overleaf.

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 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.