



SHIRETM
LEASING

PART OF SHIRE BUSINESS GROUP

NON-REGULATED MINIMUM TERM HIRE AGREEMENT



Document Checklist

1. Please read the agreement carefully including the terms and conditions.
2. Once you have read the agreement and wish to proceed, please sign and complete the highlighted parts in the agreement as set out in the example below:-

EXAMPLE

Hirer's Signature			
* Signature(s) of Hirer	<u><i>Alex Sample</i></u>	* Date	<u>20/07/18</u>
* Full Name(s) of Signatory	<u>Alex Sample</u>	* Position	<u>Director</u>

You should be a director, company secretary, sole trader or otherwise approved authorised signatory to sign the agreement. If you are a partnership please ensure ALL partners sign and print names where required.

3. Please ensure the direct debit mandate details are completed and are correct before signing and dating the mandate.
4. Do not amend or make any changes to the agreement. Please contact the office on 01827 68939 if any of the information is incorrect.
5. Once the above sections have been completed, you are now ready to return the original signed Agreement to Shire Leasing Plc.

This Agreement is made between **Shire Leasing plc** of 1 Calico Business Park, Sandy Way, Tamworth, Staffs B77 4BF (co reg no 02476571) ("**Shire**") and the **Hirer** below.

Hirer's Details

Full Business Name (inc any Trading Name): VIAMED LIMITED

Address: 15 STATION ROAD, CROSS HILLS, KEIGHLEY

Post Code: BD20 7EH

Telephone No: 01535 634542

Company Reg No: 01291765

Vat No:

Charity Reg No:

Email*: Helen.lamb@viamed.co.uk

Equipment Location: 15 Station Road, Cross Hills, Keighley, BD20 7DT
(if different from the above address)

*I/We agree that you can send documentation /notices to the above email address in a PDF format

Equipment Details

Description of the Equipment: Wildix telephone system New
(including software)

Rental Payments and Financial Information

Minimum Period
(month in words): Sixty Three You will pay the remaining Rentals on a Quarterly basis

A First Rental of £1299.00 + VAT = £1558.80 inc vat due on the commencement date

Followed by Twenty Rental Payments of £1299.00 + VAT = £1558.80 inc vat

A maintenance payment of £0.00 (plus VAT) ("**Maintenance Payment**") is payable to the Supplier on the same date and at the same frequency as each Rental payable under this Agreement. If a Maintenance Payment is shown above, please refer to clause 3 of this Agreement. The Maintenance Payments may change in accordance with the provisions of your Maintenance Agreement with the Supplier. Please refer to clause 3.1 of this Agreement for further details.

The First Rental together with a Documentation Fee of £145.00 plus VAT are due on the Date of this Agreement. On each anniversary of this Agreement you must pay to us an Annual Service Fee of £35.00 plus VAT.

Supplier Information

Full Business Name: Firstcom Europe Limited

Address: 2 Thomas Holden Street, BOLTON, BL1 2QG

Hirer's Declaration

By signing this Agreement we confirm that:

- This Agreement is not cancellable.
- The Terms and Conditions have been read and understood by us, including clause 5 of this Agreement.
- The Agreement has been fully completed with the information shown being accurate.
- You are providing finance to us in respect of the Equipment.
- There is no partnership or agency relationship between the Supplier and you and the Supplier is not authorised to make any statement on your behalf.
- Other than shown in this Agreement, we have not made any payments to any party in relation to arranging or accepting this Agreement.

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.

* Delete as appropriate

Hirer's Signature

* Signature(s) of Hirer

Helen Lamb

Hirer signature

* Date

Oct 4, 2023

* Full Name(s) of
Signatory

Helen Lamb

* Position

Director

ACCEPTANCE BY SHIRE LEASING PLC

Olivia Mather

Shire signature

Date of this
Agreement

Oct 9, 2023

Olivia Mather (Oct 9, 2023 10:08 GMT+1)

Signed on behalf of Shire Leasing Plc

CHECKLIST FOR CUSTOMERS

We recommend that customers taking out business finance agreements follow these steps:

1. Read your business finance agreement carefully before signing it. Never sign a business finance agreement which is not fully complete. Retain copies of all documentation.
2. Ensure that the final contract:
 - a) corresponds with any verbal or written quotation on the rental amount and period of hire;
 - b) accurately reflects what you are agreeing to pay for, including any maintenance or services included in the repayments;
 - c) accurately describes the equipment you are expecting to receive (e.g. whether it is new or used) and that its working life is appropriate to the length of the finance agreement.
3. Make it clear who has the authority within your own organisation to sign the agreement.
4. Make sure you understand and agree with all terms and conditions of the business finance agreement and, if you are unsure, ask for these to be explained or seek advice.
5. Make sure you understand all the costs involved and whether these will change during the course of the business finance agreement.
6. Check that the supplier of the equipment is reputable.
7. Understand whether there are any notice period or settlement terms required to terminate the agreement.
8. If there is a maintenance or service contract which is separate to the finance agreement, check that the length, start date, notice period and settlement terms of the two agreements is the same, and if not, that you are happy with this.
9. If the name of the leasing company contracting with you is not shown on the agreement ensure that you are informed at the earliest possible time.
10. Check whether the funder is a member of the FLA, as all asset finance members adhere to the FLA Business Finance Code.
11. If any amendments are made to the business finance agreement or a further agreement is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
12. If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.

Shire Leasing Plc is a member of the Finance and Leasing Association



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



Please fill in the whole form and send it to:

Service use number

Reference number

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Name and full postal address of your Bank or Building Society branch

* Barclays Bank PLC, 49 High Street, Skipton, West Yorkshire, BD23 1DH

Name(s) of account holder(s)

* VIAMED LIMITED

Bank or Building Society account number

* 00906662

Branch sort code

* 207842

Instruction to your Bank or Building Society

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

Signature(s) *

Helen Lamb
Helen Lamb (Oct 4, 2023 15:28 GMT+1)

Date * Oct 4, 2023

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 accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit the Originator will notify you fourteen working days in advance of your account being debited or as otherwise agreed. If you request the Originator 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 the Originator 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 the Originator 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.

CONFIRMATION OF DELIVERY

To: Shire Leasing Plc, 1 Calico Business Park, Sandy Way, Tamworth, B77 4BF
From: VIAMED LIMITED
Agreement No: 527189

For the supply of the following equipment located at 15 Station Road, Cross Hills, Keighley, BD20 7DT

Equipment : Wildix telephone system

The full specification of which is described and set out in the minimum term hire agreement signed by us ("Agreement").

We refer to the Agreement. Words defined in this Confirmation of Delivery have the meaning given to them in the Agreement, unless otherwise defined herein. We hereby confirm and certify to you that:

1.

We have taken full delivery of the Equipment.
2.

We irrevocably acknowledge that the Equipment which we have received is the Equipment referred to in the Agreement.
3.

We duly inspected and tested the Equipment to ensure that it is fully able to operate and we are satisfied that the Equipment is complete and in all respects suitable and acceptable and in good and satisfactory working order and condition, of satisfactory quality and fit for our intended purposes.
4.

We acknowledge that we chose the Supplier of the Equipment and all services which are or may be provided from time to time in respect of the Equipment and that you had no involvement with any such choice of services, and are not responsible for the provision of any services in relation to the Equipment.
5.

Full and proper information and instruction manuals relating to the use, operation (and maintenance where appropriate) of the Equipment have been received by us.
6.

We have irrevocably accepted the Equipment and acknowledge that there is no trial period in relation to the Equipment or any other right for us to cancel the hiring of the Equipment or terminate the Agreement other than in accordance with the terms of the Agreement.
7.

The Equipment is new, unless otherwise stated in the Agreement.
8.

You are authorised on our behalf to pay to the Supplier of the Equipment the purchase price of the Equipment.
9.

This Confirmation of Delivery (and any non-contractual obligations arising out of or in connection with it) shall be governed by and shall be construed in accordance with English law.

* Signature(s) of Hirer

Helen Lamb

Helen Lamb (Oct 4, 2023 15:28 GMT+1)

Hirer signature

* Date

Oct 4, 2023

* Print Full Name

(BLOCK CAPITALS)

Helen Lamb

* Position

Director

TERMS AND CONDITIONS OF THE AGREEMENT

1. This Agreement and the Minimum Period

1.1 These Terms and Conditions and the terms and conditions overleaf make up the Agreement between us and you (the **"Agreement"**). We agree to hire and you agree to take on hire the equipment (set out overleaf and/or described in any equipment continuation sheet for this Agreement that is signed by the parties) (**"Equipment"**) in accordance with the terms of this Agreement. The Equipment shall include all replacements, replacement parts, items fitted to the Equipment, logbooks, handbooks, manuals and service records.

1.2 The hiring of the Equipment will start on the Date of this Agreement and, unless terminated earlier in accordance with the terms of this Agreement, will continue for the Minimum Period and will automatically continue thereafter until either party terminates the hiring of the Equipment in accordance with clause 1.3 below. On expiry or termination of the hiring of the Equipment for any reason, you shall return the Equipment to us in accordance with clause 7.14. Provided that you are not in default in the payment of any sum payable under or otherwise in breach of any provisions of this Agreement, you shall be entitled to enjoy quiet possession of the Equipment.

1.3 Either party may terminate the hiring of the Equipment under this Agreement at the end of the Minimum Period or at any time thereafter subject to providing the other party with at least 1 month's prior written notice of such termination

2. Rental Payments

2.1 You shall pay all Rentals and other sums due under this Agreement at the rate and frequency stated in the Rental Payments and Financial Information section or as otherwise stated in these Terms and Conditions. On expiry of the Minimum Period, Rentals shall continue to be payable by you to us at the rate and frequency specified overleaf and shall be treated as Rentals.

2.2 Subject to clause 3.1(v), you shall make all payments due under this Agreement without making any set-off, deduction, withholding, retention, counterclaim or adjustment for any reason. It is an essential condition of this Agreement that we receive all payments on their due dates without previous demand. There shall not be any rebate or deferral of any payment during any period in which the Equipment is not working, is not in your possession, is unserviceable or is unavailable for use for any reason. The payment of sums due under this Agreement shall not be affected in any way by the loss, damage, theft, Total Loss of or any defect in the Equipment.

2.3 If we are required by law to make any deduction in respect of any payment due under this Agreement, you shall increase the payment due by an amount which, after making the deduction, leaves us in the position we would have been in had the deduction not been required.

2.4 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% per annum from its due date to the date of payment such interest to accrue daily after as well as before any judgment.

2.5 We have calculated the Rentals and the amounts payable under clauses 6.2 and 9.1 assuming that:

- (i) the rate of corporation tax in the United Kingdom for companies shall remain at the rate applicable as at the Date of this Agreement throughout the Minimum Period;
- (ii) the law and practice in the United Kingdom relating to taxation of companies and groups of companies, as it affects the transaction recorded in this Agreement, remains throughout the Minimum Period the same as at the Date of this Agreement; and
- (iii) subject to section 220 of the Capital Allowances Act 2001, we shall qualify for writing down allowances at the rate applicable as at the Date of this Agreement on the whole of our expenditure incurred in the provision of the Equipment in the accounting period in which our expenditure is incurred and at the same rate on our qualifying expenditure in each of our subsequent accounting periods.

2.6 If at any time any of the assumptions set out in clause 2.5 shall not be realised and as a result the aggregate of the Rentals paid and to be paid during the Minimum Period would (disregarding clause 2.5) result in our net rate of return being different from that which we would have received had the assumptions been realised then we may by notice to you adjust the Rentals or require a further payment where the Minimum Period has ended and when appropriate calculate or recalculate (if previously notified to you) the sums payable under clauses 6.2 and 9.1 by the amount we determine to be necessary to maintain our net rate of return as if the assumptions had been realised in full.

2.7 We will notify you of any variation or increase to the Rental or any Maintenance Payment which will then be payable by you. For the purposes of clauses 2.6 and 2.7:

- (i) our net rate of return means the net rate of return on our investment in the acquisition, leasing and disposal of the Equipment being determined on the basis that the assumptions set out in clause 2.5 are realised, the aggregate of the Rentals payable during the Minimum Period are paid when due and that we do not record a pre-tax loss on the transaction recorded by this Agreement;
- (ii) references to Rentals shall be deemed to be references to the rentals set out in the Rental Payments and Financial Information section or such rentals that may have already been adjusted under the terms of this Agreement; and
- (iii) references to 'us', 'we' or 'our' should be deemed to be references to the actual owner of the Equipment.

2.8 You shall pay to us VAT on all Rentals and any other sums due under this Agreement which will attract the same at the prevailing rate when such Rentals and sums are due for payment.

2.9 If you begin paying by direct debit but subsequently change from this payment method we may charge you an additional fee of £25 each time a payment is made other than by direct debit to cover our increases in administration costs.

3. Maintenance

3.1 We do not provide maintenance for the Equipment. If it is indicated in the Rental Payments and Financial Information section that you wish us to collect the Maintenance Payments under your maintenance agreement with the Supplier (**"Maintenance Agreement"**), to maintain the Equipment in accordance with clause 7.4, then the following terms apply:

- (i) the Supplier is responsible for providing the maintenance services under the Maintenance Agreement. You must observe and perform all the terms and conditions of the Maintenance Agreement;
- (ii) the Maintenance Payments will be included in the Rentals. We will collect the Maintenance Payments due from you under the Maintenance Agreement and we shall remit such amounts on your behalf to the Supplier to the extent received by us;
- (iii) if you do not pay to us all of the Rentals due under this Agreement the Supplier will not be paid and may then be entitled to withhold maintenance services. This will not affect your obligations under this Agreement and we will apply any monies received from you first in satisfaction of your obligations to us under this Agreement;
- (iv) any increase in the Maintenance Payments will increase the Rentals; and
- (v) we are not responsible for the provision or quality of maintenance provided under the Maintenance Agreement or the provision of any other services. If you are dissatisfied with the maintenance or services provided in any month, this is a matter which you must take up with the Supplier and your sole remedy shall be to withhold from the Rental due for that month an amount equal to the Maintenance Payments. In no event shall any failure by the Supplier entitle to you to terminate this Agreement or withhold from the Rentals more than an amount equal to the Maintenance Payment.

3.2 If the Supplier is in material or persistent breach of its obligations under the Maintenance Agreement, you may, subject to our prior written approval, appoint an alternative maintenance provider to provide any required maintenance in respect of the Equipment, in which case you can either make payment directly to the new maintenance provider or, ask us to make payment for that maintenance directly to the new maintenance provider.

4. Supplier

4.1 The Supplier is the supplier of the Equipment and we are providing finance to you in respect of the Equipment. You acknowledge and agree that no partnership or agency relationship exists between the Supplier and us and that the Supplier is not authorised to make any statement on our behalf, or vary the terms of this Agreement. You represent and warrant that you have obtained from the Supplier all representations, warranties and guarantees you require in relation to the Equipment (save as to title) including but not limited to its quality, fitness for purpose and description.

4.2 If, at any time, the Equipment is replaced or substituted by the Supplier or any other person, for any reason, any replacement equipment shall become our property and shall be deemed to be the Equipment for the purposes of this Agreement. You shall do anything necessary to ensure that any replacement equipment becomes our property.

5. Exclusions of Liabilities

5.1 You are responsible for obtaining any guarantees, conditions and warranties in respect of the Equipment or any software. However, if we have the benefit of the same and they may be assigned to you, we shall, at your request and expense, try to assign to you the benefit of such guarantees, conditions and warranties given by the manufacturer or Supplier.

5.2 Where the Equipment includes software, you must 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. It is not a condition of this Agreement that software maintenance and support is provided and, therefore, Rentals will continue to be payable even if the Supplier fails to provide such maintenance and support.

5.3 We accept liability for death or physical injury to persons caused by our negligence or the negligence of our servants or other persons for whose negligence we are liable in law.

5.4 You are responsible for choosing the Equipment and making sure that it is fit and suitable for your purposes. We are not a dealer or expert in the Equipment and give no advice or assurances about the Equipment or its quality, suitability or description. The Equipment is acquired by us at your request solely for the purpose of hiring the Equipment to you.

5.5 The Equipment is not hired or supplied to you with any representation, warranty, condition or undertaking (whether express or implied) concerning the condition, description, suitability, performance, quality, state, use or fitness for purpose of the Equipment or subject to any term, representation, warranty, condition or undertaking expressed to be implied by statute, common law or otherwise, and all such terms, representations, warranties, conditions and undertakings are excluded to the full extent permitted by law.

5.6 We shall not be liable for any claim arising out of the state of or condition or quality of the Equipment or any consequential damages including loss of earnings or profits suffered by you if the Equipment becomes unusable.

6. Risk and Insurance

6.1 All risks in respect of the Equipment shall at all times rest with you until the Equipment is returned to or recovered by us and until such time you shall keep the Equipment insured on an all risks basis under a fully comprehensive policy with no unusual excess and restrictions for its full replacement value. You shall also insure the Equipment against third party liability under a fully comprehensive policy with an insurer regulated by the Financial Conduct Authority. You shall arrange to note our interest on any policy of insurance as the owner of the Equipment and payee of any insurance proceeds. All monies payable under such policy shall be payable to us or to our order and any insurance monies received by you shall be held by you on trust for us and you shall if required assign to us all of your rights, benefits and claims under any relevant insurance policy.

6.2 If, in our opinion or the insurer, there is a total loss, constructive loss or arranged total loss of the Equipment (each a **"Total Loss"**) you will on demand pay us an amount which, when added to the net proceeds recovered from the insurance, equals the sum specified in clause 9.1 as if we had been entitled to terminate and had terminated the hiring of the Equipment under clause 8.1 on the date giving rise to the Total Loss.

6.3 If we ask you to show us evidence of the insurance policies together with payment of the premiums and you do not do so by the date specified we may, if we choose, take steps to protect our interests, including arranging insurance for our own benefit. If we incur costs doing this, we will make a monthly charge and we will notify you of the amount of this charge at the time and you shall pay us such charge together with the Rentals. You must notify us as soon as possible of any damage to or loss of the Equipment and if applicable provide our insurer with a true, complete and accurate statement of loss and any other information that our insurer reasonably requires in support of our claim. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.

6.4 Immediately upon the occurrence giving rise to the Total Loss, the hiring of the Equipment shall terminate but without prejudice to this Agreement which shall continue in full force and effect and to any claims or liabilities then outstanding or arising in the future in connection with this Agreement.

6.5 If loss or damage occurs that does not amount to a Total Loss, you shall apply any insurance monies paid in respect of the loss or damage in making good the loss or damage.

7. Your Other Obligations

7.1 You shall be responsible for arranging in conjunction with the Supplier the delivery, installation and commissioning of the Equipment.

7.2 You shall inspect the Equipment upon delivery. Unless you notify us in writing within 7 days of delivery of the Equipment of any defect in or issue with the Equipment, it shall be conclusively presumed that the Equipment is complete and in good order and condition and fit for the purpose for which it is required and in every way satisfactory to you. Where the Equipment is satisfactory to you, you shall sign a Confirmation of Delivery in respect of the Equipment if required by us.

7.3 You shall use the Equipment in a skilful and proper manner and in accordance with any operating instructions issued for it and any statutory requirements and ensure that the Equipment is operated and used by properly skilled and trained personnel.

7.4 You shall keep the Equipment at your own expense and at all times in good repair, condition and working order, properly serviced and maintained and keep records of the same. You shall be responsible for any loss or damage caused by or to the Equipment apart from that caused by fair wear and tear.

7.5 You agree that it is not our responsibility to make any alterations to the Equipment (or bear the cost of any such alterations) which may become necessary or compulsory as a result of any change in coinage or the introduction of a European currency. Accordingly, you will at your expense, procure that any necessary alterations are carried out.

7.6 You will allow us or our duly authorised agents or representatives, upon reasonable notice, access to inspect the Equipment and any records relating to the Equipment.

7.7 You shall not alter, improve or add anything to the Equipment without our written consent. If you do improve or add anything to the Equipment, then unless the Equipment can be reinstated to its original condition with no detrimental effect on its value, such improvements and/or additions will automatically become our property at no cost to us.

7.8 If so required, you shall allow us to indicate on the Equipment our ownership thereof by whatever means we deem appropriate.

7.9 You will not fix or attach the Equipment to any land or buildings so that it becomes part of such land or building. It is acknowledged by you that should the Equipment become in any way fixed or attached to land or a building then title to the Equipment shall still remain vested in us. Where required by us, you shall obtain a waiver in a form approved by us from any landlord or mortgagee of the premises where the Equipment is from time to time or any holder of security from you acknowledging our interest in the Equipment and agreeing to allow us to access the Equipment for

- the purposes of inspection and to sever or remove the Equipment from the premises and not to repossess, seize or exercise any form of distress or execution (or in Scotland, any form of diligence) against the Equipment (whether or not any part of the Equipment shall be affixed to the premises or relevant land).
- 7.10 You will keep the Equipment in your sole possession and control at the location specified on the first page of this Agreement and shall not move the Equipment elsewhere without obtaining our prior written consent.
- 7.11 You shall not sell, offer for sale, assign, mortgage, pledge, charge or sub-let the Equipment or any interest in it nor without our consent remove or permit the removal of the Equipment from the United Kingdom.
- 7.12 You shall keep the Equipment free of all liens and shall protect the Equipment against repossession, distress, execution or seizure (or in Scotland, any form of diligence). You shall pay all taxes and impositions in respect of the Equipment, its hiring hereunder and its location, excepting only any taxes on or assessed by reference to our profits and any VAT which we are able to reclaim from HM Revenue and Customs.
- 7.13 You shall not do or permit or cause to be done any matter or thing whereby our rights in respect of the Equipment are or may be prejudiced.
- 7.14 You shall return the Equipment to us at your own expense on the expiry or termination of this Agreement. The Equipment shall be in good repair and working order and in a condition consistent with the performance of your obligations hereunder (fair wear and tear excepted) and returned to such place in the United Kingdom as we shall require. If you fail to return the Equipment to us within 7 days of the expiry or termination of this Agreement, you shall grant us or our agent's access to any premises where the Equipment may be for the purpose of removing the Equipment, and you shall reimburse us any costs we incur in doing so. You shall pay to us a sum equivalent to the Rental (specified in the Rental Payments and Financial Information section) pro rata for each day from the date of expiry or termination of this Agreement until the Equipment is returned to or otherwise repossessed by us.
- 7.15 If the Equipment is returned to us other than in the condition required under clause 7.14 we may elect to put the Equipment in the required condition and you shall reimburse us on demand for any costs and expenses incurred by us as a result of doing so.
- 7.16 At your own cost, you shall maintain in full force and effect all permissions, certificates, licences, registrations, permits and authorisations required by any statutory authority in connection with the Equipment and/or premises where the Equipment is kept and if the Equipment comprises of any vehicles, ensure that each vehicle is validly licensed, has a current Department of Transport Test Certificate and complies with other requirements as to inspection, testing, plating, insurance and otherwise as for the time being required by law.
- 7.17 You shall indemnify us and keep us indemnified on demand against all losses, charges, damages, legal expenses (on a full indemnity basis), proceedings, judgements and liabilities directly or indirectly incurred by us:
- (i) by reason of any failure or alleged failure by you to comply with any of your obligations under this Agreement;
 - (ii) by reason of any loss, injury or damage suffered by any person in connection with the design, manufacture, testing, delivery, possession, hiring, transportation, maintenance, ownership, condition, insurance, use, operation, removal, return, sale or disposal of the Equipment or any defect of the Equipment;
 - (iii) in respect of all loss or damage to the Equipment (insofar as we shall not be reimbursed for the same out of any proceeds of insurance in respect of the Equipment) occurring at any time before the Equipment is redelivered to or recovered by us regardless of the cause of the loss or damage; and
 - (iv) in respect of the affixation or removal of the Equipment to or from the land or buildings where they are located.
- 7.18 You may terminate the hiring of the Equipment at any time by giving us 1 month's prior written notice if by the end of such notice period you pay us all amounts set out in clause 8.1 as if we had ended the hiring and you return the Equipment to us in accordance with clause 7.14
- 8. Termination**
- 8.1 Without prejudice to our rights to arrears of Rentals or other sums due or for damages, we may, after giving any notice required by law, terminate the hiring under this Agreement on the occurrence of any of the following events:
- (i) if you fail to pay any Rentals or other sums payable hereunder within 3 days of it becoming due;
 - (ii) if you commit or cause or permit a breach of any other term or condition of this Agreement and fail to remedy the same within 7 days of the sending of a notice by us to you requiring the breach to be remedied;
 - (iii) if any of your creditors becomes entitled to present a bankruptcy petition against you;
 - (iv) if you are unable to pay your debts as they fall due or you convene a meeting of all or any of your creditors or you make a deed of assignment or arrangement or otherwise compound with your creditors;
 - (v) if you enter into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved in writing by us;
 - (vi) if any step is taken to levy distress or execution or any distress or execution is levied or threatened to be levied against assets under your control;
 - (vii) if any steps are taken to appoint an administrator or administrative receiver over you or to appoint a receiver over any of your assets;
 - (viii) if you become notour, bankrupt or suffer sequestration to be awarded of your estate or effects or if a receiver or judicial factor or trustee is appointed for any portion of your estate or effects, or if you suffer any arrestment, charge poinding or other diligence to be issued or levied upon you or your estate or effects or if there is exercise or threatened exercise of any landlords hypothec;
 - (ix) if you, being a partnership, are dissolved or proceedings for your dissolution are commenced;
 - (x) if you suffer, in our opinion, a material adverse change in your business or financial position from that existing at the Date of this Agreement;

- (xi) if you fail to pay any sum due under or breach the terms of any other agreement in force between you and us or any member of our group or any loan, lease, debt or security agreement in force between you and any other party;
- (xii) if there is any change in your control, ownership or shareholding or any holding company of you from that existing at the Date of this Agreement;
- (xiii) if you have given us information which is inaccurate or untrue in connection with this Agreement or any other agreement between you and us;
- (xiv) if you are subject to an event analogous to any event set out in clauses 8.1(iii) to 8.1(x) in any other jurisdiction; or
- (xv) if any event set out in clauses 8.1(iii) to 8.1(ix) or clause 8.1(xiv) occurs in relation to any guarantor of your obligations under this Agreement.

9. Consequences of Termination

- 9.1 Immediately upon termination of the hiring of the Equipment, you shall pay to us:
- (i) all arrears of Rentals and other sums due and unpaid at the date of termination together with interest thereon payable under clause 2.4 above;
 - (ii) a sum equal to all the Rentals (excluding any amount referable to future Maintenance Payments) that would have been payable (in the absence of termination) during the remainder of the Minimum Period (less a discount for early payment on each such Rental at the rate of 2% per annum from the date of termination to the date the Rental would have been due);
 - (iii) all costs, expenses and losses incurred by us in liquidating, or redeploying, the proceeds of any funding or other financial arrangement we have entered into for the purposes of funding our investment in the Equipment;
 - (iv) damages for any breach of this Agreement and all expenses and costs incurred by us in retaking possession of and selling or attempting to sell the Equipment and enforcing our rights under this Agreement, and in restoring the Equipment to the condition required by this Agreement, less any net proceeds of sale of the Equipment (excluding VAT and after deducting any costs and expenses incurred by us in connection with the repossession, insurance, storage and sale of the Equipment) if the Equipment is repossessed and sold by us, or the market value of the Equipment (excluding VAT) as conclusively determined by us, if the Equipment is recovered but not sold.

10. Miscellaneous

- 10.1 Without imposing any obligation upon us to do so we may upon or at any time after termination of this Agreement retake possession of the Equipment and for such purpose enter upon any premises belonging to you or in your occupation or control.
- 10.2 Any forbearance or indulgence granted by us to you shall not constitute a waiver of any right or remedy which we would otherwise have had against you.
- 10.3 Notwithstanding the termination of this Agreement our rights in relation to the Equipment and any payments due thereunder shall continue to be regulated by this Agreement.
- 10.4 You may not assign, mortgage, charge, transfer or sublet this Agreement. We reserve the right to assign, transfer or to charge all or any of our rights under this Agreement to any person at any time in our absolute discretion.
- 10.5 Any document or notice we give you under or in connection with this Agreement will be validly given if sent either by first class post to your usual or last known place of business, or by email to the email address specified in this Agreement or such other email address as you may notify to us from time to time. Such document or notice shall be deemed to have been received by you forty-eight hours after posting if sent by post or, if sent by email, on the working day following the day on which the email was sent.
- 10.6 This Agreement may be signed by you and by us by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.
- 10.7 This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed with the laws of England and you hereby submit to the exclusive jurisdiction of the English courts to settle any disputes (including any non-contractual disputes) arising out of or in connection with it.
- 10.8 This Agreement contains all the terms agreed between us and can only be varied by a document agreed and signed by both of us.
- 10.9 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement. Nothing in this clause 10.9 shall restrict the rights of any assignee of our rights under this Agreement or our successor.
- 10.10 If your business consists of more than one person you will each be liable jointly and severally for the full extent of your commitments made under this Agreement.
- 10.11 We may charge you for other reasonable fees and charges which we may incur in connection with the administration of this Agreement from time to time including an administration charge if you request we novate the Agreement and we agree to this request.
- 10.12 To help us improve our service, to assist us in training, to evidence communications between us and in the interests of security, we may monitor and/or record your telephone calls with us.
- 10.13 If the date for payment of any sum under this Agreement is not a day when banks in London are open for normal business (a "**Business Day**") the payment will be taken on the next Business Day. If there is no corresponding date in the month, the payment will be taken on the last Business Day before that date.
- 10.14 References to any statute, statutory instrument, regulation or order shall be deemed to be a reference to that statute, statutory instrument, regulation or order as amended, varied or replaced from time to time.
- 10.15 For the purposes of these Terms and Conditions references to 'us', 'we' or 'our' should be deemed to be references to Shire and references to 'you' and 'your' should be deemed to be references to the Hirer.
- 10.16 If any term or provision of this Agreement shall to any extent be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms or provisions (and any other application of the said terms and provisions) shall not in any way be affected or impaired as a result.

Use of Your Information

Shire Leasing Plc (“we”, “us”, “our”) is committed to processing your personal data in accordance with EU data protection laws. In order to process your application, we and our funders to whom we may assign our agreements will perform credit and identity checks on you with one or more credit reference agencies (“CRAs”). We may also make periodic searches at CRAs to manage your account with us. To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at

www.experian.co.uk/crain/index.html CRAIN is also accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document:

Callcredit	www.callcredit.co.uk/crain;
Equifax	www.equifax.co.uk/crain.html;
Experian	www.experian.co.uk/crain/index.html.

You can find further information about how we collect, use and disclose personal information about you in our Fair Processing Notice which can be found at www.shireleasing.co.uk/fair-processing-notice/ and our full Privacy Policy on our website at www.shireleasing.co.uk/privacy-policy/. The Privacy Policy also provides full details of your rights and how you can exercise them, including our retention periods and how we may use automated decision making processes, however these will only be used to make decisions to provide finance and no application will be rejected on the basis of an automated decision.

We may pass information to third party finance providers or funders to consider and manage any credit provided. Any agreement may be assigned to these funders. For a list of our funders to whom agreements may be assigned or who provide funding to us is available on our website at www.shireleasing.co.uk/third-party-funders where you can find details of how to access their Privacy Policy. Alternatively hard copies of our funders contact details can be provided upon request.

You may contact our data protection officer at 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF if you have any queries about your data or wish to exercise any rights.

Complaints Procedure

Shire Leasing is committed to providing the highest quality service and ensuring customer satisfaction. However should you feel that we have done something wrong, we welcome the opportunity to learn from this and have in place a Complaints Procedure to help facilitate a resolution of your issues.

Should you wish to complain please write to the Customer Services team at 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF giving us full details of the problems concerned, together with our agreement number and contact details for yourself. We will attempt to resolve the complaint within 3 business days from receipt of the complaint, but if we cannot we will acknowledge your complaint within 5 working days and hopefully resolve the complaint within 4 weeks.

If you then feel dissatisfied with the result you receive, you can contact us to ask for the complaint to be reviewed by another Complaints Officer, generally at a more senior level. We will then carry out a further investigation and will seek to ensure you receive our response within 8 weeks from the date of the original complaint.

Financial Ombudsman Service

If you still remain unhappy with the solution even after the second review, and you are eligible then you can refer your complaint to the Financial Ombudsman Service who provide an impartial and free service to help you. Their contact details are as shown below.

By post:	Financial Ombudsman Service, Exchange Tower, London E14 9SR
By phone:	0800 023 4567
By e-mail:	complaint.info@financial-ombudsman.org.uk
Website:	www.financial-ombudsman.org.uk



SHIRE™
LEASING
PART OF SHIRE BUSINESS GROUP

SHIRE LEASING PLC

TEL: 01827 68939

Signature: *Olivia Mather*
Olivia Mather (Oct 9, 2023 10:08 GMT+1)

Email: opsdocuments@shireleasing.co.uk

Title: Operations Department












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Final Audit Report

2023-10-09

Created:	2023-09-27
By:	Olivia Mather (opsdocuments@shireleasing.co.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOKmqK1C-HAwnqAXfogfSjbou88FT4ZNR

"527189 - docs" History

-  Document created by Shire Operations (opsdocuments@shireleasing.co.uk)
2023-09-27 - 9:47:56 AM GMT- IP address: 217.33.30.156
-  Document emailed to helen.lamb@viamed.co.uk for signature
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-  Signer helen.lamb@viamed.co.uk entered name at signing as Helen Lamb
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-  Document emailed to Shire Operations (opsdocuments@shireleasing.co.uk) for signature
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-  Email viewed by Shire Operations (opsdocuments@shireleasing.co.uk)
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-  Signer Shire Operations (opsdocuments@shireleasing.co.uk) entered name at signing as Olivia Mather
2023-10-09 - 9:08:54 AM GMT- IP address: 217.33.30.156
-  Document e-signed by Olivia Mather (opsdocuments@shireleasing.co.uk)
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✔ Agreement completed.

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