

HIRE AGREEMENT NON-REGULATED BUSINESS ONLY

CATHEDRAL HYGIENE (A DIVISION OF CATHEDRAL LEASING LIMITED) (THE OWNER) 300 Relay Point, Relay Drive, Tamworth, Staffordshire B77 5PA Tel. 01827 263 910 Fax 01827 263 911 email: admin@cathedralhygiene.co.uk

YOUR DETAILS (THE HIRER)

Your full business name (Block Capitals)

VIAMED LIMITED

Your Trading Name/Style

Company number01291765

Invoice address

15 STATION ROAD  
CROSSHILLS  
NR KEIGHLEY

Post Code BD20 7DTTel. 01535 634542Tel.

Contact Name HELEN

Email Address helen.lamb@viamed.co.uk

EQUIPMENT DETAILS		
Qty	Full description of Equipment	Service Intervals
4	Airoma Air Freshener's	8 Weekly
2	Sanitary Units (mini)	4 Weekly

FINANCIAL DETAILS

Minimum Period (Months in words)Start Date

Sixty

Initial Rental ofper weekor part thereof which is equal to

£excl. VAT£incl. VAT

Number of Periodic Rentals (in words)Commencing

Twenty04/06/2024

Periodic Rentals ofwhich is equal to

£ 235.43excl. VAT£ 282.52incl. VAT

Payment FrequencyQuarterly

The hiring commences on the Start Date shown or if none is shown then on delivery of the Equipment and shall continue for the Minimum Period shown in the Financial Details section above. If an amount is inserted for an Initial Rental in the space provided above the amount specified is payable for any week or part thereof of the hiring from the date we install any new Equipment (identified by an asterisk where described in the Equipment Details section) and the date for payment of the first Periodic Rental. The first Periodic Rental is payable on the date shown above or if no date is shown upon delivery of the Equipment and Periodic Rentals are payable thereafter on the same day of the month in question at the Payment Frequency stated until this Agreement terminates. Rentals will continue to be due in the same amount and frequency after the Minimum Period until this Agreement ends. If you do not give the required notice ,unless we give notice to terminate, this Agreement will automatically continue for further hire periods equivalent in duration to the Minimum Period (each an "Extension Period"). ") We may terminate the hire at the end of the Minimum Period or thereafter at any time upon giving you one month's prior notice . If you wish to terminate the hire on or after the last day of the Minimum Period or any Extension Period you must give us not less than three months' notice of termination which will be effective in accordance with Clause 1.2 overleaf. The Rentals stated may be varied should you change your method of payment as explained in Clause 2.3 overleaf or should there be an increase in the Retail Price Index as explained in clause 2.4 overleaf . Supplementary Charges and other charges may be payable by you in the circumstances specified in Clauses 3.1, 3.2 and 3.3.

Charges

The following charges are payable by you if you breach certain terms and conditions of this Agreement:

- interest on any overdue payment or other sum due at 2% per month from the due date (see Clause 2.2)
- continuing hire payments if you fail to make the goods available to us when this Agreement terminates (see Clause 10.1.2(ii))
- all costs and expenses (including enquiry agents, debt collection agents and legal costs) incurred by us in enforcing this Agreement (see Clause 8.5.3).

You may also have to pay, at our then current rates, the following charges:-

- an annual charge for registering or renewing registration of your site for production of hazardous waste
- a charge for issuing a Hazardous Waste Consignment Note
- a charge for carrying out any other service relating to collection or disposal of waste

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 into 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 doubt as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 I/we\* should seek independent legal advice.

\* Delete as appropriate

YOUR SIGNATURE

This is a Hire Agreement.  
Sign it only if you want to be legally bound by its terms.

Signature(s) of Hirer(s)

Helen Lamb  
Helen Lamb (Mar 15, 2024 13:39 GMT)

Signature(s) of Hirer(s)

Date of Signatures(s)

15/03/2024

Date of Signatures(s)

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

SIGNATORY NAME(S) – Please Print in Capital Letters

Full Name

Helen Lamb

Full Name

Title/Position

Director

Title/Position

You should be a Director, Company Secretary, Partner, Proprietor or otherwise authorised signatory.

This Agreement is made between the Owner (which expression shall include our successors or assigns) of the one part and you the Hirer described above of the other part whereby we agree to let and you agree to hire the Equipment specified above (hereinafter referred to as the Equipment and which expression shall include all accessories and also any additions or replacements made to the Equipment after delivery to you) upon the Terms and Conditions set out here and overleaf which together constitute this Agreement. You hereby warrant that the particulars set out above are true and correct and were fully completed when you signed the Agreement AND that the said Terms and Conditions have been read and understood by you. You further warrant that the Equipment will be used in a trade which is subjected to tax in the United Kingdom. You acknowledge that we the Owner are under no obligation to you until this Agreement has been signed by us and pending such signature you undertake to notify us of any changes in any of the said particulars. This Agreement may be signed by you and us by the way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.

#### 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 'use of your information' notice overleaf before you sign. By signing this Agreement you are acknowledging our use and disclosure of your information. ☐

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 NOT wish to receive such information from us ☒

You may find it useful for us to contact you with information about similar goods and services by email or other electronic means. Please tick the following box if you DO wish to receive information in this way ☐

Further information on who the Cathedral Leasing Limited group are and how they may use your personal information is available at <http://www.cathedralhygiene.co.uk/privacy-notice.html>. Alternatively, please write to The Data Protection Officer at our address stated above.

#### OFFICE USE ONLY

Accepted by the Owner

Signature \_\_\_\_\_ Date of Agreement \_\_\_\_\_

Sales Rep

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



Please fill in the whole form and send it to:

CATHEDRAL LEASING LIMITED  
300 RELAY POINT  
RELAY DRIVE  
TAMWORTH  
B77 5PA

Originators Identification number

2 4 9 3 0 4

Branch sort code

\_\_\_\_\_

\_\_\_\_\_

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

To: The Manager \_\_\_\_\_  
\_\_\_\_\_ Bank/Building Society  
Address \_\_\_\_\_  
\_\_\_\_\_ Postcode \_\_\_\_\_

Name(s) of account holder(s)

Bank or Building Society account number

#### Instruction to your Bank or Building Society

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

Signature(s) \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Minimum Period**
  - 1.1 We the Owner, agree to hire the Equipment described overleaf (the Equipment) to you from the date of delivery and then for the Minimum Period, subject to our rights under Clause 9, and thereafter for consecutive periods each equivalent in duration to the Minimum Period (each an "Extension Period") until you give notice to us to terminate as set out in Clause 1.2 below.
  - 1.2 We may give you one month's prior notice to terminate the Agreement at the end of the Minimum Period or thereafter at any time and in our discretion, Otherwise, at the end of the Minimum Period or any Extension Period this Agreement will automatically run on.
    - If you want it to stop you must give at least three months' notice to expire no earlier than the end of the Minimum Period.
    - If the Agreement does run on after the end of the Minimum Period or any Extension Period (s) then you can end it by notifying us in writing at least three months before the end of the relevant Extension Period.
2. **Payments**
  - 2.1 On the date for payment of the First Rental specified overleaf you must pay us an Initial Rental in the amount and circumstances explained in the Financial Details section (if applicable) together with the First Rental and thereafter you must pay the Periodic Rentals on the same day of the month in question at the Payment Frequency specified in the Financial Details section. It is an essential condition of this Agreement that we receive all payments on their due dates without previous demand and without deduction, counterclaim or set off.
  - 2.2 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 2% per month from its due date to the date of payment such interest to run day to day and after as well as before any judgement.
  - 2.3 Rentals must be paid by direct debit unless we consent in writing to an alternative payment method. If we do agree to a different payment method we may increase your Rentals by 5% to cover our increases in administration costs.
  - 2.4 We may increase the Rentals upon giving you notice in writing by an equal percentage to any increase in the Retail Price Index as published by the Office for National Statistics at the end of the Minimum Period or annually thereafter at the end of any Extension Period. As from the date of any such notice, all Rentals payable under this Clause 2 or Clause 11 below shall be increased accordingly
3. **Supplementary and Other Charges**
  - 3.1 Supplementary Charges shall be payable by you if we carry out any non-routine repairs referred to in Clause 5 below and where performance of our obligations is made more difficult or costly by a breach of your obligations under this Agreement.
  - 3.2 There may be an installation charge where we install or re-site the Equipment.
  - 3.3 There may be an annual duty of care charge where we issue a Controlled Waste Transfer Note. This charge is payable in advance at the end of each September.
  - 3.4 There may be an annual charge where we register your site as a site which produces hazardous waste and/or renew that registration annually. We will continue to renew that registration until you notify us in writing that you do not want us to do this.
  - 3.5 There may be a charge where we issue a Hazardous Waste Consignment Note.
  - 3.6 There may be a charge where we carry out any other service relating to the collection and/or disposal of waste.
  - 3.7 All Supplementary Charges and other charges referred to in this Clause are payable at the rates current at the time that the relevant services are provided and are to be paid within 30 days of the date of the date of our invoice.
4. **Services**
  - 4.1 Provided you do not breach any of your obligations under this Agreement including the payment of all Rentals on their due dates, we will carry out routine periodic servicing at the Service Intervals specified overleaf (including replenishment of any consumables and/or exchange of any items of Equipment which we agree in our discretion may be necessary) of this Equipment without further charge unless Clause 3 above applies.
  - 4.2 We may suspend the provision of services (without being in breach of this Agreement) if you are in breach of any term or condition of this Agreement and until you remedy such breach to our satisfaction.
5. **Non-Routine Repair and Maintenance**
  - 5.1 Upon any fault occurring to the Equipment or if the Equipment become a health and safety hazard:
    - 5.1.1 you shall notify us as soon as possible and take such steps as are reasonably necessary to mitigate the effect of such fault or hazard; and
    - 5.1.2 subject to Clauses 5.2 and 5.3 below, we will, as soon as reasonably practicable, take all proper steps to correct the fault at our own cost by repairing or, at our option, replacing all or part of the Equipment.
  - 5.2 We will provide regular, routine maintenance of the Equipment and repair any faults required as a result of a malfunction or component failure without further charge but will not repair any faults resulting from misuse, vandalism, incorrect environmental conditions (including incorrect temperature levels), mains electrical surges or failures or any other accidental, negligent or wilful damage, and in each such case Supplementary Charges will be payable.
  - 5.3 We may remove all or part of the Equipment from your premises for the purpose of inspection, testing and repair.
  - 5.4 We are entitled to replace the Equipment from time to time with substitute goods of a substantially similar standard and specification to the Equipment.
6. **Risk and Insurance**
  - 6.1 All risks in respect of the Equipment shall at all times rest with you until possession of the Equipment is retaken by us and until such time you shall keep the Equipment insured to its full replacement value with an insurer duly authorised under the Insurance Companies Act 1982 against loss or damage by fire, theft, flood, storm and accident and third party liability. You must show us proof of insurance cover if we ask for it. All monies payable under such policy shall be payable to us or to our order and any insurance monies received by you shall be held by you on trust for us and you shall if required assign to us all your insurance rights.
  - 6.2 If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in Clause 10.
  - 6.3 If you fail to insure or show proof of it when we ask, we have the right, but not the obligation, to insure the equipment and charge the cost to you which you agree to reimburse us immediately upon demand.
7. **Your Other Obligations**

You shall:

  - 7.1 allow us and our duly authorised agents full, convenient and safe access to the Equipment during such hours as may be necessary to perform our obligations under this Agreement;
  - 7.2 not interfere with the Equipment (including attempting to repair, adjust or modify the Equipment) or remove any registration or other identifying marks from the Equipment;
  - 7.3 not sell or offer for sale, lend, assign, pledge, underlet or otherwise deal with or part with possession of the Equipment and not remove it from your premises without our prior written consent;
  - 7.4 care for and operate the Equipment in accordance with all relevant instructions and, subject to the Services we provide, keep the Equipment maintained and serviced in accordance with such instructions;
  - 7.5 not connect the Equipment (other than with our prior written consent) to any other equipment;
  - 7.6 promptly carry out such action to the Equipment as may be advised by us from time to time;
  - 7.7 take all reasonable steps to eliminate any cause of a fault so far as it shall be within your power to do so;
  - 7.8 notify us immediately of any loss of, or damage to, the Equipment;
  - 7.9 ensure renewal of your registration or exemption as a hazardous waste producer under the Hazardous Waste Regulations unless we have agreed to undertake this service; and
  - 7.10 ensure that within any Equipment there is not a mixture of Controlled Waste (as defined in the Environmental Protection Act 1990) and Hazardous Waste (as defined in the Hazardous Waste Regulations).
8. **Exclusion of our Liability**
  - 8.1 Where the Equipment supplied under this Agreement has been manufactured or customised to your own specifications or requirements you acknowledge that it was selected by you and acquired by us at your request from a third party supplier for the purposes of this Agreement and that any such supplier is not our agent.
  - 8.2 We shall try to extend to you the benefit of any guarantees, conditions and warranties given to us by the original manufacturer or supplier of the Equipment at your request and at your costs and on our terms.
  - 8.3 We give no express warranties or conditions relating to the condition, quality or fitness of the Equipment and, subject to Clause 8.4 below, all conditions, warranties and representations which may be otherwise implied and whether arising by reason of statute, common law or otherwise relating to the quality of the Equipment, its suitability or fitness for purpose and its conformity with description or sample, are expressly excluded from this Agreement to the fullest extent permitted by law. In

- particular, any published pictures or descriptions of the Equipment are for indication purposes only and actual products supplied may differ from such pictures or descriptions.
- 8.4 We do not exclude or limit liability for death or personal injury caused by our negligence or fraudulent misrepresentation but, subject to this and the requirements of the law, our liability to you in contract, tort or otherwise for any damage, loss, liability, costs or expenses suffered or incurred by you or any other person arising directly or indirectly or in any manner howsoever out of the use or possession of the Equipment by you or such other person, the provision of any services under this Agreement or otherwise shall be limited as follows:
    - 8.4.1 our liability for loss or damage to buildings and fixtures and fittings caused by our act or omission our agents, employees or sub-contractors shall not exceed £1,000,000 per incident;
    - 8.4.2 our liability for all other loss or damage suffered by you in any 12 month period and caused by our act or omission or our agents, employees or subcontractors shall not exceed the total Rentals payable per annum set out overleaf (excluding any increases to such payments);
    - 8.4.3 you agree that we shall not be liable in any way for any loss of profits, nor shall we be liable for any indirect, consequential or special loss or damage howsoever caused and arising from your use or possession of the Equipment or benefit from the services provided by us or otherwise; and
    - 8.4.4 we shall not be liable for any delay or failure to comply with our obligations where the failure is caused by fire, flood, inclement weather, strikes, industrial action or any other reason or circumstances (not necessarily similar to those listed) beyond our reasonable control.
  - 8.5 Unless the law provides otherwise (and except as a result of a breach by us of our obligations under this Agreement or our negligence or where we are otherwise liable at law for such damage, loss, liability or expenses) and without prejudice to our other rights and remedies, you shall indemnify us against all or any of the following:
    - 8.5.1 any loss or damage to the Equipment, howsoever arising, including any loss or damage which is not recoverable under the policy of insurance referred to in Clause 6 above (including where you have failed to take out such a policy of insurance);
    - 8.5.2 any and all damage, loss, liability or expenses which we may suffer or incur as a result of a claim by a third party; and
    - 8.5.3 all costs and expenses (including enquiry agents, debt collection agents and legal costs on a full indemnity basis) incurred or sustained by us in enforcing any of the terms of this Agreement.
  - 8.6 You shall indemnify us against any and all damage, loss, liability or expense which we may suffer or incur as a result of any action taken by the Environment Agency or similar regulatory body as a result of our having entered into this Agreement.
9. **Termination by Us**
    - 9.1 If you breach any term of this Agreement (any breach of such term will be deemed to be a repudiatory breach hereof) or suffer distress or execution or become bankrupt or insolvent, or enter into any arrangement or composition with your creditors or if a receiver or administrator is appointed over the whole or part of your business or assets then, without prejudice to our other rights and remedies, we may terminate this Agreement.
  10. **Consequences of Termination**
    - 10.1 Upon termination of this Agreement howsoever arising:
      - 10.1.1 you shall, without prejudice to our other rights and remedies, pay to us on demand all arrears of Rentals and any other sums payable under this Agreement up to the date of termination together with such sum as shall be applicable under Clause 10.2 below; and
      - 10.1.2 (i) the hiring of the Equipment and the provision of the associated services shall cease and you shall no longer be in possession of the Equipment with our consent; and (ii) you shall immediately make the Equipment available for collection by us in good working order and condition (fair wear and tear excepted), in default of which we shall be entitled to charge Rentals from the date of termination to the date on which the Equipment is collected. Where the Equipment is attached to your premises, you will be solely responsible for the cost of putting your premises back into their original condition.
    - 10.2 You shall also pay to us by way of liquidated damages the following sums:
      - 10.2.1 where the Equipment has been manufactured or customised to your own specifications or requirements, a sum equal to 100% of the aggregate Rentals which would, but for termination, have been payable from the date of termination up until the expiry of the Minimum Period or the then current Extension Period; or
      - 10.2.2 in all other cases, a sum equal to 75% of the aggregate Rentals which, but for termination, would have been payable from the date of termination up until expiry of the Minimum Period or the then current Extension Period.
  11. **Miscellaneous**
    - 11.1 Without imposing any obligation upon us so to do we may upon or at any time after termination of this Agreement retake possession of the Equipment and for such purpose enter upon any premises belonging to you or in your occupation or control and you shall be responsible for all costs charges and expenses so incurred.
    - 11.2 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.
    - 11.3 Notwithstanding the termination of this Agreement our rights in relation to the Equipment and any payments due there under shall continue to be regulated by this Agreement.
    - 11.4 You may not assign, mortgage, charge or sub-let this Agreement. We reserve the right to transfer or to change the benefit of this Agreement to any person at any time in our absolute discretion.
    - 11.5 Any notice served hereunder shall be sufficiently served if sent by first class post to your usual or last known place of business and shall be deemed to have been received by you forty-eight hours after posting.
    - 11.6 This Agreement shall be governed by English law and you hereby submit to the jurisdiction of the English Courts.
    - 11.7 This Agreement incorporates all Terms & Conditions agreed between us and can only be varied by a document signed by both of us.
    - 11.8 You authorise us to disclose details of and relating to this Agreement to any credit reference agency and to any other person for the purpose of our business.
    - 11.9 The person or persons who sign this Agreement on your behalf warrant that they have the appropriate and necessary authority to do so and to bind you to the terms set out in it. Where two or more persons are stated on page 1 to be the Hirer, each of those persons shall be jointly and severally liable for the performance of the Hirer's obligations under this Agreement.
    - 11.10 All amounts due under this Agreement are (unless otherwise specified) subject to the addition of VAT at the prevailing rate which shall be additionally payable by you in full.
    - 11.11 A person who is not a party to this Agreement has no right to enforce any term of this Agreement save for our successors or assignees.
    - 11.12 This Agreement may be signed by you and us by the way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000. A signature which complies with the Electronic Communications Act 2000 will be effective and binding on you. Where this Agreement is signed electronically you warrant that your signature has been made in accordance with the instructions issued to you by either us or by Adobe EchoSign or any other e-signature provider we use in connection with the signature process.

### Complaints

- 11.13 If you have a complaint about a product or service offered by us, then please contact us in the first instance at the address shown above, or via the contact details provided in the welcome pack you will receive (or have received) with a copy of this Agreement. If we are unable to resolve your complaint to your satisfaction and you are an eligible complainant, you can refer your complaint to the Financial Ombudsman Service. Please visit their website for further information: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Use of your Information

In order to process your agreement, we will perform credit and identity checks on you with one or more credit reference agencies ("CRAs").

To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information we have been given 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;
- \*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 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 any of these three links: [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain); [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain); [www.experian.co.uk/crain](http://www.experian.co.uk/crain); [www.creditsafe.com](http://www.creditsafe.com).**



**This guarantee should be detached and retained by the Payer**  
**The Direct Debit Guarantee**



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Cathedral Leasing Limited will notify you seven working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Cathedral Leasing Limited or your Bank/Building Society you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.