

**Hire Agreement regulated by the Consumer Credit Act 1974**

<b>Owner ("Us", "We", "Our")</b>
WHW Plastics Ltd, Therm Road, Hull, East Yorkshire, HU8 7BF

<b>Hirer ("You", "Your")</b>
Name(s)
Trading as (if required)
Address
Postcode

**Key Financial Information**

Products as set out below		
Manufacturer	Model	Description

This Agreement is for a Minimum Period of three months. The Initial Rental shall be due on Our signing this Agreement and thereafter You will pay Us Rentals every month **Initial Rental of £249.17 (plus VAT) or £299 (inc.VAT) followed by a minimum of two Rentals, each of £249.17 (plus VAT) or £299 (inc.VAT)**

On expiry of the Minimum Period, Rentals will continue to be payable at the same frequency and in the same amount as the last Rental shown above.

**An Administration Fee of £160 plus VAT is payable on Our acceptance of this Agreement and will be collected with the Initial Rental.**

**An Annual Service and Insurance Fee of £100 plus VAT will be payable on each anniversary of this Agreement.**

The Rentals may be varied under this Agreement in the event that any of the assumptions set out in Clause 2 prove not to be correct.

**Early Termination Charge**

You may apply to Us to terminate the hiring of the Products after the Minimum Period by giving Us at least 30 days written notice. If We accept Your request, You must pay Us the Termination Sum (as defined below) and an administration fee of £50 plus VAT.

**Key Information**

<p>Unless otherwise agreed before You sign this Agreement all payments by you must be paid by Direct Debit. If you choose after signing this Agreement to pay by other means, then You must pay us £50 plus VAT for each payment payable on or after the date of the change.</p> <p>This Agreement is inclusive of Accidental Damage, Fire &amp; Theft Insurance Cover. Details of this policy will be supplied to you separately.</p> <p>You must pay interest from day to day on any unpaid amount at 6% above Finance House Base Rate from time to time, after as well as before any judgment, from the due date until We receive it.</p> <p>You must pay Us the following charges if You breach this Agreement:</p> <ul style="list-style-type: none"> <li>Non-direct debit payment fee £50 plus VAT</li> <li>Arrears administration fee £95 plus VAT</li> <li>Declined payment fee £25 plus VAT</li> </ul> <p>You must immediately pay Us all other expenses (including, but not limited to, tracing fees, legal costs and third-party collection costs) that We incur if You break this Agreement or if We have to enforce it against You. Such charges shall include, but not be limited to, the charges incurred by Us in pursuing or defending any court action arising from any breach or enforcement of this Agreement notwithstanding the value of such claim.</p>	<p>When this Agreement expires, or is terminated, You must return the Products in accordance with Clause 9.2 and if You do not You must continue to pay Rentals at the amounts and intervals specified in the Agreement until the Products are received and accepted by Us and pay Us other amounts referred to in Clause 9.2.</p> <p>On any termination of this Agreement and/or the hiring of the Products You must:</p> <ul style="list-style-type: none"> <li>(a) pay to Us the "Termination Sum"</li> <li>(b) comply with Your obligations in Clause 9 below or compensate Us for Our losses due to Your failure to do so.</li> </ul> <p>This Agreement is not cancellable.</p> <p><b>MISSING PAYMENTS</b></p> <p>Missing Payments could have severe consequences and may make obtaining credit more difficult.</p> <p><b>IMPORTANT- READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS</b></p> <p>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 against you without getting a court order.</p> <p>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.</p>
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<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) _____</p> <p>Date(s) of signature(s) _____</p> <p><b>Under this agreement the products do not become your property and you must not sell them.</b></p>	<p>Please Print Name(s) _____</p> <p>_____</p> <p>Position(s) _____</p> <p>_____</p>
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**Declaration for exemption relating to businesses****(articles SOC and 600 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

You confirm that all the information You have provided is true and correct and that You are making this Agreement in the course of Your business. You have selected the Products and agree that the terms of Clauses 3.1 and 6, the exclusion of liability clause, are reasonable.

By signing I am/we are confirming that I am/we are entering into this Agreement for the purpose of the business carried out by me/us or which I/we intend to carry on. I/We also confirm that I/we have not said or done anything nor given the owner anything which contradicts this.

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, or (iv) the total payments You must make under this Agreement are more than £25,000 including VAT or such other financial limit for the time being set down by the Act and You are entering into the agreement wholly or predominantly for a business purpose then this Agreement is not regulated under the Financial Services and Markets Act 2000 by the Financial Conduct Authority nor by the Consumer Credit Act 1974. Any reference in this Agreement to the Consumer Credit Act and its consequences do not apply to You, unless You are entering into this Agreement for business purposes, in which case only the statutory references in the business declaration You have signed will be relevant to You.

**Supplier's Details**

Name	Salesperson
Address	
<b>Additional Provisions</b>	
Confirmed by You (please sign)	

**DATA PROTECTION**

Use of Personal Data Statement: Please read Our 'Use of Personal Data Statement' which supplements this Agreement. This describes how We collect, process, use and protect personal information. It also sets out Your rights in relation to personal information.

**Further Information:** Our privacy information notice and details about how You may exercise Your rights can be obtained using Our contact details at the beginning of this Agreement or via Our website: [www.whw.com](http://www.whw.com)

**Associated Persons:** If You provide Us with personal information about other individuals who are Your associated persons (such as Your partner/spouse or directors of Your company), please provide them with a copy of Our Use of Personal Data Statement.

**Marketing:** By signing this Agreement You indicate Your consent to receive email marketing messages from Us and the wider WHW Plastics group. Please tick the box if You do not wish to receive email marketing messages

Accepted for and on behalf of WHW PLASTICS LIMITED

Signature \_\_\_\_\_ Date \_\_\_\_\_ which is the Start Date of this Agreement

**Hirer's Details**

Company Registration Number	Contact Name
Tel	Email
Private Address (if non-corporate)	
Date(s) of birth	
Location of products if different from above	("Location")

Hirer Initials

## 1. THE AGREEMENT AND DELIVERY

- 1.1 We are letting and You are taking on hire the Products for use in Your business.
- 1.2 The Products means the Products set out on the front sheet and shall also include the software set out on the front sheet and/or otherwise comprised in the Products ("Software").
- 1.3 This Agreement starts when We sign it ("the Start Date") and the Initial Rental and Administration Fee are due at that time. The hiring continues until it is ended by You or Us in accordance with the provisions of this Agreement.
- 1.4 If You wish to end the Agreement at the end of the Minimum Period then You must give Us at least 30 days' written notice to terminate the Agreement, such notice to expire on the last day of the Minimum Period. If You do not, then the hiring of the Products will automatically continue thereafter until either party gives to the other party 30 days' written notice to terminate the hiring of the Products, such notice to expire on any Rental payment date.
- 1.5 You must make all arrangements for the delivery, installation and testing of the Products and their connection to any network. You must inspect the Products on delivery, and notify Us in writing within 5 days if they are defective, incomplete or not to the specification selected by You otherwise You will be deemed to have accepted the Products and to have acknowledged that the Products are complete, in good working order fit for purpose, that the Products comply with the specification selected by You and that they are satisfactory in every way. If We require, You must complete an acceptance certificate.

## 2. PAYMENTS

- 2.1 The Initial Rental and the Administration Fee shall be due and payable on signing this Agreement. You must pay Us the Rentals, the fees (including the Annual Service Fee) and other sums specified in the Key Financial Information section of this Agreement. You must also pay us any fees, costs, and other sums (including any late payment interest) which may become payable under the Key Information section of this Agreement.
- 2.2 Subject to clause 5.5 below, all amounts payable by You under this Agreement must be made in full on the due dates for payment without any deduction, withholding, set-off counterclaim or appropriation. If You are required by tax authorities or by law to make any withholding or deduction, then the Rentals shall be increased to the extent necessary to ensure that We receive and retain a net sum equal to the sum We would have received but for the withholding or deduction. We shall have the right to set-off any payment due to You hereunder against any sums whatsoever due from You to Us or any of Our group companies. Payments You make will be applied in such order of application as We may determine in Our discretion.
- 2.3 Value Added Tax at the applicable rate will be paid by You on all appropriate payments.
- 2.4 You agree that the Rentals have been calculated on the assumption that the bases, rates and treatment of corporation tax, capital allowances and VAT allowed or in force at the date of this Agreement will remain unchanged for the period of the Agreement and that We will be entitled to reclaim any VAT in relation to the purchase price of the Products and charge VAT in respect of each Rental. If after the commencement of this Agreement there are any changes in the above assumptions and/or such assumptions prove to be incorrect You shall pay Us, if called upon to do so, by way of increased Rentals or lump sum payable on demand, such sum or sums as are required to place Us in the financial position (as regards this Agreement) which We expected had not such changes occurred, and/or such assumptions had not proven to be incorrect. Our certificate of the increased Rentals or lump sum as the case may be shall be final and binding upon You and shall remain payable notwithstanding the termination of this Agreement for whatever reason.

## 3. USING THE PRODUCTS

- 3.1 You are responsible for keeping the Products in good condition at Your own cost. All damage, other than fair wear and tear, must be made good. All replacement and attached parts become part of the Products and Ours. No maintenance or other services are provided by Us under this Agreement.
- 3.2 You must keep the Products safe and use them safely and in accordance with law and the manufacturer's recommendations, and only for purposes for which they are designed, or built, or are suitable. Any modifications required by law or otherwise will be completed at Your expense.
- 3.3 You must keep the Products in Your possession at the Location, except when they are being repaired, but You must not allow any repairer's lien to arise. You must not deal with the Products or transfer or assign them or any part of them. You must not hold Yourself out as the Owner of the Products; nor may You claim capital allowances.

## 4. INSURANCE

- 4.1 If an insurance claim has to be made You will notify Us of that and You agree that We will take over negotiations with the insurance company, and settle any claim, and We will receive any insurance payments relating to the Products. If You receive any such insurance proceeds You must pay such monies to Us and until such time shall hold such monies on trust for Us.
- 4.2 You must notify Us as soon as possible of any damage to or loss of the Products and 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 Products from further loss.

- 4.3 Any insurance proceeds for the Products at Our discretion may be put towards repair or replacing the Products, or the payments due to Us.

- 4.4 If there is a total loss of the Products for insurance purposes, We may terminate the hiring of the Products and You will pay to Us the amounts set out in Clause 8.

## 5. THE SUPPLIER AND MAINTENANCE

- 5.1 If it is indicated that maintenance charges are a part of the Rental (each a "Maintenance Charge") then We will act as the Supplier's agent to collect the Maintenance Charges from You. You must enter a maintenance contract for the Products with the Supplier ("Maintenance Contract") and that Maintenance Contract must continue for the same period as this Agreement. You must perform Your obligations under that Maintenance Contract. The Supplier will be solely responsible for the maintenance and We are not responsible for any failure by the Supplier to provide it.
- 5.2 We may increase the Rentals by the amount of the increase in the Maintenance Charges due to the Supplier if the Maintenance Contract allows for that and We are So requested by the Supplier.
- 5.3 We shall be entitled to apply amounts received from You first towards satisfaction of the Rental, excluding any Maintenance Charges, notwithstanding appropriation to the contrary. If You do not pay the full Rental amount. We will stop paying the Maintenance Charges to the Supplier, who may stop providing maintenance. This does not affect any of Your obligations to Us under this Agreement.
- 5.4 If this Agreement is terminated the Supplier may bring an action to recover any Maintenance Charges that are due from You under the Maintenance Contract.
- 5.5 Should the Supplier become unable to provide the maintenance or if the Supplier fails to perform any of its other obligations under the Maintenance Contract (each a "Maintenance Failure"), You may by at least one month's written notice tell Us to stop paying the Maintenance Charges to the Supplier and We will reduce the Rentals by the amount of the Maintenance Charges from the next Rental payment date. Even if You stop the Maintenance Charges You may still have obligations to the Supplier.
- 5.6 Clause 5.5 above sets out Your sole right and remedy against Us in the event of a Maintenance Failure, and You shall not be entitled to treat any Maintenance Failure as a repudiation of this Agreement or to terminate it You must continue to pay the Rentals (excluding the Maintenance Charges) to Us in full on the due dates for payment in accordance with clause 2.2 above notwithstanding any Maintenance Failure. This clause does not affect any claim which You may have against the Supplier.

## 6. YOUR ACKNOWLEDGEMENTS

- 6.1 You and We recognise that there is a risk that any products, in particular computer hardware and software may not perform as expected and may not be satisfactory. We both also acknowledge that salespeople acting on behalf of suppliers may make representations about products including computer hardware and software that are difficult to evaluate until delivery and commissioning. When Products are financed the risk of them not working satisfactorily or according to any representations may be assumed by You, by Us, by the supplier, by an intermediary or by an insurer. You and We both appreciate that the allocation of risk is a matter of agreement and You and We have decided that it shall be borne by You.
- 6.2 For that reason, You and We agree that there is no term in this Agreement by which We are responsible for the performance of the Products, whether generally or in relation to any particular purpose. We do not know if any representation was made to You about the Products, but if it was, You acknowledge that it was not made on Our behalf and that You have not entered into this Agreement in reliance on it. You and We also agree that We have not assumed any duty of care towards You.
- 6.3 You represent and warrant that You have obtained from the supplier of the Products all representations, warranties and guarantees You require in relation to the Products including but not limited to its quality, fitness for purpose and description.
- 6.4 It is agreed and acknowledged that no express warranty, condition or undertaking has been given by or on behalf of Us in respect of the Products, except as expressly stated in this Agreement. All conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law. You will not be entitled to a rebate or remission of Rentals whilst the Products are defective, damaged or unusable or for any other reason.
- 6.5 We will, until the hiring of the Products is terminated, at Your expense, give all reasonable assistance to extend to You, so far as We are legally able, the benefit of any manufacturer's guarantees, conditions or warranties in relation to the Products.
- 6.6 In no event will Our liability under this Agreement exceed the aggregate of the Rentals paid by You at the time the liability arises.
- 6.7 In no event will We be liable to You in contract, tort or otherwise including any liability for negligence:
- (a) for any loss of revenue business, Anticipated Savings or profits or any loss of use or value; or
- (b) for any indirect or consequential loss, however arising.
- 'Anticipated Savings' means any expenses which You expect to avoid incurring or to incur in a lesser amount than would otherwise have been the case.
- 6.8 The Supplier is not Our agent to make any statements concerning this Agreement or the Products.

6.9 Nothing contained in this Agreement shall have the effect of excluding or restricting Our liability for death or personal injury resulting from Our negligence in so far as the same is prohibited by law.

#### **7. TERMINATION OF THE AGREEMENT**

7.1 We may terminate this Agreement immediately by giving you written notice, and demand repayment of the amount set out in Clause 8.1, if any of the following events occurs (and if Clause 7.1 (a) or (b) applies, You shall be deemed to have repudiated this Agreement):

- (a) You do not pay any Rental due under this Agreement on the due date for payment or do not pay any other sum due under this Agreement within 5 days of it being due and payable;
- (b) You breach any term of this Agreement and if such breach is remediable You fail to remedy it within 7 days of written notice requiring its remedy;
- (c) (if You are a partnership) any of the partners die, a petition is presented for an administration order to be made in relation to, or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with the creditor of the partnership or the partnership enters into a voluntary arrangement with its creditors;
- (d) (if You are an individual) You die or an application is made for an interim order to be made in relation to You or a petition is presented for a bankruptcy order against You or a trustee in bankruptcy or like officer is appointed over all or any of Your assets or any other steps are taken to appoint an administrator, compulsory manager or other similar officer over You or any of Your assets (or the actual appointment of any of the foregoing);
- (e) there is appointed, or any other procedure or step is taken by any person with a view to appointing, a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer over You or any of Your assets (or the actual appointment of any of the foregoing);
- (f) You arrange or attempt to arrange a composition or scheme with Your creditors or a meeting of creditors is called;
- (g) You cease or threaten to cease to carry on trading or sell or dispose of a substantial part of Your business or assets without Our consent;
- (h) there is any change in Your control (whether direct or indirect), or Your present holding company ceases to be Your legal and beneficial owner (free from all mortgages, charges, liens or other encumbrances) of the whole or any part of Your issued share capital from time to time;
- (i) You are unable to pay Your debts as they fall due (as defined by section 123 or 268 of the Insolvency Act 1986);
- (j) (in Scotland) You become bankrupt or have Your estate sequestrated or execute a trust deed, or a judicial factor is appointed to administer Your estate;
- (k) there is a total loss of the Products;
- (l) any distress execution or other legal process is levied against any of Your assets or an encumbrancer takes possession of any of Your assets, or any security created by You becomes enforceable and the mortgagee or chargee takes steps to enforce the same;
- (m) any guarantee in respect of Your obligations under this Agreement is not or ceases to be fully valid binding and enforceable;
- (n) You or any of Your directors, officers or employees are convicted of or involved in any offence under legislation relating to money laundering and/or acts of terrorism, or fail to comply with any such legislation;
- (o) any representation made or information provided by You or on Your behalf to Us from time to time in connection with the negotiation or continuation of this Agreement is found to be incorrect as to a particular which, in Our opinion, is material; or
- (p) You have provided incorrect information to Us about Your business and financial circumstances which were of material importance in Our decision to enter into the Agreement.

#### **8. YOUR OBLIGATIONS ON TERMINATION**

8.1 On any termination of this Agreement and/or the hiring of the Products for any reason You must immediately pay to Us the Termination Sum as determined in accordance with the Key Information section of this Agreement and comply with Your obligations under clause 9. You will not be entitled to any refund of Rentals or other sums paid in advance if the hiring is terminated for any reason.

#### **9. INSPECTION AND RETURN OF PRODUCTS**

9.1 You must let Us and Our representatives inspect the Products if We give You notice. Upon the termination or expiry of the hiring of the Products We or Our representatives may, subject to giving You any notice required by law, repossess the Products and, (if required by law) under an order of the Court or with Your consent given at that time, enter the Location and or any premises where the Products are or are believed to be located.

9.2 When this Agreement expires, or is terminated, You must return the Products within two days, and in an Average Saleable Condition to an address nominated by Us within the United Kingdom. If You do not You must continue to pay Rentals at the amounts and intervals specified in the Agreement until the Products are received and accepted by Us. The Products must be properly packed for shipment in accordance with the manufacturer's recommendations and specifications, freight pre-paid and insured. If You fail to do so You will be liable for Our costs in recovering the Products and/or restoring them to Average Saleable Condition. "Average Saleable Condition" means that all of the Products are immediately available for use by a third party, other than Yourself, in good working order and condition, free from any defects and without the need for repair or refurbishment, fair, wear and tear excluded. All Products must

be free of markings. You will pay Us on demand for any damage, missing or defective parts or accessories. If all or part of the Products consist of computer equipment 9.3 You must remove all personal data, sensitive data and passwords. Upon expiry or termination of this Agreement and/or hiring the Products for any reason then, notwithstanding the other terms of this clause, if You do not or cannot return the Products to Us for any reason within 30 days of such expiry or termination, including but without limitation because they are a total loss, then You will pay Us forthwith a sum equal to the amount We anticipated the Products would be worth at the end of the Minimum Period assuming they had been returned in Average Saleable Condition.

#### **10. YOUR RIGHTS TO END THE AGREEMENT**

10.1 You may apply to Us to terminate the hiring of the Products during the Minimum Period by giving Us at least 30 days' written notice. If We accept Your request You must pay Us the Termination Sum and in addition an administration fee of £50 plus VAT. You must also comply with Your obligations in Clause 9.2.

#### **11. INDEMNITY AND WAIVER**

11.1 You will be solely responsible for and agree to indemnify, on demand, Us, Our servants, agents and contractors on a full indemnity basis at all times from and against:

- (a) loss, theft, destruction of or damage to the Products from whatever cause arising and whether or not such loss, theft, destruction or damage results from Your negligence or any of Your officers, employees or agents; and
- (b) all actions, claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs (including but without limitation legal costs on a full indemnity basis) and expenses of whatsoever nature which may be brought against Us or which We may suffer, incur or sustain in connection with or arising directly or indirectly out of the purchase, hiring, recovery and sale of the Products except for injury or death caused by Our negligence.

11.2 If We delay in or fail to enforce the terms and conditions of this Agreement or any of Our rights or if We grant any time or indulgence to You this will not prejudice or reduce Our rights and if We waive any breach by You this will not operate as a waiver of a later or a continuing breach.

11.3 The provisions of this clause 11 shall continue to apply notwithstanding termination of this Agreement for any reason.

#### **12. SOFTWARE**

12.1 Where the Products comprise Software then the provisions of this clause apply.

12.2 You have chosen the Software from the supplier of the Software ("Software Supplier") and have requested that We accept the invoice from the Software Supplier. The Rentals are calculated taking into account these amounts but this does not mean that We licence the Software to You or have any right to do so. It is Our obligation to pay the Software Supplier and You are responsible for other obligations including, but without limitation to, any software licence ("Software Licence") obligations.

12.3 All Software supplied to You under this Agreement is provided subject to the licensing conditions and restrictions of the provider of the Software Licence ("Licence Provider") (details of which shall be made available on request if not supplied at the time of delivery of the Products). You must observe and comply with the Software Licence.

12.4 If the Software Licence is terminated by the Licence Provider and/or the hiring of the Products is terminated then You must no longer use the Software and we may request that the Licence Provider terminates Your right to use the Software without further notice.

If You are no longer entitled to use the software then the provisions of Clause 9 will apply in respect of the Products together with all manuals, media and source codes in relation to the Software.

12.5 In relation to the Software it is expressly agreed that:

- (a) You are not licensed by Us to use the Software nor do We give You any other rights to deal with the Software;
- (b) You have previously obtained and/or will obtain in writing to Your complete satisfaction all rights You require to validly use the Software and all licences to use and operate it;
- (c) We give no warranties or representations (express or implied) in respect of the Software and/or any Software Licence and We will have no liability whatsoever to You in relation to the Software and/or Software Licence Including, without limitation its quality, performance, functionality or suitability for any particular purpose and You will indemnify Us and keep Us indemnified against any claims, costs, expenses, damages, liabilities and legal fees that We may suffer or incur as a result of any loss, cost, expense or liability that We may incur in any way whatsoever in connection with Your use or dealings with the Software and/or Software Licence; and
- (d) Your obligation to pay the Rentals and any other amount due to Us shall be unaffected by any claim You may have in respect of the Software and/or Software licence.

#### **13. GENERAL**

13.1 We may assign this Agreement and/or deal in Our rights and the Products, but this Agreement is personal to You and You may not do that.

13.2 If We give You any relaxation of Our rights this does not affect Our ability to enforce Our rights to their full extent.

13.3 We will send all invoices, information, notices, statements and other documentation ("Documents & Notices; to You using the address, e-mail address or phone number that You have provided. We may send the Documents & Notices to You by post or any electronic means (including e-mail, text message or secure website), and, where necessary, We will provide them in a durable format that can be stored by

<p>You. We will always treat You as having received Documents &amp; Notices sent to You electronically unless We know that You have not received them. It is Your responsibility to read the Documents &amp; Notices We send to You and to retain them for Your records. You must notify Us of any changes to your contact details including Your email address.</p> <p>13.4 If any clause of this Agreement is invalid, that will not affect the validity of others.</p> <p>13.5 All the terms of the hire of the Products are in this Agreement.</p> <p>13.6 We may change any of the terms of this Agreement by notifying You at least two months before the change is to take effect.</p> <p>13.7 No person has any rights to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.</p> <p>13.8 In this Agreement references to "We", "us" and "Our" are to WHW Plastics Ltd and its successors and assigns and references to "You", "Your" and "Yourself" are to the Hirer and if the Hirer is two or more people each of them jointly and separately. The words with capital letters refer to the description in the Agreement. "group and/or" group companies mean any company in the WHW Plastics group of companies.</p> <p>13.9 If You are more than one person, Your obligations will be binding on each person separately and all persons jointly.</p> <p>13.10 You acknowledge and agree that this Agreement, where accessed and signed by You electronically, is deemed to be in writing and that the use of electronic signatures are deemed to be signatures.</p> <p>13.11 You are aware that We do not support or participate in business in jurisdictions that are the subject of embargoes, sanctions or similar measures. You confirm that, You have no offices, investments, activities or planned activities in countries or regions which are the subject of sanctions, embargoes or similar measures imposed by</p>	<p>any of the US OFAC, the EU, the UK government or any other relevant sanctions authority. In the event that You have offices, investments, activities or planned activities in countries or regions which are subject to such sanctions, embargoes or similar measures, You will immediately notify Us.</p> <p>13.12 English law governs this Agreement. Any dispute arising from it shall be subject to the exclusive jurisdiction of the English Courts.</p> <p>13.13 You agree that We are not required to comply with Regulations 9(1), 9(2) and 11 of the Electronic Commerce (EC Directive) Regulations 2002.</p> <p>13.14 If You have a complaint about Our financial product and or related service You have received from Us, please contact Us on 01482 329154 or email customer support info@whwplastics.com. Details of Our complaints procedure are available on Our website. In the unlikely event that Your complaint is not resolved to Your satisfaction, You may be able to refer the matter to the Financial Ombudsman Service (<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>).</p> <p>13.15 WHW Plastics Limited is authorised and regulated by the Financial Conduct Authority.</p> <p><b>14. CONSUMER CREDIT ACT 1974 ("ACT")</b></p> <p>14.1 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, or (iv) the total payments You must make under this Agreement are more than £25,000 including VAT or such other financial limit for the time being set down by the Act and You are entering into the Agreement wholly or predominantly for a business purpose then this Agreement is not regulated under the Act. Any reference in this Agreement to the Act and its consequences do not apply to You, unless You are entering into this Agreement for business purposes, in which case only the statutory references in the business declaration you have signed will be relevant to You.</p>
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Use of Personal Data Statement	
<p>This Use of Personal Data Statement ('Statement') describes how the finance company whose details appear at the beginning of this document ('we', 'us', 'our') collects and processes personal information about you: how this information is used and protected, and your rights in relation to this information. Further details of how we use and protect your personal data are available on request.</p> <p><b>Personal Information we use</b></p> <p>We may be required to collect certain personal information about you by law or as a consequence of the business relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.</p> <p><b>Information we collect directly from you</b></p> <p>Categories of information that we may collect directly from you include your personal details (e.g. name and date of birth), contact details, transaction information and information about your associated persons, such as your spouse, partner, any directors of your company, or other persons with whom you are financially linked ('associated persons'). If you are providing us with personal information about your associated persons, please provide a copy of this Statement to them.</p> <p><b>Information we collect from credit reference agencies and fraud prevention agencies</b></p> <p>We also collect personal information about you and your associated persons from credit reference agencies and fraud prevention agencies. We will search your records (and those of your associated persons) with credit reference agencies and fraud prevention agencies when we receive your application, whether or not the application proceeds. We will also make periodic searches of your records during the life of our contractual relationship with you.</p> <p><b>HOW WE USE YOUR PERSONAL INFORMATION AND THE BASIS ON WHICH WE USE IT</b></p> <p>We may use your personal information for the following purposes:</p> <p><b>Credit reference and fraud prevention checks:</b> we may process your personal information to carry out credit reference checks and for fraud prevention purposes. The personal information we have collected from you may be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the Credit Reference Agency Information Notice available here <a href="http://www.experian.co.uk/crain/index.html">http://www.experian.co.uk/crain/index.html</a> or by contacting us at the details below.</p> <p><b>Identification and authentication and administering the services:</b> we may use your identification information to verify your identity when you access and use our services and to ensure the security of your personal information. We may also process your personal information to administer the finance, services and products you have requested. We may use your personal information for these purposes so that we can comply with our contractual obligations to you.</p> <p><b>Improving our services and marketing analysis:</b> we analyse information about how you use our services to provide an improved experience for all our customers. We also carry out marketing analysis and customer profiling (including with transactional information) and conduct research, including creating statistical and testing information. It is in our legitimate business interests to use the information provided to us for this purpose, so we can understand your needs and identify any issues with our services to improve them.</p>	<p><b>Communicating with you:</b> we may use any categories of your personal information when we communicate with you. It is in our legitimate interests that we are able to provide you with appropriate responses and provide you with notice about our services.</p> <p><b>Exercising our rights:</b> we may use any categories of your personal information to exercise our legal rights where it is necessary to do so, for example to detect, prevent and respond to fraud claims, intellectual property infringement claims or violations of law or the contract.</p> <p><b>YOUR RIGHTS OVER YOUR PERSONAL INFORMATION</b></p> <p>We encourage you to contact us to update or correct your information if it changes or if the personal information we hold about you is inaccurate. You may also have certain rights regarding your personal information. These include the right to access, rectify, erase or port your personal information. You may also have the right to restrict or object to our use of your personal information and to withdraw any consents you have provided us. You also have the right to lodge a complaint with your local data protection authority. If you would like to discuss or exercise such rights, please contact us.</p> <p><b>CREDIT DECISIONS</b></p> <p>In order to determine whether to accept your application for credit, we will analyse your financial history, credit reference records and other relevant information about you (or your associated persons) collected from you and credit reference and fraud prevention agencies. We use this information because it helps us to determine your creditworthiness and suitability for entering into contracts with you.</p> <p><b>INFORMATION SHARING</b></p> <p>We may share personal information relating to you and your associated persons with credit reference agencies and fraud prevention agencies to help us and other organisations make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and your associated persons, managing credit and credit related accounts or facilities and checking details of job applicants and employees. You have a legal right to obtain details of the credit reference and fraud prevention agencies from whom we obtain and to whom we pass information about you. You also have a right to further details explaining how the information held by fraud prevention agencies may be used. If you would like to obtain such information, please contact us. We may also share your personal information with our suppliers and service providers, our group companies, joint venture partners, law enforcement agencies, court, regulators or government authorities, insurers and third-party asset purchasers under certain circumstances.</p> <p><b>STORAGE</b></p> <p>We will keep your personal information for as long as we have a relationship with you. After our relationship with you has ended, we will take into account our legal obligations and regulators' expectations when deciding how long to keep your personal information. We may also retain records to investigate or defend potential legal claims.</p>

**Hire Agreement regulated by the Consumer Credit Act 1974**

<b>Owner ("Us", "We", "Our")</b>
WHW Plastics Ltd, Therm Road, Hull, East Yorkshire, HU8 7BF

<b>Hirer ("You", "Your")</b>
Name(s)
Trading as (if required)
Address
Postcode

**Key Financial Information**

Products as set out below		
Manufacturer	Model	Description

This Agreement is for a Minimum Period of three months. The Initial Rental shall be due on Our signing this Agreement and thereafter You will pay Us Rentals every month **Initial Rental of £249.17 (plus VAT) or £299 (inc.VAT) followed by a minimum of two Rentals, each of £249.17 (plus VAT) or £299 (inc.VAT)**

On expiry of the Minimum Period, Rentals will continue to be payable at the same frequency and in the same amount as the last Rental shown above.

**An Administration Fee of £160 plus VAT is payable on Our acceptance of this Agreement and will be collected with the Initial Rental.**

**An Annual Service and Insurance Fee of £100 plus VAT will be payable on each Anniversary of this Agreement.**

The Rentals may be varied under this Agreement in the event that any of the assumptions set out in Clause 2 prove not to be correct.

**Early Termination Charge**

You may apply to Us to terminate the hiring of the Products after the Minimum Period by giving Us at least 30 days written notice. If We accept Your request, You must pay Us the Termination Sum (as defined below) and an administration fee of £50 plus VAT.

**Key Information**

<p>Unless otherwise agreed before You sign this Agreement all payments by you must be paid by Direct Debit. If you choose after signing this Agreement to pay by other means, then You must pay us £50 plus VAT for each payment payable on or after the date of the change.</p> <p>This Agreement is inclusive of Accidental Damage, Fire &amp; Theft Insurance Cover. Details of this policy will be supplied to you separately.</p> <p>You must pay interest from day to day on any unpaid amount at 6% above Finance House Base Rate from time to time, after as well as before any judgment, from the due date until We receive it.</p> <p>You must pay Us the following charges if You breach this Agreement:</p> <ul style="list-style-type: none"> <li>Non-direct debit payment fee £50 plus VAT</li> <li>Arrears administration fee £95 plus VAT</li> <li>Declined payment fee £25 plus VAT</li> </ul> <p>You must immediately pay Us all other expenses (including, but not limited to, tracing fees, legal costs and third-party collection costs) that We incur if You break this Agreement or if We have to enforce it against You. Such charges shall include, but not be limited to, the charges incurred by Us in pursuing or defending any court action arising from any breach or enforcement of this Agreement notwithstanding the value of such claim.</p>	<p>When this Agreement expires, or is terminated, You must return the Products in accordance with Clause 9.2 and if You do not You must continue to pay Rentals at the amounts and intervals specified in the Agreement until the Products are received and accepted by Us and pay Us other amounts referred to in Clause 9.2.</p> <p>On any termination of this Agreement and/or the hiring of the Products You must:</p> <ul style="list-style-type: none"> <li>(a) pay to Us the "Termination Sum"</li> <li>(b) comply with Your obligations in Clause 9 below or compensate Us for Our losses due to Your failure to do so.</li> </ul> <p>This Agreement is not cancellable.</p> <p><b>MISSING PAYMENTS</b></p> <p>Missing Payments could have severe consequences and may make obtaining credit more difficult.</p> <p><b>IMPORTANT- READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS</b></p> <p>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 against you without getting a court order.</p> <p>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.</p>
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<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) _____</p> <p>Date(s) of signature(s) _____</p> <p><b>Under this agreement the products do not become your property and you must not sell them.</b></p>	<p>Please Print Name(s) _____</p> <p>_____</p> <p>Position(s) _____</p> <p>_____</p>
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**Declaration for exemption relating to businesses****(articles SOC and 600 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

You confirm that all the information You have provided is true and correct and that You are making this Agreement in the course of Your business. You have selected the Products and agree that the terms of Clauses 3.1 and 6, the exclusion of liability clause, are reasonable.

By signing I am/we are confirming that I am/we are entering into this Agreement for the purpose of the business carried out by me/us or which I/we intend to carry on. I/We also confirm that I/we have not said or done anything nor given the owner anything which contradicts this.

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, or (iv) the total payments You must make under this Agreement are more than £25,000 including VAT or such other financial limit for the time being set down by the Act and You are entering into the agreement wholly or predominantly for a business purpose then this Agreement is not regulated under the Financial Services and Markets Act 2000 by the Financial Conduct Authority nor by the Consumer Credit Act 1974. Any reference in this Agreement to the Consumer Credit Act and its consequences do not apply to You, unless You are entering into this Agreement for business purposes, in which case only the statutory references in the business declaration You have signed will be relevant to You.

**Supplier's Details**

Name	Salesperson
Address	
<b>Additional Provisions</b>	
Confirmed by You (please sign)	

**DATA PROTECTION**

Use of Personal Data Statement: Please read Our 'Use of Personal Data Statement' which supplements this Agreement. This describes how We collect, process, use and protect personal information. It also sets out Your rights in relation to personal information.

**Further Information:** Our privacy information notice and details about how You may exercise Your rights can be obtained using Our contact details at the beginning of this Agreement or via Our website: [www.whw.com](http://www.whw.com)

**Associated Persons:** If You provide Us with personal information about other individuals who are Your associated persons (such as Your partner/spouse or directors of Your company), please provide them with a copy of Our Use of Personal Data Statement.

**Marketing:** By signing this Agreement You indicate Your consent to receive email marketing messages from Us and the wider WHW Plastics group. Please tick the box if You do not wish to receive email marketing messages

Accepted for and on behalf of WHW PLASTICS LIMITED

Signature \_\_\_\_\_ Date \_\_\_\_\_ which is the Start Date of this Agreement

**Hirer's Details**

Company Registration Number	Contact Name
Tel	Email
Private Address (if non-corporate)	
Date(s) of birth	
Location of products if different from above	("Location")

Hirer Initials

## 1. THE AGREEMENT AND DELIVERY

- 1.1 We are letting and You are taking on hire the Products for use in Your business.
- 1.2 The Products means the Products set out on the front sheet and shall also include the software set out on the front sheet and/or otherwise comprised in the Products ("Software").
- 1.3 This Agreement starts when We sign it ("the Start Date") and the Initial Rental and Administration Fee are due at that time. The hiring continues until it is ended by You or Us in accordance with the provisions of this Agreement.
- 1.4 If You wish to end the Agreement at the end of the Minimum Period then You must give Us at least 30 days' written notice to terminate the Agreement, such notice to expire on the last day of the Minimum Period. If You do not, then the hiring of the Products will automatically continue thereafter until either party gives to the other party 30 days' written notice to terminate the hiring of the Products, such notice to expire on any Rental payment date.
- 1.5 You must make all arrangements for the delivery, installation and testing of the Products and their connection to any network. You must inspect the Products on delivery, and notify Us in writing within 5 days if they are defective, incomplete or not to the specification selected by You otherwise You will be deemed to have accepted the Products and to have acknowledged that the Products are complete, in good working order fit for purpose, that the Products comply with the specification selected by You and that they are satisfactory in every way. If We require, You must complete an acceptance certificate.

## 2. PAYMENTS

- 2.1 The Initial Rental and the Administration Fee shall be due and payable on signing this Agreement. You must pay Us the Rentals, the fees (including the Annual Service Fee) and other sums specified in the Key Financial Information section of this Agreement. You must also pay us any fees, costs, and other sums (including any late payment interest) which may become payable under the Key Information section of this Agreement.
- 2.2 Subject to clause 5.5 below, all amounts payable by You under this Agreement must be made in full on the due dates for payment without any deduction, withholding, set-off counterclaim or appropriation. If You are required by tax authorities or by law to make any withholding or deduction, then the Rentals shall be increased to the extent necessary to ensure that We receive and retain a net sum equal to the sum We would have received but for the withholding or deduction. We shall have the right to set-off any payment due to You hereunder against any sums whatsoever due from You to Us or any of Our group companies. Payments You make will be applied in such order of application as We may determine in Our discretion.
- 2.3 Value Added Tax at the applicable rate will be paid by You on all appropriate payments.
- 2.4 You agree that the Rentals have been calculated on the assumption that the bases, rates and treatment of corporation tax, capital allowances and VAT allowed or in force at the date of this Agreement will remain unchanged for the period of the Agreement and that We will be entitled to reclaim any VAT in relation to the purchase price of the Products and charge VAT in respect of each Rental. If after the commencement of this Agreement there are any changes in the above assumptions and/or such assumptions prove to be incorrect You shall pay Us, if called upon to do so, by way of increased Rentals or lump sum payable on demand, such sum or sums as are required to place Us in the financial position (as regards this Agreement) which We expected had not such changes occurred, and/or such assumptions had not proven to be incorrect. Our certificate of the increased Rentals or lump sum as the case may be shall be final and binding upon You and shall remain payable notwithstanding the termination of this Agreement for whatever reason.

## 3. USING THE PRODUCTS

- 3.1 You are responsible for keeping the Products in good condition at Your own cost. All damage, other than fair wear and tear, must be made good. All replacement and attached parts become part of the Products and Ours. No maintenance or other services are provided by Us under this Agreement.
- 3.2 You must keep the Products safe and use them safely and in accordance with law and the manufacturer's recommendations, and only for purposes for which they are designed, or built, or are suitable. Any modifications required by law or otherwise will be completed at Your expense.
- 3.3 You must keep the Products in Your possession at the Location, except when they are being repaired, but You must not allow any repairer's lien to arise. You must not deal with the Products or transfer or assign them or any part of them. You must not hold Yourself out as the Owner of the Products; nor may You claim capital allowances.

## 4. INSURANCE

- 4.1 If an insurance claim has to be made You will notify Us of that and You agree that We will take over negotiations with the insurance company, and settle any claim, and We will receive any insurance payments relating to the Products. If You receive any such insurance proceeds You must pay such monies to Us and until such time shall hold such monies on trust for Us.
- 4.2 You must notify Us as soon as possible of any damage to or loss of the Products and 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 Products from further loss.

- 4.3 Any insurance proceeds for the Products at Our discretion may be put towards repair or replacing the Products, or the payments due to Us.

- 4.4 If there is a total loss of the Products for insurance purposes, We may terminate the hiring of the Products and You will pay to Us the amounts set out in Clause 8.

## 5. THE SUPPLIER AND MAINTENANCE

- 5.1 If it is indicated that maintenance charges are a part of the Rental (each a "Maintenance Charge") then We will act as the Supplier's agent to collect the Maintenance Charges from You. You must enter a maintenance contract for the Products with the Supplier ("Maintenance Contract") and that Maintenance Contract must continue for the same period as this Agreement. You must perform Your obligations under that Maintenance Contract. The Supplier will be solely responsible for the maintenance and We are not responsible for any failure by the Supplier to provide it.
- 5.2 We may increase the Rentals by the amount of the increase in the Maintenance Charges due to the Supplier if the Maintenance Contract allows for that and We are So requested by the Supplier.
- 5.3 We shall be entitled to apply amounts received from You first towards satisfaction of the Rental, excluding any Maintenance Charges, notwithstanding appropriation to the contrary. If You do not pay the full Rental amount. We will stop paying the Maintenance Charges to the Supplier, who may stop providing maintenance. This does not affect any of Your obligations to Us under this Agreement.
- 5.4 If this Agreement is terminated the Supplier may bring an action to recover any Maintenance Charges that are due from You under the Maintenance Contract.
- 5.5 Should the Supplier become unable to provide the maintenance or if the Supplier fails to perform any of its other obligations under the Maintenance Contract (each a "Maintenance Failure"), You may by at least one month's written notice tell Us to stop paying the Maintenance Charges to the Supplier and We will reduce the Rentals by the amount of the Maintenance Charges from the next Rental payment date. Even if You stop the Maintenance Charges You may still have obligations to the Supplier.
- 5.6 Clause 5.5 above sets out Your sole right and remedy against Us in the event of a Maintenance Failure, and You shall not be entitled to treat any Maintenance Failure as a repudiation of this Agreement or to terminate it You must continue to pay the Rentals (excluding the Maintenance Charges) to Us in full on the due dates for payment in accordance with clause 2.2 above notwithstanding any Maintenance Failure. This clause does not affect any claim which You may have against the Supplier.

## 6. YOUR ACKNOWLEDGEMENTS

- 6.1 You and We recognise that there is a risk that any products, in particular computer hardware and software may not perform as expected and may not be satisfactory. We both also acknowledge that salespeople acting on behalf of suppliers may make representations about products including computer hardware and software that are difficult to evaluate until delivery and commissioning. When Products are financed the risk of them not working satisfactorily or according to any representations may be assumed by You, by Us, by the supplier, by an intermediary or by an insurer. You and We both appreciate that the allocation of risk is a matter of agreement and You and We have decided that it shall be borne by You.
- 6.2 For that reason, You and We agree that there is no term in this Agreement by which We are responsible for the performance of the Products, whether generally or in relation to any particular purpose. We do not know if any representation was made to You about the Products, but if it was, You acknowledge that it was not made on Our behalf and that You have not entered into this Agreement in reliance on it. You and We also agree that We have not assumed any duty of care towards You.
- 6.3 You represent and warrant that You have obtained from the supplier of the Products all representations, warranties and guarantees You require in relation to the Products including but not limited to its quality, fitness for purpose and description.
- 6.4 It is agreed and acknowledged that no express warranty, condition or undertaking has been given by or on behalf of Us in respect of the Products, except as expressly stated in this Agreement. All conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law. You will not be entitled to a rebate or remission of Rentals whilst the Products are defective, damaged or unusable or for any other reason.
- 6.5 We will, until the hiring of the Products is terminated, at Your expense, give all reasonable assistance to extend to You, so far as We are legally able, the benefit of any manufacturer's guarantees, conditions or warranties in relation to the Products.
- 6.6 In no event will Our liability under this Agreement exceed the aggregate of the Rentals paid by You at the time the liability arises.
- 6.7 In no event will We be liable to You in contract, tort or otherwise including any liability for negligence:
- (a) for any loss of revenue business, Anticipated Savings or profits or any loss of use or value; or
- (b) for any indirect or consequential loss, however arising.
- 'Anticipated Savings' means any expenses which You expect to avoid incurring or to incur in a lesser amount than would otherwise have been the case.
- 6.8 The Supplier is not Our agent to make any statements concerning this Agreement or the Products.

6.9 Nothing contained in this Agreement shall have the effect of excluding or restricting Our liability for death or personal injury resulting from Our negligence in so far as the same is prohibited by law.

#### **7. TERMINATION OF THE AGREEMENT**

7.1 We may terminate this Agreement immediately by giving you written notice, and demand repayment of the amount set out in Clause 8.1, if any of the following events occurs (and if Clause 7.1 (a) or (b) applies, You shall be deemed to have repudiated this Agreement):

- (a) You do not pay any Rental due under this Agreement on the due date for payment or do not pay any other sum due under this Agreement within 5 days of it being due and payable;
- (b) You breach any term of this Agreement and if such breach is remediable You fail to remedy it within 7 days of written notice requiring its remedy;
- (c) (if You are a partnership) any of the partners die, a petition is presented for an administration order to be made in relation to, or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with the creditor of the partnership or the partnership enters into a voluntary arrangement with its creditors;
- (d) (if You are an individual) You die or an application is made for an interim order to be made in relation to You or a petition is presented for a bankruptcy order against You or a trustee in bankruptcy or like officer is appointed over all or any of Your assets or any other steps are taken to appoint an administrator, compulsory manager or other similar officer over You or any of Your assets (or the actual appointment of any of the foregoing);
- (e) there is appointed, or any other procedure or step is taken by any person with a view to appointing, a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer over You or any of Your assets (or the actual appointment of any of the foregoing);
- (f) You arrange or attempt to arrange a composition or scheme with Your creditors or a meeting of creditors is called;
- (g) You cease or threaten to cease to carry on trading or sell or dispose of a substantial part of Your business or assets without Our consent;
- (h) there is any change in Your control (whether direct or indirect), or Your present holding company ceases to be Your legal and beneficial owner (free from all mortgages, charges, liens or other encumbrances) of the whole or any part of Your issued share capital from time to time;
- (i) You are unable to pay Your debts as they fall due (as defined by section 123 or 268 of the Insolvency Act 1986);
- (j) (in Scotland) You become bankrupt or have Your estate sequestrated or execute a trust deed, or a judicial factor is appointed to administer Your estate;
- (k) there is a total loss of the Products;
- (l) any distress execution or other legal process is levied against any of Your assets or an encumbrancer takes possession of any of Your assets, or any security created by You becomes enforceable and the mortgagee or chargee takes steps to enforce the same;
- (m) any guarantee in respect of Your obligations under this Agreement is not or ceases to be fully valid binding and enforceable;
- (n) You or any of Your directors, officers or employees are convicted of or involved in any offence under legislation relating to money laundering and/or acts of terrorism, or fail to comply with any such legislation;
- (o) any representation made or information provided by You or on Your behalf to Us from time to time in connection with the negotiation or continuation of this Agreement is found to be incorrect as to a particular which, in Our opinion, is material; or
- (p) You have provided incorrect information to Us about Your business and financial circumstances which were of material importance in Our decision to enter into the Agreement.

#### **8. YOUR OBLIGATIONS ON TERMINATION**

8.1 On any termination of this Agreement and/or the hiring of the Products for any reason You must immediately pay to Us the Termination Sum as determined in accordance with the Key Information section of this Agreement and comply with Your obligations under clause 9. You will not be entitled to any refund of Rentals or other sums paid in advance if the hiring is terminated for any reason.

#### **9. INSPECTION AND RETURN OF PRODUCTS**

9.1 You must let Us and Our representatives inspect the Products if We give You notice. Upon the termination or expiry of the hiring of the Products We or Our representatives may, subject to giving You any notice required by law, repossess the Products and, (if required by law) under an order of the Court or with Your consent given at that time, enter the Location and or any premises where the Products are or are believed to be located.

9.2 When this Agreement expires, or is terminated, You must return the Products within two days, and in an Average Saleable Condition to an address nominated by Us within the United Kingdom. If You do not You must continue to pay Rentals at the amounts and intervals specified in the Agreement until the Products are received and accepted by Us. The Products must be properly packed for shipment in accordance with the manufacturer's recommendations and specifications, freight pre-paid and insured. If You fail to do so You will be liable for Our costs in recovering the Products and/or restoring them to Average Saleable Condition. "Average Saleable Condition" means that all of the Products are immediately available for use by a third party, other than Yourself, in good working order and condition, free from any defects and without the need for repair or refurbishment, fair, wear and tear excluded. All Products must

be free of markings. You will pay Us on demand for any damage, missing or defective parts or accessories. If all or part of the Products consist of computer equipment 9.3 You must remove all personal data, sensitive data and passwords. Upon expiry or termination of this Agreement and/or hiring the Products for any reason then, notwithstanding the other terms of this clause, if You do not or cannot return the Products to Us for any reason within 30 days of such expiry or termination, including but without limitation because they are a total loss, then You will pay Us forthwith a sum equal to the amount We anticipated the Products would be worth at the end of the Minimum Period assuming they had been returned in Average Saleable Condition.

#### **10. YOUR RIGHTS TO END THE AGREEMENT**

10.1 You may apply to Us to terminate the hiring of the Products during the Minimum Period by giving Us at least 30 days' written notice. If We accept Your request You must pay Us the Termination Sum and in addition an administration fee of £50 plus VAT. You must also comply with Your obligations in Clause 9.2.

#### **11. INDEMNITY AND WAIVER**

11.1 You will be solely responsible for and agree to indemnify, on demand, Us, Our servants, agents and contractors on a full indemnity basis at all times from and against:

- (a) loss, theft, destruction of or damage to the Products from whatever cause arising and whether or not such loss, theft, destruction or damage results from Your negligence or any of Your officers, employees or agents; and
- (b) all actions, claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs (including but without limitation legal costs on a full indemnity basis) and expenses of whatsoever nature which may be brought against Us or which We may suffer, incur or sustain in connection with or arising directly or indirectly out of the purchase, hiring, recovery and sale of the Products except for injury or death caused by Our negligence.

11.2 If We delay in or fail to enforce the terms and conditions of this Agreement or any of Our rights or if We grant any time or indulgence to You this will not prejudice or reduce Our rights and if We waive any breach by You this will not operate as a waiver of a later or a continuing breach.

11.3 The provisions of this clause 11 shall continue to apply notwithstanding termination of this Agreement for any reason.

#### **12. SOFTWARE**

12.1 Where the Products comprise Software then the provisions of this clause apply.

12.2 You have chosen the Software from the supplier of the Software ("Software Supplier") and have requested that We accept the invoice from the Software Supplier. The Rentals are calculated taking into account these amounts but this does not mean that We licence the Software to You or have any right to do so. It is Our obligation to pay the Software Supplier and You are responsible for other obligations including, but without limitation to, any software licence ("Software Licence") obligations.

12.3 All Software supplied to You under this Agreement is provided subject to the licensing conditions and restrictions of the provider of the Software Licence ("Licence Provider") (details of which shall be made available on request if not supplied at the time of delivery of the Products). You must observe and comply with the Software Licence.

12.4 If the Software Licence is terminated by the Licence Provider and/or the hiring of the Products is terminated then You must no longer use the Software and we may request that the Licence Provider terminates Your right to use the Software without further notice.

If You are no longer entitled to use the software then the provisions of Clause 9 will apply in respect of the Products together with all manuals, media and source codes in relation to the Software.

12.5 In relation to the Software it is expressly agreed that:

- (a) You are not licensed by Us to use the Software nor do We give You any other rights to deal with the Software;
- (b) You have previously obtained and/or will obtain in writing to Your complete satisfaction all rights You require to validly use the Software and all licences to use and operate it;
- (c) We give no warranties or representations (express or implied) in respect of the Software and/or any Software Licence and We will have no liability whatsoever to You in relation to the Software and/or Software Licence Including, without limitation its quality, performance, functionality or suitability for any particular purpose and You will indemnify Us and keep Us indemnified against any claims, costs, expenses, damages, liabilities and legal fees that We may suffer or incur as a result of any loss, cost, expense or liability that We may incur in any way whatsoever in connection with Your use or dealings with the Software and/or Software Licence; and
- (d) Your obligation to pay the Rentals and any other amount due to Us shall be unaffected by any claim You may have in respect of the Software and/or Software licence.

#### **13. GENERAL**

13.1 We may assign this Agreement and/or deal in Our rights and the Products, but this Agreement is personal to You and You may not do that.

13.2 If We give You any relaxation of Our rights this does not affect Our ability to enforce Our rights to their full extent.

13.3 We will send all invoices, information, notices, statements and other documentation ("Documents & Notices; to You using the address, e-mail address or phone number that You have provided. We may send the Documents & Notices to You by post or any electronic means (including e-mail, text message or secure website), and, where necessary, We will provide them in a durable format that can be stored by

<p>You. We will always treat You as having received Documents &amp; Notices sent to You electronically unless We know that You have not received them. It is Your responsibility to read the Documents &amp; Notices We send to You and to retain them for Your records. You must notify Us of any changes to your contact details including Your email address.</p> <p>13.4 If any clause of this Agreement is invalid, that will not affect the validity of others.</p> <p>13.5 All the terms of the hire of the Products are in this Agreement.</p> <p>13.6 We may change any of the terms of this Agreement by notifying You at least two months before the change is to take effect.</p> <p>13.7 No person has any rights to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.</p> <p>13.8 In this Agreement references to "We", "us" and "Our" are to WHW Plastics Ltd and its successors and assigns and references to "You", "Your" and "Yourself" are to the Hirer and if the Hirer is two or more people each of them jointly and separately. The words with capital letters refer to the description in the Agreement. "group and/or" group companies mean any company in the WHW Plastics Ltd group of companies.</p> <p>13.9 If You are more than one person, Your obligations will be binding on each person separately and all persons jointly.</p> <p>13.10 You acknowledge and agree that this Agreement, where accessed and signed by You electronically, is deemed to be in writing and that the use of electronic signatures are deemed to be signatures.</p> <p>13.11 You are aware that We do not support or participate in business in jurisdictions that are the subject of embargoes, sanctions or similar measures. You confirm that, You have no offices, investments, activities or planned activities in countries or regions which are the subject of sanctions, embargoes or similar measures imposed by</p>	<p>any of the US OFAC, the EU, the UK government or any other relevant sanctions authority. In the event that You have offices, investments, activities or planned activities in countries or regions which are subject to such sanctions, embargoes or similar measures, You will immediately notify Us.</p> <p>13.12 English law governs this Agreement. Any dispute arising from it shall be subject to the exclusive jurisdiction of the English Courts.</p> <p>13.13 You agree that We are not required to comply with Regulations 9(1), 9(2) and 11 of the Electronic Commerce (EC Directive) Regulations 2002.</p> <p>13.14 If You have a complaint about Our financial product and or related service You have received from Us, please contact Us on 01482 329154 or email customer support info@whwplastics.com. Details of Our complaints procedure are available on Our website. In the unlikely event that Your complaint is not resolved to Your satisfaction, You may be able to refer the matter to the Financial Ombudsman Service (<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>).</p> <p>13.15 WHW Plastics Limited is authorised and regulated by the Financial Conduct Authority.</p> <p><b>14. CONSUMER CREDIT ACT 1974 ("ACT")</b></p> <p>14.1 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, or (iv) the total payments You must make under this Agreement are more than £25,000 including VAT or such other financial limit for the time being set down by the Act and You are entering into the Agreement wholly or predominantly for a business purpose then this Agreement is not regulated under the Act. Any reference in this Agreement to the Act and its consequences do not apply to You, unless You are entering into this Agreement for business purposes, in which case only the statutory references in the business declaration you have signed will be relevant to You.</p>
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Use of Personal Data Statement	
<p>This Use of Personal Data Statement ('Statement') describes how the finance company whose details appear at the beginning of this document ('we', 'us', 'our') collects and processes personal information about you: how this information is used and protected, and your rights in relation to this information. Further details of how we use and protect your personal data are available on request.</p> <p><b>Personal Information we use</b></p> <p>We may be required to collect certain personal information about you by law or as a consequence of the business relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.</p> <p><b>Information we collect directly from you</b></p> <p>Categories of information that we may collect directly from you include your personal details (e.g. name and date of birth), contact details, transaction information and information about your associated persons, such as your spouse, partner, any directors of your company, or other persons with whom you are financially linked ('associated persons'). If you are providing us with personal information about your associated persons, please provide a copy of this Statement to them.</p> <p><b>Information we collect from credit reference agencies and fraud prevention agencies</b></p> <p>We also collect personal information about you and your associated persons from credit reference agencies and fraud prevention agencies. We will search your records (and those of your associated persons) with credit reference agencies and fraud prevention agencies when we receive your application, whether or not the application proceeds. We will also make periodic searches of your records during the life of our contractual relationship with you.</p> <p><b>HOW WE USE YOUR PERSONAL INFORMATION AND THE BASIS ON WHICH WE USE IT</b></p> <p>We may use your personal information for the following purposes:</p> <p><b>Credit reference and fraud prevention checks:</b> we may process your personal information to carry out credit reference checks and for fraud prevention purposes. The personal information we have collected from you may be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the Credit Reference Agency Information Notice available here <a href="http://www.experian.co.uk/crain/index.html">http://www.experian.co.uk/crain/index.html</a> or by contacting us at the details below.</p> <p><b>Identification and authentication and administering the services:</b> we may use your identification information to verify your identity when you access and use our services and to ensure the security of your personal information. We may also process your personal information to administer the finance, services and products you have requested. We may use your personal information for these purposes so that we can comply with our contractual obligations to you.</p> <p><b>Improving our services and marketing analysis:</b> we analyse information about how you use our services to provide an improved experience for all our customers. We also carry out marketing analysis and customer profiling (including with transactional information) and conduct research, including creating statistical and testing information. It is in our legitimate business interests to use the information provided to us for this purpose, so we can understand your needs and identify any issues with our services to improve them.</p>	<p><b>Communicating with you:</b> we may use any categories of your personal information when we communicate with you. It is in our legitimate interests that we are able to provide you with appropriate responses and provide you with notice about our services.</p> <p><b>Exercising our rights:</b> we may use any categories of your personal information to exercise our legal rights where it is necessary to do so, for example to detect, prevent and respond to fraud claims, intellectual property infringement claims or violations of law or the contract.</p> <p><b>YOUR RIGHTS OVER YOUR PERSONAL INFORMATION</b></p> <p>We encourage you to contact us to update or correct your information if it changes or if the personal information we hold about you is inaccurate. You may also have certain rights regarding your personal information. These include the right to access, rectify, erase or port your personal information. You may also have the right to restrict or object to our use of your personal information and to withdraw any consents you have provided us. You also have the right to lodge a complaint with your local data protection authority. If you would like to discuss or exercise such rights, please contact us.</p> <p><b>CREDIT DECISIONS</b></p> <p>In order to determine whether to accept your application for credit, we will analyse your financial history, credit reference records and other relevant information about you (or your associated persons) collected from you and credit reference and fraud prevention agencies. We use this information because it helps us to determine your creditworthiness and suitability for entering into contracts with you.</p> <p><b>INFORMATION SHARING</b></p> <p>We may share personal information relating to you and your associated persons with credit reference agencies and fraud prevention agencies to help us and other organisations make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and your associated persons, managing credit and credit related accounts or facilities and checking details of job applicants and employees. You have a legal right to obtain details of the credit reference and fraud prevention agencies from whom we obtain and to whom we pass information about you. You also have a right to further details explaining how the information held by fraud prevention agencies may be used. If you would like to obtain such information, please contact us. We may also share your personal information with our suppliers and service providers, our group companies, joint venture partners, law enforcement agencies, court, regulators or government authorities, insurers and third-party asset purchasers under certain circumstances.</p> <p><b>STORAGE</b></p> <p>We will keep your personal information for as long as we have a relationship with you. After our relationship with you has ended, we will take into account our legal obligations and regulators' expectations when deciding how long to keep your personal information. We may also retain records to investigate or defend potential legal claims.</p>