

# UNREGULATED AND SECURED ON PROPERTY HIRE AGREEMENT

**NATIONWIDE**  
CORPORATE FINANCE

Agreement number:

T: 01234 240155 Email: hello@nationwidefinance.co.uk

OWNER DETAILS	HIRER DETAILS
<p>Our Name: NATIONWIDE FINANCE LIMITED</p> <p>Our Address: Osier Way Olney Office Park Olney Milton Keynes MK46 5FP</p>	<p>Your business name and trading details</p> <p>Address:</p> <p>Company Reg: Landline:</p> <p>Contact: Mobile:</p>

GOODS DETAILS		
Description:	As per Equipment Schedule No: NFL01 (and NFL02 if applicable)	ID:

RENTAL PAYMENTS - HIRE PERIOD		
Primary Period of Hire:	<input type="text"/> Months	<b>TERM OF AGREEMENT:</b>  This Agreement commences on the Date of this Agreement and the hiring will be for at least the Primary Period of Hire shown opposite plus the three months Rental payable during the three months notice Period which does not start to run until the Primary Period has ended and will continue automatically in the Secondary Period unless or until ended by notice as explained in Clause 1a) overleaf.
Rental amount (exc VAT)	<input type="text"/> £	
Rental amount (inc VAT)	<input type="text"/> £	
Number of Primary Period Rentals	<input type="text"/>	
A Document fee of:	<input type="text"/> £ plus VAT	
Secondary Period Rental amount	<input type="text"/> £	
<b>PAYMENTS:</b> The first Rental is payable on a date between 21 and 28 days after the date of this Agreement shown below which we will notify to you in writing and the further Rentals are payable to follow monthly on the same day of each consecutive month throughout the Primary Period and continuing in the same amount and frequency for the Secondary Period until this Agreement ends by notice given in accordance with Clause 1 a) overleaf.		

THIS AGREEMENT IS NOT A LOAN AND IS NON CANCELLABLE. THERE IS NO COOLING OFF PERIOD	
<u>Charges and fees will be payable by you as follows plus vat:</u> <ul style="list-style-type: none"><li>• Interest at 5% per annum above Finance House Base Rate if you do not pay any Rental or other sum payable on the due date.</li><li>• Our legal costs on an indemnity basis for enforcing this Agreement.</li><li>• £75.00 for being in arrears in excess of three day's which may result in an visit to inspect our goods.</li><li>• £95.00 for each direct debit which may be dishonored, stopped or be unpaid.</li><li>• £125.00 is payable for a Service Risk Fee of on the same date as each Rental until the hiring ends.</li><li>• An Asset Release Fee for the release of security and equipment equivalent to 10% of the price we paid to purchase the Goods under Clause 2 (e).</li><li>• Secondary period rental as above, requiring 3 months notice to end which does not start to run until the Primary Period has ended in accordance with Clause 1a).</li></ul>	
SECURITY: Guarantors will always be required to secure your obligations to us by providing us with legal charge's over property.	
A GUARANTORS HOME MAY BE REPOSSESSED IF THE HIRER FAILS TO PAY US ALL SUMS DUE IN ACCORDANCE WITH THIS AGREEMENT	

YOUR SIGNATURE	WITNESS SIGNATURE
<p>This is a Hire Agreements. Sign it only if you want to be legally bound by its terms.</p> <p>Signature(s) of Hirer(s):</p> <div></div> <p>Under this Agreement the goods do not become your property and you must not sell them. This is not a loan.</p>	<p>Witness Signature: _____</p> <p>Witness Name: _____</p> <p>Witness Address: _____</p>
	OUR ACCEPTANCE
	<p>On behalf of the Owner: _____</p> <p>Signature: _____</p> <p>Date of this Agreement: _____</p>

# UNREGULATED AND SECURED ON PROPERTY HIRE AGREEMENT

**NATIONWIDE**  
CORPORATE FINANCE

## IMPORTANT: USE OF YOUR INFORMATION

We use your personal information for a variety of purposes, please see our Fair Processing Notice at [www.nationwidefinance.co.uk](http://www.nationwidefinance.co.uk) or request a copy. We consider such processing is necessary for our interests in considering applications and is a requirement of entering into an Agreement. You have a right to object to our processing relating to your situation. If you wish to receive information on products from us place a cross in this box. ☐ By signing this Agreement you confirm that you and any other person providing personal data have read and understood our Fair Processing Notice.

DECLARATION FOR EXEMPTION RELATING TO BUSINESS ARTICLES 60C&60O OF FINANCIAL SERVICES MARKETS ACT 2000 REGULATED ACTIVITIES ORDER 200. We are entering this agreement predominantly for the purposes of a business carried on, or intended to be, by us. We understand that We will not have the benefit of the protection and remedies that would be available to 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. We are aware that if I 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 then we\* should seek independent legal advice.

## HIRER'S ACKNOWLEDGEMENT

By signing below you acknowledge and confirm that;

1. a personal guarantee will be required together with either (i) a first charge over your personal/guarantor's residential property and/or business property if there is no current mortgage or other charge, and/or (ii) registration of a Unilateral Notice at Land Registry on your personal/guarantor's residential property and/or business property if a prior mortgage or charge already exists.
2. the finance we offer will not be a loan, it will be a sale and hire back arrangement, you will sell some of your goods to and hire them back from us for a primary term requiring a notice period of 3 months to terminate and which will be followed by a secondary term until the notice period ends
3. we will ask you for personal guarantees, a Debenture and legal charge which will be taken into account when assessing your application for finance. If we are satisfied with the overall security offered and taking into account your financial worthiness, we may at our discretion agree to provide you with finance even though the equipment you have to offer may be worth a similar amount to the replacement value of the goods you wish to be funded.
4. any written or verbal representation, quotation, promise or undertaking in relation to settlement figures, title to Goods or any other variation to the written terms of this Agreement made by any Supplier, broker or other third party in relation to this Agreement does not form part of this Agreement and is superseded by the written terms of this Agreement which is the entire Agreement between us and you as explained in clause 12 (e) overleaf
5. you understand that the Service Risk Fee in clause 2a) is for the collecting of direct debits, maintaining the agreement, sending out VAT statements and settlement figures, the increased risk of the goods if second hand, goods not being covered by deal warranties
6. any settlement figure or sum payable on early termination of this Agreement will include the three month notice period required under clause 1a) to terminate the Agreement, together with all other fees and charges payable under this Agreement had it not been settled or terminated early.
7. the Termination Sum which you will have to pay upon early termination or early settlement of this Agreement will be based upon the remaining total gross rentals shown overleaf in the Rental payments section as also shown in clause 9 (b). This termination sum represents damages and not a supply of services therefore you will not receive a VAT invoice and you cannot reclaim VAT as the Termination Sum is not a VATable supply. We will also have no VAT liability on the Termination Sum.
8. We will collect your first direct debit 21 days after your agreement goes live. The dates we take payments are either the 7, 14, 21 or 28 of each month. We cannot change this so your payment date will be one of these four dates which only we can choose. You must make your payments by DD as any failure to do so or should you cancel or recall a DD for any reason we will treat as a serious breach of your Agreement entitling us to terminate it.

Signature(s) of Hirer

X

## SATISFACTORY CONDITION OF EQUIPMENT

To: NATIONWIDE FINANCE LIMITED

Hirer Email:

Goods Location:

Proprietor's/Director's  
names and addresses:

In accordance with the Agreement the Hirer acknowledges having either taken delivery of the equipment, or that the equipment is already in situation if a sale and hire back, and that the equipment is in good working order. The Hirer authorises the payment of the sale and hire back or supplier invoice. The hirer accepts the goods for the primary period of hire and notice period and acknowledges that there is no trial period or cooling off period once signed.

Name:

Date:

Signature(s) of Hirer

X

## INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT

To: Nationwide Finance Limited Osier Way, Olney, MK46 5FP

Originator's Reference:

Service User Number: 913667

Name of your bank:

Account number:

Branch Sort code:

Account holders Name:

Please pay Nationwide Finance 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 Nationwide Finance Limited and, if so, details will be passed electronically to my bank.

Signature(s)

X

THE DIRECT DEBIT GUARANTEE



• This guarantee is offered by all banks that accept instructions to pay Direct Debits. • If there are any changes to the amount, date or frequency we will notify you 10 days in advance. • If an error is made in the payment of your Direct Debit, by Nationwide Finance Limited or your bank, you are entitled to a full and immediate refund of the amount paid from your bank. If you receive a refund you are not entitled to, you must pay it back when Nationwide Finance Limited asks you to • You can cancel a Direct Debit at any time by simply contacting your bank. Written confirmation may be required.

# TERMS OF AGREEMENT- UNREGULATED AND SECURED ON PROPERTY HIRE AGREEMENT

## 1. Hire

a) We agree to let the Goods specified overleaf to you and you agree to take them on hire for at least the Primary Period and thereafter continuing for an indefinite Secondary Period unless or until you give us at least three months written notice to terminate and such notice will not take effect and start to run until the Primary Period has elapsed even if it is given earlier.

b) Any notice which you give to us under clause 1(a) above must be in writing and be sent to the address shown overleaf and will only be valid and effective from the date we provide you with written confirmation of receipt of such notice on our headed notepaper signed by a person authorised by us.

## 2. Payment

a) You shall pay to us the Rentals, Document Fee and Service Risk Fee in the amounts and at the times specified overleaf during the Primary Period. Rentals and the Service Risk Fee will continue to fall due in the same amount and frequency after the Primary Period and throughout the Secondary Period until the hiring under this Agreement ends upon the expiry of notice as required by Clause 1a).

b) You must pay each Rental on or before its due date without deduction, setoff or counterclaim and your obligation to pay each Rental on the due date is an essential condition of this Agreement which will not be affected by the Goods being unusable or not being in good working order for any reason.

c) Unless otherwise agreed by us at the time of entering into this Agreement all payments must be made by Direct Debit and you must not cancel or recall or fail to satisfy any Direct Debit payment on the date presented for payment for any reason whatsoever.

d) We have the right to charge interest at 5% per annum above Finance House Base Rate from time to time on all over due amounts to accrue on a daily basis.

e) You shall pay our charges listed in the Key Information section overleaf should we have to take any of the actions listed and you must also pay an Asset Release Fee equivalent to 10% of the purchase price we paid to purchase the Goods plus VAT as a prior condition when you are otherwise entitled to have any debenture, charge or unilateral notice we have registered, removed or released or should we, at our discretion, make arrangements for you to regain title to the Goods or for you to substitute any security we take for other security and at any time.

f) You shall pay our costs, expenses and legal costs on a full indemnity basis for anything we incur in connection with this Agreement including, but without limitation, for the preservation, exercise or enforcement of our rights under it. This indemnity shall survive and remain enforceable notwithstanding the termination, settlement, expiry or other discharge of this Agreement.

## 3. Variation of payments

If, during the period of this Agreement there is any alteration in Corporation Tax, Value Added Tax, writing-down allowances or Capital Allowances, we may, by written notice to you, vary the Rentals by such amount or require payment of such additional Rentals as we consider necessary to leave us in the same position as if such event had not taken place.

## 4. Care of Goods

You are responsible for any loss, damage, servicing and repair of the goods.

## 5. Exclusion of our liability

You agree that:

(a) any third party Supplier of the Goods was chosen by you and is not our agent nor authorised to make statements or representations binding upon us;

(b) you will obtain any warranties relating to the suitability or performance of the Goods which you require from the Supplier.

(c) that save in the event of death or injury caused by our negligence, we shall have no liability for the description, condition, suitability or performance of the Goods and any terms otherwise implied by law are expressly excluded to the full extent permitted by law;

(d) in no event will we be liable to you in contract or otherwise including any liability for negligence (save in the event of death or personal injury caused by our negligence) for any loss of revenue, anticipated savings or profits or any loss of use or value or for any indirect or consequential loss;

(e) you will not be entitled to any rebate of Payments if the Goods are, and we shall have no liability to you for any loss suffered by you as a result of the Goods being unusable. You agree for us to exclude our liability to you.

## 6. Software

If the Goods include software we exclude all liability to the maximum extent.

## 7. Insurance

You must insure the Goods so that they are covered throughout the hiring for a minimum sum equivalent to or in excess of the price we paid to purchase the Goods or the amount you owe us at any time, whichever is the greater. You must also produce to us, on or before the Date of this Agreement, proof acceptable to us that the Goods are individually described and listed on your insurance policy with the value of each item of Goods specified ("Proof of Insurance") and with our interest noted on the policy. In the event of an insurance claim we may agree, at our discretion, to the Goods being replaced or repaired and provided you continue to pay Rentals when due under this Agreement. If we do not agree to a replacement or repair this Agreement will terminate and you will be immediately liable to pay to us a Termination Sum as provided in Clause

## 8. Default Events

We shall be entitled to exercise the rights and remedies stated in Clause 9 if; a) you commit any breach of your obligations under Clauses 2(a), 2(b), 2(c), 4, 7, 11 or 12 (h) or any information given to us by you or on your behalf in relation

to this Agreement is not true and correct and which shall in each case be deemed to be repudiatory breaches of this Agreement;

b) a meeting is called of your creditors or if any arrangement, composition or trust deed is made or proposed with or for the benefit of them;

c) you are deemed to be unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or, if an individual or partnership, you appear to be unable to pay your debts within the meaning of section 268 of the said Act;

d) you are a limited company and appoint administrator, receiver or liquidator

e) you cease to carry on business or, being a partnership, it is dissolved;

f) a bailiff or other officer seizes the Goods following a court order;

g) the landlord of the premises takes control of your goods;

h) there is, in our opinion, a material adverse change in your financial position; or any court judgments are made against you or any accounts are filed late at Companies House, or your accounts show a loss or reducing net worth for any year or should two or more direct debits be dishonoured for any reason.

i) you have a debenture or charge attaching to any of your assets or otherwise fail to provide us with good, unencumbered ownership and title to the Goods;

## 9. Default remedies

If any of the events specified in Clause 8 occur we shall be entitled to terminate this Agreement and;

a) demand the immediate return of the Goods; and

b) demand that you immediately pay to us, as a debt, a Termination Sum calculated as follows;

i) arrears of Rentals and other sums due at the date of termination; plus

ii) the balance of all Rentals (plus any Services and Risks Fees ) which would, but for such termination have fallen due for payment up to the end of the Primary Period and Secondary Period including Rentals which would have fallen due in the three month notice period required under Clause 1 a) subject to that total balance being discounted by 2% for accelerated payment.

iii) all other losses, costs, charges and expenses we incur in connection with the premature termination of any funding commitments related to this Agreement;

iv) damages

c) Following termination of the Agreement we will retain in full all sales proceeds of the Goods under any circumstances and you will not be entitled to any credit against the sum specified above or any refund. Your full termination debt will be immediately due.

d) following our giving you advance notice, draw on your Direct Debit such amounts on account of the Termination Sum and at such times and on as many occasions as we shall notify to you in advance until the full amount due to us has been paid.

## 10. Return of Goods

Upon termination of this Agreement, you shall, at our request:

a) return the Goods at your expense to any address in the UK specified by us: or

b) keep the Goods insured under Clause 7 and store them for us at your expense

c) You hereby give us access to enter your premises to repossess them.

## 11. Audit

a) You must permit us to attend your business or home should we choose, to carry out an audit and inspection of the Goods. We will require you to produce your insurance most recent 3 months bank statements and accounts.

## 12. General

a) No relaxation/indulgence we may give to you affects our strict agreement rights.

b) The Goods shall at all times remain our property and you shall neither have nor acquire any right or interest in the Goods except as a bailee.

c) Where two or more persons are named as the Hirer your liability shall be joint and several.

d) The total gross amount shown must be paid on all rentals and fees.

e) This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

f) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

g) Nothing in this Agreement will give any person, other than you or us (or any person we have transferred our rights to), any rights under this Agreement.

h) At all times during the hiring under this Agreement the Goods must have a trade value in excess of the aggregate Rentals due to the end of the hiring and it is your responsibility to ensure that the Goods are worth a trade value in excess of the total Rentals payable under this Agreement when the hiring commences.

i) any settlement figures we quote will always include Rentals payable for the three months notice period specified in Clause 1a).

J) If this Agreement is terminated because you default or otherwise is settled early you will have to pay the Termination Sum based upon the remaining total gross rentals shown in the Rental Payments section as also shown in clause 9 (b). This termination sum represents damages and not a supply of services therefore you will not receive a vat invoice and you cannot reclaim vat as the Termination Sum is not a vatable supply. We will also have no vat liability on the Termination Sum.

k) This Agreement shall be governed by English law.

Signature of Hirer(s): **X**

# UNREGULATED AND SECURED ON PROPERTY HIRE PURCHASE AGREEMENT

**NATIONWIDE**  
CORPORATE FINANCE

Agreement No:

## 0. OWNER DETAILS

Name: Nationwide Finance Limited  
Address: 9 Osier Way, Olney Office Park, MK46 5FP  
Phone: 01234 240155  
Email: hello@nationwidefinance.co.uk

## 1. PARTICULARS OF HIRER

Name:

Address:

Company Reg No:

Phone Numbers:

Email:

Contact name:

## 2. PERSONAL DETAILS

1. Full name:

Home address:

Mobile No:

2. Full name:

Home Address:

Mobile No:

3. Full name:

Home Address:

## 3. THE GOODS

As per Equipment Schedule NFL01 (and NFL02 if applicable)

## 4. CHARGES AND FEES

- Our legal costs on an indemnity basis for enforcing this Agreement.
- £75.00 for being in arrears in excess of three day's which may result in an visit to inspect our goods.
- £95.00 for each direct debit dishonored, stopped or be unpaid.
- £100.00 is payable for a Service Risk Fee of on the same date as each Rental until the hiring ends.
- A Purchase Fee including asset release charge equivalent to 10% of the price we paid to purchase the Goods plus VAT under Clause 2e)
- Secondary period rental as above, requiring 3 months notice to end which does not start to run until the installments have ended in accordance with Clause 1a).

## 5. DECLARATION OF EXEMPTION

DECLARATION FOR EXEMPTION RELATING TO BUSINESS ARTICLES 60C & 60O OF THE FINANCIAL SERVICES & MARKETS ACT 2000 (REGULATED ACTIVITIES) ORDER 200

- We are entering this agreement wholly or predominantly for the purposes of a business carried on by us or intended to be carried on by us.
- We understand that I/We will not have the benefit of the protection and remedies that would be available to 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.
- 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 then I/we should seek independent legal advice.

## 6. SATISFACTORY CONDITION OF EQUIPMENT

To: NATIONWIDE FINANCE LIMITED Date: Hirer Email:

Goods location:

In accordance with the Agreement the Hirer acknowledges having either taken full delivery of the equipment, or that the equipment is already in situation if subject to a sale and hire back, and that the equipment conforms with the Hirer's requirements. The Hirer hereby authorises Nationwide to pay the sale and hire back invoice or the supplier invoice. The hirer accepts that there is no cooling off or cancellation period once signed.

Name:

Signature(s) of Hirer:

X

## 7. INSTRUCTION TO YOUR BANK TO PAY DIRECT DEBITS

To: Nationwide Finance Limited Osier Way, Olney , MK46 5FP

Bank Name:

Account number:

Branch sort code:

Account Name:

Originator's Reference:

Service User Number: 913667

Please pay Nationwide Finance 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 Nationwide Finance Limited and, if so, details will be passed to my bank.

THE DIRECT DEBIT GUARANTEE



X

• This guarantee is offered by all banks that accept instructions to pay Direct Debits. • If there are any changes to the amount, date or frequency we will notify you 10 days in advance. • If an error is made in the payment of your Direct Debit, by Nationwide Finance Limited or your bank, you are entitled to a full and immediate refund of the amount paid from your bank. If you receive a refund you are not entitled to, you must pay it back when Nationwide Finance Limited asks you to • You can cancel a Direct Debit at any time by simply contacting your bank. Written confirmation may be required.

# UNREGULATED AND SECURED ON PROPERTY HIRE PURCHASE

**NATIONWIDE**  
CORPORATE FINANCE

## 8. FINANCIAL DETAILS

Cash price excl. VAT	£
Add VAT at 20 %	£ 0.00
Total cash price incl. VAT	£
Less: Deposit	£ 0.00
Amount Financed	£
Documentation Fee	£

The total finance charges comprised within the Payments excluding doc fee  
£0.00

A Purchase Fee including an asset release charge of the equivalent of 10% of the Cash Price of the goods plus vat will be payable in addition to the installments and any Secondary Rentals if the Hirer exercises the option to purchase the Goods and in the circumstances described in clause 2.f).

A Services and Credit Risk Fee of £100.00 per month is payable with each installment.

Initial Hire Period: Months

## 9. PAYMENT

	Number	Frequency	Amount	Due dates
Installments		monthly	£	Starting on the date we notify to you
Secondary Period		monthly	£	Starting on the date we notify to you

## 10. HIRER'S DECLARATION AND SIGNATURE

By signing below you acknowledge and confirm that;

1. A personal guarantee will be required together with either (i) a first charge over your personal/guarantor's residential property and/or business property if there is no current mortgage or other charge, and/or (ii) registration of a Unilateral Notice at Land Registry on your personal/guarantor's residential property and/or business property if a prior mortgage or charge already exists.
2. You may also be able to get a standard business loan agreement or some other form of finance with another funder. You might be able get cheaper funding or approval from another funder if you approach them directly. The finance offered will not be a loan but instead will be a sale and hire purchase back arrangement, you will sell some of your goods to and hire them back from us for a primary term requiring a notice period of 3 months to terminate and which will be followed by a secondary term until the notice period ends.
3. We will ask you for personal guarantees, a Debenture and legal charge which will be taken into account when assessing your application for finance. If we are satisfied with the overall security offered and taking into account your financial worthiness, we may at our discretion agree to provide you with finance even though the equipment you have to offer may be worth a similar amount to the replacement value of the goods you wish to be funded.
4. this Agreement was complete in all respects when presented to you for signature and you have read and understood all of the terms of the Agreement;
5. any written or verbal representation, quotation, promise or undertaking in relation to settlement, title to Goods or any other variation to the written terms of this Agreement made by any Supplier, broker or any other third party in relation to this Agreement does not form part of this Agreement and is superseded by the written terms of this Agreement which is the entire Agreement between us and you as explained in clause 13 (e) overleaf
6. any settlement figure or sum payable on early termination of this Agreement will include the rentals due for the three month notice period required under clause 1(a) to terminate the Agreement, together with all other fees and charges payable under this Agreement had it not been terminated early.
7. We will collect your first direct debit 21 days after your agreement goes live. The dates we take payments are either the 7, 14, 21 or 28 of each month. We cannot change this so your payment date will be one of these four dates which only we can choose. You must make your payments by DD as any failure to do so or should you cancel or recall a DD for any reason we will treat as a serious breach of your Agreement entitling us to terminate it.

Signature(s) of Hirer:

X

## 11. IMPORTANT: USE OF YOUR INFORMATION

We use your personal information for a variety of purposes, you can find information by reading our Fair Processing Notice at [www.nationwidefinance.co.uk](http://www.nationwidefinance.co.uk). We consider that such processing is necessary for our legitimate interests in considering applications and it is a requirement of entering into an Agreement. You have a right to object to our processing your information on grounds relating to your particular situation. By signing this Agreement you confirm that you and any other person providing personal data in connection with this Agreement have read and understood our Fair Processing Notice.

### YOUR SIGNATURE

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

Signature(s) of Hirer(s):

X

Under this Agreement the Goods do not become your property until you have paid the Balance Outstanding and Purchase Fee. You must not sell them before then. This agreement is not a loan.

### WITNESS SIGNATURE

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

### OUR ACCEPTANCE

On behalf of the Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of this Agreement: \_\_\_\_\_

# TERMS OF AGREEMENT – UNREGULATED AND SECURED HIRE PURCHASE AGREEMENT

## 1. Hire

a) You shall pay to us the Installments, Secondary Period Installments, (together referred to as "Payments"), Document Fee and Services and Risks Fee in the amounts and at the times specified overleaf and below. Installments and the Special Risk Fee will continue to fall due in the same amount and frequency after the Initial Hire Period until the hiring under this Agreement ends.

b) Secondary Period Installments in the same amount and frequency as the Installments are payable from the date when the Initial Hire Period ends until the hiring is terminated in accordance with Clause 1 a).

## 2. Payment

a) You shall pay to us the Instalments, Secondary Rentals, (together referred to as "Payments"), Document Fee and Half Yearly Management Fee together with the Special Risk Fee in the amounts and at the times specified overleaf and below. Rentals and the Special Risk Fee will continue to fall due and the Annual Management Fee in the same amount and frequency after the Initial Hire Period and until the hiring under this Agreement ends.

(b) Secondary Rentals in the same amount and frequency as the Instalments are payable from the date when the Initial Hire Period ends until the hiring is terminated in accordance with Clause 1 a).

c) You must pay each Payment on or before its due date without deduction, set off or counterclaim and your obligation to pay each Payment on the due date is an essential condition of this Agreement which will not be affected by the Goods being unusable or not being in good working order for any reason.

d) Unless otherwise agreed by us at the time of entering into this Agreement all Payments must be made by Direct Debit and you must not cancel or recall or fail to satisfy any Direct Debit payment on the date presented for payment for any reason whatsoever.

e) We have the right to charge interest at 5% per annum above Finance Base Rate from time to time on all over due amounts on a daily basis.

f) You shall pay our charges listed in accordance with our current tariff, available on request, should we have to take any of the actions listed because you default in performing any of your obligations under this Agreement and you must also pay an Asset Release Fee equivalent to 10% of the purchase price we paid to purchase the Goods plus VAT as a prior condition when you are

g) otherwise entitled to have any debenture, charge or unilateral notice we have registered, removed or released or should we, at our discretion, substitute any security we take for other security and at any time. The Asset Release Fee will be charged and payable on each and every such occasion.

h) You shall pay our costs, legal costs and expenses on a full indemnity basis for anything we incur in connection with this Agreement including, but not without limitation, for the preservation, exercise or enforcement of our rights under it. This indemnity shall survive and remain enforceable notwithstanding the termination, settlement, expiry or other discharge of this Agreement.

## 3. Variation of payments

3.1f, during the period of this Agreement there is any alteration in Corporation Tax, Value Added Tax, writing-down allowances or Capital Allowances, we may, by written notice to you, vary the Payments by such amount or require payment of such additional Payments as we consider necessary to leave us in the same position as if such event had not taken place.

## 4. Care of Goods

You are responsible for any loss, damage, servicing and repair of the goods.

## 5. Exclusion of our liability

You agree that:

(a) any third party Supplier of the Goods was chosen by you and is not our agent nor authorised to make statements or representations binding upon us;

(b) you will obtain any warranties relating to the suitability or performance of the Goods which you require from the Supplier.

(c) that save in the event of death or injury caused by our negligence, we shall have no liability for the description, condition, or performance of the Goods and any terms otherwise implied by law are expressly excluded to the full extent permitted by law;

(d) in no event will we be liable to you in contract or otherwise including any liability for negligence (save in the event of death or personal injury caused by our negligence) for any loss of revenue, anticipated savings or profits or any loss of use or value or for any indirect or consequential loss;

(e) you will not be entitled to any rebate of Payments if the Goods are, and we shall have no liability to you for any loss suffered by you as a result of the Goods being unusable. You agree for us to exclude our liability to you.

## 6. Software

If the Goods include software we exclude all liability to the maximum extent.

## 7. Insurance

You must insure the Goods so that they are covered throughout the hiring for a minimum sum equivalent to or in excess of the price we paid to purchase the Goods or the amount you owe us at any time under this Agreement, whichever is the greater. You must also produce to us, on or before the Date of this Agreement, proof acceptable to us that the Goods are individually described and listed on your insurance policy with the value of each item of Goods specified ("Proof of Insurance") and with our interest noted on the policy. If you fail to provide Proof of Insurance and on time as required by this Clause we will automatically increase the Services and Risks Fee up to an amount of no more than £ 300 per month in total and give you notice that the increase will remain and be applied to each Services and Risks Fee on the date due unless or until you produce the required Proof of Insurance in compliance with this Clause. The increase in the Services and Risks Fee incurred during any period when you fail to provide Proof of Insurance will not be refundable under any circumstances. In the event of an insurance claim we may agree, at our discretion, to the Goods being replaced or repaired and provided you continue to pay all Payments when due under this Agreement. If we do not agree to a replacement or repair this Agreement will terminate and you will be immediately liable to pay to us a Termination Sum as provided in Clause 9.

## 8. Default Events

We shall be entitled to exercise the rights and remedies stated in Clause 9 if;

a) you commit any breach of your obligations under Clauses 2(a), 2(b), 2 (c),4

7,11 or 13 (h) or any information given to us by you or on your behalf in relation to this Agreement is not true and correct and which shall in each case be deemed to be repudiatory breaches of this Agreement;

b) a meeting is called of your creditors or if any arrangement, composition or trust deed is made or proposed with or for the benefit of them;

c) you are deemed to be unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or, if an individual or partnership, you appear to be unable to pay your debts within the meaning of section 268 of the said Act;

d) you are a limited company and any steps are taken or a petition is presented for the appointment of an administrator, receiver or liquidator;

e) you cease to carry on business or, being a partnership, it is dissolved;

f) a bailiff or other officer seizes the Goods following a court order.

g) the landlord of the premises takes control of your goods;

h) there is, in our opinion, a material adverse change in your financial position; or

i) any Court judgments are made against you or any notice of intention to strike off the register is advertised or any accounts are filed late at Companies House, or should your accounts show a loss or reducing net worth for any year or should two or more direct debits be dishonoured or rejected for any reason.

j) you have a debenture or charge attaching to any of your assets or otherwise fail to provide us with good and unencumbered ownership and title to the Goods;

## 9. Default remedies

If any of the events specified in Clause 8 occur we shall be entitled to terminate this Agreement and;

a) demand the immediate return of the Goods; and

b) demand that you immediately pay to us, as a debt, a Termination Sum calculated as follows;

i) all arrears of Payments and other sums due at the date of termination; plus

ii) the balance of all Installments ( plus any Services and Risks Fee ) which would, but for such termination, have fallen due for payment up to the end of the Initial Hire Period and Secondary Period including Secondary Period Installments which would

have fallen due in the three month notice period required under Clause 1 a) , subject

to that balance being discounted by 2% for accelerated payment;

iii) all other losses, costs, charges and expenses we incur in connection with the

premature termination of any funding commitments related to this Agreement;

iv) damages

(c) Following termination of the Agreement we will retain in full all sales proceeds of the Goods under any circumstances and you will not be entitled to any credit against the sum specified above or any refund. Your full termination debt will be immediately

due.

d) following our giving you advance notice, draw on your Direct Debit such amounts on account of the Termination Sum and at such times and on as many occasions as we shall notify to you in advance until the full amount due to us has been paid.

## 10. Return of Goods

Upon termination of this Agreement, you shall, at our request:

a) return the Goods at your expense to any address in the UK specified by us: or

b) keep the Goods insured under Clause 7 and store them for us at your expense.

c) You hereby give us access to enter your premises to repossess them.

## 11. Audit

a) You must permit us to attend your business or home should we choose, to carry out an audit and inspection of the Goods. We will require you to produce your insurance most recent 3 months bank statements and accounts.

## 12. Option to Purchase

Provided that you are not in breach of any obligation under this Agreement and provided that no other event described in Clause 8 shall have occurred and provided that the hiring has not previously been terminated by us, you will have the option to purchase the Goods subject to the Agreement having been terminated by you by your having given notice in accordance with Clause 1 a) and after any notice period required by Clause 1 a) has expired. Subject thereto, you may exercise this option by making payment to us of the whole of the Balance Outstanding together with the Purchase Fee.

## 13. General

a) No relaxation/indulgence we may give to you affects our agreement's strict rights

b) The Goods shall at all times remain our property and you shall neither have nor acquire any right or interest in the Goods except as a bailee or, in Scotland, a hirer.

c) Where two or more persons are the Hirer your liability shall be joint and several.

d) This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

f) Nothing in this Agreement will give any person, other than you or us (or anyone we have transferred our rights to), any rights under this Agreement.

g) Any settlement figures we quote will always include Secondary Period Installments payable for the three months notice period specified in Clause 1a).

h) At all times during the hiring under this Agreement the Goods must have a trade value in excess of the aggregate Payments due to the end of the hiring (including any period of notice required to terminate) and it is your responsibility to ensure that the Goods are worth a trade value in excess of the total Payments payable under this Agreement when the hiring commences.

i) This Agreement shall be governed by English law.



# EQUIPMENT SCHEDULE FOR UNREGULATED AND SECURED ON PROPERTY HIRE AGREEMENT

**NATIONWIDE**  
CORPORATE FINANCE

Hirer:

This schedule shall be read and construed as forming part of the agreement numbered:

Made between the undersigned and Nationwide Finance Limited and dated the:

## Schedule Reference Number NFL01

This equipment schedule includes all general Items and goods, accessories, shop fittings including all fixtures and fittings within the above named business.

1 x Website template with: coding, design, content, written copy, images, graphics, domain names, Logos, all associated IP, assets, images inc templates that sit on the domain, including all: associated software, systems, design and content, technical innovations, functionality, text based HTML, CSS, JavaScript code.

Hirer's Signature: Signed for and behalf of the Hirer

X

Director/Owner

Owner's Signature: For and on behalf of Nationwide Finance Limited



# REFINANCE OF GOODS LIST FOR SECURED SALE AND HIRE BACK. THIS IS NOT A LOAN

	DESCRIPTON	DESCRIPTON
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I sign below to confirm that the goods listed above and any goods shown in photos you have taken and any equipment we have verbally given to you over the telephone will form part of the sale and hire back agreement signed on and that the goods will then be retrospectively listed on Equipment Schedule NFL01 (and NFL02 if applicable.)

Please also see Point (v) on the Facility Terms. **THIS IS A SECURED ASSET REFINANCE AGREEMENT - NOT A LOAN**

Signed & approved for & on behalf of

POSITION – Director/Owner **X**

Date