

Contract Hire Agreement

This Agreement is made between Rivermore Limited (the "Lessor") and the Hirer for the hire of the Equipment specified below and on the terms and conditions set out below and overleaf.

SUPPLIER / SERVICE PROVIDER

HIRER

Company Name

Address

Postcode

Telephone Number

Company Registration Number

EQUIPMENT

Manufacturer	Model	Description	Serial Number	Location	Hours Usage Per Annum & Excess Hours Charges
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INSURANCE DETAILS

Company and Address

RENTALS AND MINIMUM PERIOD OF HIRE

The Minimum Period of Hire is _____ months from the Agreement Date. Advance Rental amount £ _____ Followed by a

a minimum of _____ Rentals of £ _____ payable _____ commencing on or within one _____ of Agreement Date.

Maintenance/Serviceing included in this Agreement? Yes or No: _____ If Yes, see clause 3.5 overleaf.

Documentation Fee: £250.00+VAT _____ VAT at the applicable rate is payable with all Rentals and other sums.

DATA PROTECTION

The Hirer authorises credit checks to be made on it and any Director. The information in the Agreement and other additional information about the Agreement and the Hirer's accounts may be given to other companies within the Lessor's Group, the Service Provider, assignees, credit reference agencies and to persons acting on behalf of the Lessor for any of the following purposes: (a) to assist the Lessor and other lenders make credit decisions about you and other persons at the address and for fraud prevention and customer tracing. (b) matters relating to the administration of the Agreement or the Equipment provided. (c) to enable you to receive details about other products or services. If you do not wish to receive information under (c) please advise us. Please see our PRIVACY NOTICE at www.rivermore.com/privacy

HIRER SIGNATURE

Authorised Signature: _____ Signatory Name: _____

I am duly authorised to sign this Agreement and other legal documents on behalf of the Hirer.

Date of Signature: _____ Position: _____ Signatory Email: _____

Email for Annual VAT Invoices: _____

The Hirer confirms all the information the Hirer has provided is true and correct and that it is making this Agreement in the course of its business.

ACCEPTED BY THE LESSOR

The Lessor hereby accepts the Hirer's offer to take the Equipment on hire.

Signed: _____ Agreement Number: _____ Agreement Date: _____

Rivermore Limited, Rivermore House, 3 Summerlea Court, Herriard, Basingstoke RG25 2PN

Tel: 0800 978 8386

Email: info@rivermore.com

www.rivermore.com

TERMS AND CONDITIONS OF HIRE

1. The Lessor, the Hirer and the Agreement

1.1 The Lessor agrees to hire and the Hirer agrees to take on hire the Equipment shown overleaf. The hiring starts on delivery. The Agreement starts on the Agreement Date and continues for at least the Minimum Period of Hire. At the end of the Minimum Period of Hire either party may terminate the hiring by giving three months written notice to the other.

2. Delivery of Equipment and Rentals

- 2.1 The Hirer will pay to the Lessor or the Lessors duly appointed agent: (a) the Advance Rentals and the Documentation Fee when it signs the Agreement; and (b) the Rentals shown overleaf (or as increased or varied under this Agreement) on the dates shown overleaf, and will continue to pay the Rentals at the specified frequency after the Minimum Period of Hire until termination in accordance with clause 1.1 or 5 (as appropriate).
- 2.2 Time of payment will be of the essence of this Agreement. Subject to clause 3.5(g), the Hirer agrees to pay all sums due under this Agreement in full without any deduction or withholding whatsoever, regardless of any equity, set-off or counter claim. The Hirer specifically waives any and all rights of set-off however and whenever arising. If the law requires the Hirer to make any withholding or deduction then the Hirer will pay to the Lessor such further amount(s) as will result in the Lessor receiving and retaining the net sum the Lessor would have received had no withholding or deduction been made.
- 2.3 The Hirer has selected Equipment and the supplier of the Equipment and will inspect and test the Equipment on delivery. If the Equipment is not satisfactory, the Hirer will notify the Lessor in writing within 24 hours of delivery. If no such notification is received by the Lessor the Hirer will be deemed to have accepted the Equipment and to have acknowledged that it is in good working order and satisfactory in every way.
- 2.4 VAT will be added at the rate prevailing on the due date for payment of each Rental and other sum due from the Hirer. Recalled direct debits will be charged to the Hirer at an additional £25.00+VAT per Rental.
- 2.5 If after the Hirer has signed this Agreement the Hirer chooses to pay the Rentals other than by direct debit the Hirer will pay a fee of £25.00 (plus VAT) for each Rental not yet due or 2% (plus VAT) of the Rentals due in the Minimum Period of Hire if greater to compensate the Lessor for administration costs.

3. Maintenance and Repair of the Equipment

- 3.1 The Hirer will keep the Equipment in good condition, allowing for fair wear and tear. The Hirer is responsible for any loss or damage to the Equipment even if it is not its fault.
- 3.2 The Hirer will not use or let anyone use the Equipment illegally. The Hirer will not let anyone obtain any rights over the Equipment, or let anyone take or threaten to take the Equipment to pay any of its debts. The Hirer will keep the Equipment in its possession and under its control at the location overleaf and will not sell, transfer, mortgage, lend or give the Equipment to anyone.
- 3.3 The Hirer will use the Equipment only for the purpose for which it was manufactured in accordance with the manufacturer's recommendations and in a careful manner. The Hirer must tell the Lessor if the operating conditions change. The Hirer must carry out all daily checks and preventative maintenance on the Equipment that is required by the Manufacturer.
- 3.4 The Hirer will allow the Lessor or the Lessor's duly appointed agent at any time to enter its premises to inspect the Equipment and to repossess the Equipment if this Agreement is terminated pursuant to clause 5.
- 3.5 If it is indicated overleaf that the cost of maintenance and/or servicing of the Equipment is to be included in the Rentals paid under this Agreement (such amounts attributable to the cost of such maintenance and/or servicing being the "Maintenance Payments") then the Hirer must enter an agreement with the Service Provider or other third party agreed in writing by the Lessor to maintain and service the Equipment on the following terms:

- (a) the Hirer agrees that it has chosen the Service Provider or other third party using its own skill and judgement and that the Lessor is not responsible for the provision of any of the maintenance or servicing of the Equipment;
- (b) The Lessor will collect the relevant charges and act as the agent for the Service Provider or other third party only for the purposes of collection of those charges. The Lessor will not be liable for any loss of business or profit or other loss in any way arising from any defect in or performance of the Equipment nor for failure to maintain and service the Equipment;
- (c) the Hirer must pay any charges separately levied by the Service Provider or other third party in connection with any services or repairs required outside the maintenance and/or service contract;
- (d) the Hirer must observe and perform all the terms and conditions of the maintenance and/or service contract;
- (e) unless specifically stated otherwise in the agreement the provision of forks and tyres shall at all times be replaced at the cost of the Hirer and only with items approved in writing by the Service Provider or Lessor;
- (f) if the cost of the maintenance and/or servicing under this clause increases the Service Provider may request that the Lessor increase the Rentals and the increase will take effect on an anniversary of the Agreement Date and will be not more than 15% of the Rentals previously payable; and
- (g) if the Service Provider fails to provide maintenance or other services in accordance with the terms of the Maintenance Agreement or fails to perform any of its other obligations under the Maintenance Agreement (each a "Service Failure") then the Hirer shall not be entitled to treat this as a repudiation of this Agreement or to terminate it and in the event of a Service Failure the Hirer's sole right and remedy against the Lessor will be to withhold payment of the Maintenance Payments (as notified by the Lessor to the Hirer). The Hirer must continue to pay the Rentals (excluding the Maintenance Payments) to the Lessor in full on the due dates for payment in accordance with clauses 2.1 and 2.2 above notwithstanding any Service Failure. If this Agreement ends or the Hirer stops paying the Maintenance Payments, the Hirer may still have obligations to the Service Provider. This clause does not affect any claim which the Hirer may have against the Service Provider in the event of a Service Failure.

4. The Hirer's Responsibility to Insure the Equipment

- 4.1 The Hirer shall at all times during the hiring of the Equipment and until it is returned to the Lessor, insure the Equipment (in the joint name of the Lessor and the Hirer and, except in relation to third party claims, with the Lessor named as sole loss payee) under a comprehensive policy without restriction or excess against:
- (a) all risks of loss or damage for the Equipment's full replacement value; and
- (b) third party liability for such amount as the Lessor may require from time to time or, in the absence of any stipulation, for the amount which is prudent in all the circumstances.
- The Hirer must keep the policy in full force and effect and produce the policy to the Lessor if the Lessor requests the same.
- 4.2 If the Equipment is damaged the Hirer must notify the Lessor and must ensure that any insurance proceeds are paid to the Lessor. The Lessor may use the proceeds either in making good damage to the Equipment or replacing the Equipment with equipment of a similar description or payment of sums due from the Hirer. If the Equipment is totally lost for insurance purposes the Lessor may terminate the hiring and the Hirer will pay to Rivermore within 7 days of demand any shortfall between the amount of the insurance monies the Lessor has received (which amount shall be zero if the Lessor doesn't receive any insurance monies) and the amount due on a total loss. The amount due on a total loss shall be the total of the following: (i) the sums calculated in the same way as if the hiring had ended on the date of the total loss and clause 5 applied, plus (ii) an amount equal to the amount the Lessor assumed at the Agreement Date the Equipment would be worth at the end of the Minimum Period of Hire. If the proceeds of insurance that are received by the Lessor together with payments made by the Hirer exceed the aggregate of that sum then any excess will be paid as a rebate of Rentals to the Hirer.
- 4.3 If the Hirer fails to maintain any of the insurances required by clause 4.1 above, the Lessor may (but is under no obligation to do so) pay the relevant premiums or effect the insurances required and the Hirer shall reimburse the Lessor on demand the cost of doing so.

5. The Lessor's Right to Terminate the Agreement

- 5.1 The Lessor may terminate the hiring under this Agreement immediately on written notice if:
- (a) the Hirer does not pay any Rental due under this Agreement on the due date or any other sum due under this Agreement within 5 days of it being due and payable;
- (b) the Hirer breaches any term of this Agreement and if such breach is remediable the Hirer fails to remedy it within 14 days of written notice requiring remedy;
- (c) (if the Hirer is a partnership) the Hirer or any of the partners dies, a petition is presented for an administration order to be made in relation to, or a resolution is passed or the winding up or dissolution of it, 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 partnership creditors, or it enters into a voluntary arrangement with its creditors or any other steps are taken to appoint an administrator;
- (d) (if the Hirer is an individual) the Hirer dies or an application is made for an interim order to be made in relation to the Hirer or a petition is presented for a bankruptcy order against the Hirer;
- (e) the Hirer is unable to pay its debts as they fall due;

- (f) (if the Hirer is a company) a petition is made for the appointment of an administrator, administrative receiver, receiver or liquidator or a like officer or such person is appointed over all or any of its assets or any other steps are taken to appoint an administrator;
- (g) the Hirer arranges or attempts to arrange a composition or scheme with its creditors or a meeting of creditors is called;
- (h) the Hirer ceases or threatens to cease to carry on trading or sells or disposes of a substantial part of its business or assets without the Lessor's consent;
- (i) any other agreement the Hirer has with the Lessor or any company within the Lessor's Group is terminated for default or repudiated by the Hirer;
- (j) the Hirer ceases to be a subsidiary of its present ultimate holding company;
- (k) any event occurs which, in our opinion, has or is likely to have a material adverse effect on the Hirer's business, properties or condition, financial or otherwise or on the Hirer's ability to duly perform and observe the Hirer's obligations under this Agreement.
- (l) any guarantee of any of the liabilities of the Hirer under this Agreement (each a Guarantee) given by any person (each a Guarantor) to the Lessor ceases to be legal, valid, binding or enforceable for any reason or it is alleged that any such Guarantee or any obligation expressed to be performable under any such Guarantee is ineffective for any reason;
- (m) any of the events listed in any of sub-clauses (c) - (k) above occurs in relation to any Guarantor (but as if reference to "Hirer" in such provisions were to the relevant Guarantor and as if reference to "this Agreement" in such provisions were to the relevant Guarantee);
- (n) in any applicable jurisdiction, it is or becomes illegal for the Lessor and/or the Hirer to perform any of its obligations under this Agreement, or the Lessor reasonably considers that there is fraudulent or illegal activity occurring in connection with this Agreement;
- (o) if the Hirer is convicted of any offence relating to money laundering, terrorist financing, bribery and corruption and/or fraud or the Hirer is found by any relevant authority to have breached any anti-money laundering, anti-bribery and corruption and/or anti-terrorist financing laws or regulations;
- (p) if any Sanctions are imposed in relation to the Hirer or any member of the Hirer's Group; or
- (q) the Hirer or any member of the Hirer's Group becomes a Restricted Entity.

5.2 For the purpose of this clause 5:

- "Hirer's Group" means the Hirer and each of its Subsidiaries and Holding Companies from time to time and "member of the Hirer's Group" will be construed accordingly.
- "Holding Company" shall bear the meaning given to that expression in Section 1159 of the Companies Act 2006 or its equivalent in any jurisdiction
- "Restricted Entity" means a person that is: (i) listed on, or owned or controlled by a person listed on, a Sanctions List, or a person acting on behalf of such a person; (ii) located in or organised under the laws of a country or territory that is the subject of country or territory wide Sanctions, or an entity who is owned or controlled by, or acting on behalf of such a person; or (iii) otherwise a subject of Sanctions.
- "Sanctions" shall mean any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.
- "Sanctions Authority" shall mean the: (i) Security Council of the United Nations; (ii) United States of America; (iii) European Union or any present or future member state thereof; and (iv) United Kingdom, and their official institutions or agencies.
- "Sanctions List" means: (i) the Specially Designated Nationals and Blocked Persons list maintained by Office of Foreign Assets Control of the US Department of the Treasury; and (ii) the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury, or any similar list maintained by, or public announcement of a Sanctions designation made by, any Sanctions Authority, each as amended, supplemented or substituted from time to time.
- "Subsidiary" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006 or its equivalent in any jurisdiction.
- 5.3 In the case of paragraphs (a) and (b) of clause 5.1 above the Hirer will be deemed to have repudiated this Agreement on the occurrence of the event referred to.

6. What happens if the Lessor Terminates the Agreement

- 6.1 On termination of the hiring in accordance with clause 5 the Hirer must immediately pay to the Lessor a termination sum ("Termination Sum") equal to the aggregate of:
- (a) all Rentals and any other sums already due and payable under this Agreement and accrued interest on them; (b) the liquidated damages the aggregate of all Rentals that would have been paid by the Hirer if the Agreement had continued for the Minimum Period of Hire less a discount from the date the Agreement was ended to the date each Rental would otherwise have become due for payment at a rate at 2% per annum; (c) all the Lessor's costs in repossessing, insuring, selling, storing and repairing the Equipment; (d) all costs incurred in ensuring the Equipment meets the condition required under clause 9;
- (e) any Excess Hours Charges; and (f) any amount required to maintain the Lessor's rate of return in respect of the hiring.
- 6.2 The Lessor reserves its rights and remedies at law for breach and may enforce such rights and remedies either separately or in conjunction with the provisions of this Agreement.

7. Exclusions of Liability

- 7.1 The Hirer acknowledges it has chosen the Service Provider and has selected the Equipment for its own use and relied on its own skill and judgement. The Hirer expressly agrees and acknowledges that the Equipment is not hired or supplied to the Hirer with any representation, warranty, condition or undertaking whether express or implied concerning the condition, performance, quality, description, hiring, possession, state, transportation, suitability, use or fitness for purpose of the Equipment or subject to any term, representation, warranty, condition or undertaking expressed to be implied by statute, common law or otherwise, and all such terms, representations, warranties, conditions and undertakings are excluded to the full extent permitted by law. The Hirer is not entitled to a rebate or remission of Rentals whilst the Equipment is unusable or for any other reason.
- 7.2 The Lessor is not liable to the Hirer in contract or otherwise for any claim, damage, liability or loss (including consequential loss) or expense of any kind arising directly or indirectly in connection with the Equipment or from any delay in the delivery of or failure to deliver the Equipment or any defect or deficiency in or inadequacy or suitability of the Equipment or its use, performance, servicing or repair. The Lessor does not exclude its liability for death or personal injury caused by its negligence or breach of obligation under this Agreement or anything else which cannot be lawfully excluded.
- 7.3 The Lessor will until the hiring is terminated, at the Hirer's expense, extend so far as the Lessor is legally able, the benefit of any express manufacturer's guarantees and warranties granted to the Lessor in respect of the Equipment.
- 7.4 The Hirer represents and warrants that it has obtained from the supplier and/or manufacturer of the Equipment all representations, warranties and guarantees it requires in relation to the Equipment (save as to title) including but not limited to its quality, fitness for purpose and description.
- 7.5 The Hirer acknowledges that no person not actually employed by the Lessor is or is to be deemed the agent of the Lessor or entitled to make any representation binding on the Lessor.

8. Taxation

- 8.1 (a) The Lessor has calculated the Rentals (amongst other things) that: writing down allowances at the rate in force on the date the Hirer signs this Agreement will be obtained and retained by the owner of the Equipment on a reducing balance basis on the whole of the costs incurred until the Equipment is sold (such balance to include in the next following accounting period such costs if any not included in the accounting period in which the costs were incurred); and
- (b) for each financial year of the Minimum Period of Hire the standard rate of corporation tax will be that prevailing on the date the Hirer signs the Agreement and that there is no change in the law or practices of taxation or accounting as it applies to the owner, the Lessor or the Rentals. If any of these assumptions proves not to be or ceases to be correct then the Lessor may increase the Rentals by the amount required to preserve its rate of return as if such event and such other event which has occurred since the start of the Minimum Period of Hire has not occurred. The Lessor will send a notice of the varied Rentals which will be payable by the Hirer instead of those shown overleaf and the notice shall be binding on the Hirer save for manifest error. If the last Rental has already been paid or the hiring comes to an end the Hirer will pay an additional Rental and the obligation to pay that additional Rental will be deemed to have arisen before the end of this Agreement.
- 8.2 Any calculation of the Lessor's rate of return will take into account all reasonable expenses incurred or to be incurred in calculating, administering or collecting any additional Rental that may be payable. The Lessor will give 7 days notice of any variation of the Rentals hereunder.

