



tower

Creating freedom, to help you do more business

TLLFTLC v2.0

Fixed Term Systemlease Rental Agreement



@towerleasingltd



Tower Leasing Ltd



www.towerleasing.co.uk

Proposal No.:

1 of 6

Tower Leasing Limited is authorised and regulated by the Financial Conduct Authority

Our Details

Tower Leasing Limited, The Columbia Centre, 2nd Floor, Station Road, Bracknell, Berkshire, RG12 1LP ("Owner", "us" or "we")

Your Details

Hirer's Full Business Name: ("you", "your" or "Hirer")

Business Address:

Post Code:

Key Financial Information

Quantity/Make/Model/Description of the Equipment ("Equipment")	Serial Numbers

Rental Payments and Period Of Hire

FIXED PERIOD Months First RENTAL PAYMENT of: £ + VAT = £ Inc VAT
 (in words)

FOLLOWED BY Monthly/Quarterly RENTAL PAYMENTS of: £ + VAT = £ Inc VAT
 (in words)

The First Rental Payment is due on the date of delivery of the Equipment in accordance with clause 1, followed by the Rental Payments which are payable at the intervals to the end of the Fixed Period unless this Agreement is ended earlier in accordance with clause 9 or clause 10. We may increase the amount of Rental Payments under clause 2(c) if you fail to pay by Direct Debit or under clause 2(d) if there is an increase in the rate of corporation tax. If you terminate this Agreement early under clause 10 you must pay us all amounts set out in clause 11 by the date of termination.

Key Information

This Agreement is not cancellable.
 We will charge you under clause 2(f) for the costs and expenses we incur if you breach this Agreement and we have to enforce it, or under clause 8(b) if you fail to return the Equipment when this Agreement ends. Pursuant to clause 13(a) if any payment is not made on time you will be charged interest up to a maximum of 8% pa above the Bank of England Base Rate from time to time on the overdue amount from the date that you should have paid until it is made; in addition, pursuant to clause 13(a) you shall also be subject to a minimum fee of £40 by way of compensation, legal and collection fees. We will charge you the cost of any insurance which may be required under clause 5(d) and, if we arrange insurance, an Insurance Fee pursuant to clause 5(e). If we end your hiring under this Agreement early in accordance with clause 9, you will be liable to pay an amount calculated in accordance with clause 11 and clause 13(a). In the event of an early Termination pursuant to clause 10, you shall pay a reasonable administration charge not to exceed £200 + VAT. You will be charged an Administration Fee of £150 plus VAT which is payable with the First Rental and an Annual Service Fee of £40 plus VAT payable on each anniversary of the Agreement under clause 2(a).
MISSING PAYMENTS - Missing payments could have severe consequences for you and may make obtaining credit more difficult.
IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS
 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. 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.

Your Signature

By signing this Agreement you confirm you have read, understood and agreed to the Terms and Conditions of Agreement. You further confirm that you have seen and read all 6 pages that form this Agreement.

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.

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

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

Name (s): (PLEASE PRINT)

Position (s): (PLEASE PRINT)

The person who signs this Agreement on your behalf warrants to us that he or she is an authorised signatory and by signing will bind you under the Terms and Conditions of Agreement.

Acceptance By Owner : (Authorised Signatory) **Date:**

For and on behalf of Tower Leasing Ltd

Declaration for exemption relating to businesses (articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

I am/We* are entering into this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried on by me/us*. I/We* understand that I/we* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts. I am/We* are aware that, if I/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. * Delete as appropriate

Maintenance Collection

Maintenance Collection - Tick here

By ticking this box you agree to make payment of the Maintenance Payments each in the amount of £ + VAT = £ inc VAT on the same date and frequency as each Rental Payment is due under this Agreement. We will act on your behalf to pass on the Maintenance Payments we receive to your Supplier. The Maintenance Payments may vary should the amount you pay the Supplier change. It is agreed that the Owner is acting as agent only with the Maintenance Collection payments and cannot be held responsible for any non or inadequate service of maintenance by any third party. For the avoidance of doubt any Maintenance Collection or Maintenance Payments (if any) are not part of this Agreement.

Application and Acknowledgement

You apply to Tower Leasing Limited to hire the Equipment. If we accept your application we will do so in reliance on your acknowledgement by signing this Agreement that:

- You have read and understood the Terms and Conditions of Agreement and have received a copy of the Pre-contract Information required for agreements regulated by the Consumer Credit Act 1974;
- You expressly confirm that the Supplier is not our agent and that this is the whole agreement between you and us in accordance with clauses 3(g) and 13(g), and the Equipment has not previously been in your possession;
- All the information within this Agreement is accurate and complete at the time of your signature;
- If you are a body corporate or a partnership of 4 or more persons or you make this Agreement wholly or predominantly for business purposes and the total of the Rental Payments (including VAT) exceed £25,000.00 the Consumer Credit Act 1974 will not apply as explained in clause 12;
- The Supplier does not act as your agent;
- Other than as shown in this Agreement you have not made any payment to any party in relation to arranging or accepting this Agreement;
- You acknowledge that you have chosen the Supplier and the Equipment. You request us to purchase the Equipment for the purpose of you hiring it from us;
- You have assessed the costs relating to the Equipment and this Agreement and confirm that the payments are fair and reasonable;
- You have read and understood the Declaration for Exemption Relating to Businesses contained within this Agreement before signing; and
- With the exception of any maintenance agreement that is not part of this Agreement, relating to the Equipment, you have not entered into any other agreements or arrangements in respect of the Equipment, the financing of the Equipment, the payment of Rental Payments, or otherwise relating to this Agreement whether with us, the Supplier, any introducer or broker or other third party.

Terms and Conditions of Agreement

1. HIRING AND PERIOD OF HIRE

- (a) You agree to hire the Equipment from us for the Fixed Period which starts on the date of delivery of the Equipment in accordance with clause 1(b). The hiring will end upon expiry of the Fixed Period unless terminated earlier pursuant to clauses 9 or 10 below.
 - (b) You must inspect the Equipment and notify us of any apparent problems within 5 days from the date of delivery as otherwise you will be deemed to be completely satisfied with the Equipment whether or not you have also signed a written acceptance certificate.
- ## 2. PAYMENTS
- (a) As soon as the Equipment is delivered you must pay us the First Rental Payment and the Administration Fee. The remaining Rental Payments and Annual Service Fee are then due at the intervals stated within this Agreement for as long as the hiring continues, whether demanded or not.
 - (b) It is an essential condition of this Agreement that we receive all Rental Payments and all other payments by their due dates. Rental Payments must be made in full and without set off, deduction or counterclaim for any reason.
 - (c) It is a condition that all Rental Payments are paid by Direct Debit. If they are not we may increase the amount of each Rental Payment by 3%.
 - (d) If the rate of corporation tax increases during the Period of Hire we may by notice to you increase the amount of Rental Payments due after the date of increase by an amount sufficient to maintain our post tax rate of return.
 - (e) You must pay VAT on all payments due under this Agreement at the rate which applies on the date such payment is due.
 - (f) We are entitled to charge you for the costs and expenses we may incur in enforcing this Agreement following breach by you and these charges must be paid by you on demand.
 - (g) It is a condition of this Agreement that all Rental Payments must still be paid even if the Equipment cannot be used for any reason and regardless of any problems or disputes relating to any services or consumables or failure to supply the same.

3. EXCLUSION OF OUR LIABILITY

- (a) Both parties recognise that there is a risk that the Equipment may not be of satisfactory quality. Where we have financed the Equipment, the risk of the Equipment not being of satisfactory quality may be borne by ourselves, by you, by the Supplier, by an intermediary or by an insurer. Both parties confirm that the allocation of risk is a matter of agreement and that they have agreed that it shall be borne by you, save to the extent that you have been able to obtain a right of recourse against the Supplier and have been able to pass that right to you via an assignment or under the Contracts (Rights of Third Parties) Act 1999.
- (b) It is your responsibility to obtain warranties for the Equipment from the manufacturer or Supplier. If you fail to obtain from the manufacturer of the Equipment or the Supplier express warranties about the Equipment we will endeavour, at your request and cost, to transfer to you the benefits of any manufacturer's or Supplier's express warranties given to us in respect of the Equipment.
- (c) Both parties agree that no other terms are to be implied into this Agreement other than those in Acts as stated within this Agreement (if any) and for those required by law.
- (d) If the law requires a term to be implied into this Agreement, both parties agree that we will not be liable for any breach of such implied terms, because:
 - (i) if the risk of breach of any such terms had been allocated to us we would have charged a higher Rental Payment;
 - (ii) we are not in a position to evaluate and therefore insure against the risk of such a breach, whereas you are in a better position to do so; and
 - (iii) because you have chosen both the Equipment and the Supplier.
- (e) In no event will we be liable to you in contract, tort or otherwise including any liability for negligence for:
 - (i) any loss of revenue, business, anticipated savings or profit or any loss of use or value; or
 - (ii) for any indirect or consequential loss, "Anticipated savings" denotes any expense which you expected to avoid incurring or to incur in a lesser amount than would otherwise have been the case.
- (f) For the avoidance of doubt we do not restrict or exclude our liability in respect of death or personal injury to the extent that it results from our negligence or that of our employees in the course of their employment by us.
- (g) You acknowledge and accept that the Supplier and its sales force are not our agents and are in no way authorised to give warranties or make promises or representations binding on us.
- (h) We are not liable for late delivery of the Equipment nor for any consequential loss, loss of business and/or profit which you may suffer as a result of any breach of our obligations under this Agreement.

4. SOFTWARE

- (a) You are responsible for choosing any software included in the Equipment and for making sure that the software is fit and suitable for your purpose and that it complies with your specification.
- (b) We are not involved in the preparation or specification of the software and you will provide us with a copy of any specifications if we ask you for a copy.
- (c) You are aware that because software is provided for your specific use it has no residual or resale value.
- (d) It is a condition of this Agreement that you will obtain directly from the Supplier a licence to use the software and comply with the terms of any such software licence provided to you by the Supplier. If you breach the terms of the software licence you will have breached this Agreement and we may terminate this Agreement under clause 9. You will also indemnify us against any claim made against us for breach of any software licence.
- (e) You acknowledge that maintenance of any software is not our responsibility and that you must continue to pay all Rentals Payments to us even if the Supplier or any other party does not provide maintenance to your satisfaction or at all or the software cannot be used for any reason.

5. RISK AND INSURANCE

- (a) The Equipment is at your risk from delivery until we recover it or it is returned to us at the end of the Agreement.
- (b) You must insure the Equipment with a reputable insurance company against loss or damage at all times from all insurable risks (including third party and public liability claims) for the greater of the full cost of replacing it or the amount that would be payable under clause 5(h)(ii) to settle this Agreement. You must arrange for the insurance company to put our interest in the Equipment on the insurance policy. If we ask, you must show us acceptable evidence of the insurance policy. You must comply in all respects with the terms and conditions of the relevant insurance policy or policies.
- (c) If you do not show us acceptable evidence of the insurance policy when we ask, we have the right to either:
 - (i) arrange insurance of the Equipment for you; or
 - (ii) take out our own insurance on the Equipment for a suitable period at your expense. We do not have to do this if we choose not to. For the avoidance of doubt, you acknowledge and agree that if we take out our own insurance policy under this clause 5 you shall have no rights under such policy.
- (d) In the event that we arrange insurance for you under clause 5(c)(i) you will pay the full cost of any insurance which we arrange and we will collect the insurance premiums from you with the Rental Payments.
- (e) In the event that we take out our own insurance policy, we shall charge you a fee to cover our costs of doing so (the "Insurance Fee") which shall be subject to VAT (if applicable). Such Insurance Fee shall be collected from you by instalments at the same time as the Rental Payments become due. The payment of the Insurance Fee shall be subject to prior written notice from us specifying the amount plus tax (if any) to be paid thereon and the frequency of payments that shall be required to be made by you. Where we have taken out our own insurance policy you must promptly provide to us all information that we may reasonably require in connection with such insurance including for the avoidance of doubt all information required to enable us to effect such policy and to enable us to make a claim under it. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.
- (f) Notwithstanding the foregoing, you may arrange your own insurance at any time.
- (g) You must notify us immediately in the event of loss or damage to the Equipment and you may not settle any claims without our prior agreement. You agree to hold any insurance proceeds from any insurance that you have effected on trust for us.
- (h) If the Equipment is damaged or stolen and there is a total loss claim, you shall either:
 - (i) with our written permission, replace the Equipment at your own expense and continue with this Agreement and we will give you any relevant insurance monies we receive; or
 - (ii) settle this Agreement by paying us the amounts left owed under clause 11 of this Agreement plus an amount which we anticipated the Equipment would be worth on expiry of the Fixed or Minimum Period (the "Residual Value"). We will deduct the amount of any relevant insurance settlement we obtain from the insurers from the amount you owe us. Except as set out in this clause 5(h), the total loss will not affect this Agreement which will continue. You must also continue to pay all the Rental Payments due under it and any replacement equipment will become our property.

6. MAINTENANCE

- (a) You must keep the Equipment in good condition and must ensure that all necessary maintenance and repairs are carried out by a competent service provider at your expense as soon as possible.
- (b) Where you have entered into a separate service agreement with the Supplier and if you have indicated that you wish us to be your agent for the purpose of transmitting Maintenance Payments to the Supplier then you accept that:
 - (i) You have made separate arrangements with the Supplier for the provision of maintenance services for the Equipment;
 - (ii) We are your agent for this sole purpose and we are not the agent of the Supplier for any purpose, furthermore we will not be held responsible for any service or non-service of the Equipment;
 - (iii) If you fail to pay any Maintenance Payments to us we will not be able to pass on any such payment to the Supplier who may then be entitled to withdraw maintenance services but your obligations to us will remain unaffected;
 - (iv) If the Supplier ceases to provide any agreed maintenance service to your satisfaction you may give us 30 days written notice that the Maintenance Payment should no longer be collected with your future Rental Payments from the next date upon which payment is due but without affecting your obligations to us under this Agreement. Alternatively, we may propose a new service provider but have no obligation to do so;
 - (v) The Maintenance Payments collected may vary by way of increases or decreases to reflect any change in the amount which you are obliged to pay to the Supplier;
 - (vi) The provision of maintenance must be for the full Period of Hire; and
 - (vii) We do not authorise the Supplier, dealer or any person we do not employ to make any statements for us or commit us to any agreement or to make any amendment to this agreement. Neither the Supplier nor any third party by or through whom this transaction was introduced, negotiated or conducted is our agent for any purpose and no liability will attach to us in respect of any statement, misstatement, negligent misstatement, representation, warranty or guarantee made or given by such person.

7. YOUR OTHER OBLIGATIONS

- (a) You may only use the Equipment following the manufacturer's operating instructions and in accordance with all applicable laws, statutes and regulations in a safe and proper manner. You will be responsible for any loss, damage or injury (including death) to the Equipment, people or property which is caused by using the Equipment except death or personal injury caused by our negligence or that of our employees in the course of their employment with us.
- (b) You must keep the Equipment in your possession at the Installation Address specified within this Agreement free from any lien, claim or charge. You must not allow the Equipment to become a fixture.
- (c) If you alter or make any additions or replacements to the Equipment without our written permission in advance, you will be in breach of your obligations to us and we may terminate this Agreement pursuant to clause 9.
- (d) You must not sub-hire the Equipment or attempt to sell it. We must be permitted to affix such plates, labels or other identifying marks to the Equipment as we shall require and you will grant us access to the Equipment at all reasonable times for that purpose subject to our giving you reasonable notice.

- (e) If the Equipment is a motor vehicle you must comply with all statutory and other legal requirements in relation to the vehicle and its operation, pay all the necessary taxes and duties and must ensure that the Equipment is driven only by a duly authorised, licensed and comprehensively insured driver (all risks) in the normal course of your business or for reasonable social, domestic or pleasure use. You will not use (or permit the use of) the Equipment for any purpose for which it is not expressly designed.
- (f) Save as provided in clause 3(f), you are responsible for and must indemnify us, our employees, agents and contractors at all times from and against:
 - (i) loss, theft, destruction or damage to the Equipment from whatever cause arising and whether or not such loss, theft, destruction results from your negligence or that of your employees or agents;
 - (ii) all claims (including claims by any third party or parties), demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs and expenses of whatsoever nature (including, but not limited to, the use or disclosure of data, software or any monetary credit) which may be brought against us or which we may suffer, incur or sustain in connection with our ownership of the Equipment or arising out of this Agreement; and
 - (iii) this indemnity will survive and remain in full force and effect should this Agreement be terminated. In no event shall our liability to you or any third party exceed the aggregate of the Rental Payments payable by you at the time such liability arises (if any).
- (g) You agree that it is not our responsibility to make any alterations to the Equipment (or bear any costs of any such alterations) which may become necessary or compulsory as a result of any change in coinage or the introduction of a European currency. Accordingly, you will, at your expense, procure that any necessary alterations are carried out.
- (h) You must allow us to inspect the Equipment at reasonable times during this Agreement provided we give you reasonable notice.
- (i) You must pay all licence fees, fines, duties, insurance premiums or other payments for the Equipment which are not included in the Agreement.

8. RETURN OF THE EQUIPMENT

- (a) When this Agreement ends you must deliver the Equipment to a place of our choice within the United Kingdom at your expense in the same original, complete working order as when you accepted it taking account of normal wear and tear, resulting from using it properly unless the Equipment has been the subject of a total loss and has not been replaced in accordance with clause 5(h)(i). You further agree to ensure the full removal of any software, monetary credit and/or data (if applicable) relating to Equipment, prior to its return to us.
- (b) If you fail to return the Equipment to us when the Agreement ends we or our appointed representatives or agents may enter any premises where we reasonably believe the Equipment to be located and remove it and you must pay us all the costs and expenses we incur in doing so; in the alternative and at our discretion only, you agree to pay us a sum equal to the Equipment's reasonable replacement cost.
- (c) You agree to perform all of your obligations pursuant to this Agreement until the Equipment has been returned to us. If you fail to deliver the Equipment to us, in accordance with this clause 8 and within 5 working days of the hiring ending you will also pay us on demand a regular amount equal to the Rental Payments (excluding any Maintenance Payment) until you comply with this requirement.

9. TERMINATION

- (a) Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- (b) We may terminate your right to possession of the Equipment under this Agreement by serving the relevant default notice (if applicable), if you act in such a way that we reasonably believe that you are unwilling or unable to meet your obligations under the Agreement.
- (c) You agree that in particular you shall be deemed to be unwilling or unable to meet your obligations if any of the following happens:
 - (i) You fail to pay any amount due under this Agreement or any other agreement with us or any other company in our group of companies within 7 days of it becoming due;
 - (ii) You fail to perform any other obligations under this Agreement or any other agreement with us or any other company in our group of companies and if remediable, fail to remedy it within 7 days of us giving you notice specifying the breach;
 - (iii) You cease trading, enter into a voluntary arrangement, have a bankruptcy petition presented against you or make any arrangement with creditors;
 - (iv) (If you are a limited company) you cease trading, have an administrator or receiver appointed or enter into any form of liquidation;
 - (v) You allow a judgment to remain unsatisfied for 7 days or allow assets to be seized under a court judgment;
 - (vi) You undergo a change in control (whether direct or indirect) or your present holding company ceases to be the legal and beneficial owner (free from encumbrances) (if applicable) of the whole or any part of your issued share capital from time to time or your assets are transferred to another party; or
 - (vii) Being an individual having a petition for a bankruptcy order, for sequestration made against you; die; are subject to an order for the administration of your estate; become apparently insolvent; grant a trust deed for the benefit of your creditors or enter into any composition contract with your creditors; or
 - (viii) Being a partnership, are dissolved or have a judicial factor appointed to you or become subject to any of the events set out in clause 9(c)(vii);
 - (ix) Any event occurs which has or is likely to have in our sole opinion a material adverse effect on your business, properties or condition, financial or otherwise, or on your ability to duly perform and observe any of your obligation under this Agreement;
 - (x) You make any statement, representation or warranty under or in relation to this Agreement or any other agreement with us which is or becomes materially incorrect; or
 - (xi) If you or any of your partners or anyone who guaranteed the Agreement or any other company in your group of companies is or suffers any of the events specified in the clauses between 9(c)(i) to 9(c)(x) inclusive.

10. EARLY TERMINATION BY YOU

- (a) If you wish to terminate this Agreement you must give us notice of termination in accordance with clause 1(a) and you must pay us without deduction the sums set out in clause 11. In addition to the sums pursuant to clause 11, you agree to pay us a reasonable administration charge not to exceed £200. Upon termination the Equipment must be returned to us as set out in clause 8.
- (b) All requests for a quotation of the sum required must be made to us by you in writing.

11. PAYMENTS DUE ON TERMINATION

- (a) Upon termination, you will pay us as a debt:
 - (i) Any Rental Payments and other charges already due and/or unpaid at the date of termination;
 - (ii) the remaining Rental Payments (excluding future Maintenance Payments) which would have become due for the full Period of Hire less a discount of 3% per annum on the amount of all such Rental Payments as a credit to you to reflect the fact that we have become entitled to receive payment early; and
 - (iii) All our other losses, costs, charges and expenses we incur in connection with the premature termination of any funding commitments related to this Agreement.
- (b) In the event of a termination under clause 9 only (and when the Equipment is re-delivered to us and the Residual Value is zero), we shall credit you with the net proceeds of any sale of the Equipment (the value of which will be at our sole discretion), which we are able to arrange after deduction of all of our expenses and administration costs.

12. NON REGULATED AGREEMENTS

- (a) If you are a corporate body or a partnership of 4 or more persons or you make this Agreement wholly or predominantly for business purposes and the total of the Rental Payments (including VAT) exceed £25,000.00, then this Agreement is not subject to the Consumer Credit Act 1974 and any statement or notice in this Agreement, or any copy of this Agreement, about the Act does not apply to you.

13. MISCELLANEOUS

- (a) Any payment missed or not made on time will attract interest, compensation and our reasonable costs in collecting such payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.
- (b) If we do not enforce all of our rights under this Agreement or if we delay in doing so or allow some form of indulgence to you we do not thereby give up any rights and all the Terms and Conditions of this Agreement shall remain enforceable against you. If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- (c) Where you are two or more parties to this Agreement, as Hirer, you are both liable jointly and severally and we may enforce the Agreement against all or any of you.
- (d) A certificate issued by one of our Senior Managers or Directors as to any amount owing under this Agreement will be binding and conclusive against you unless it is clearly wrong.
- (e) Any notice must be in writing and is deemed served on the same day as it is sent by facsimile or delivered by hand or two days after the date it is posted first class.
- (f) We may transfer all or any of our rights and duties under this Agreement without notice to you. You must not transfer your side of this Agreement. We may introduce you to a Finance Company to whom the benefit of this Agreement and/or the Equipment may be transferred or assigned or we may, at our discretion, finance the Agreement and the hiring of the Equipment ourselves.
- (g) This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, statements, assurances, warranties, representations and understandings between them or any third party, whether written or oral, relating to its subject matter.
- (h) By signing this Agreement you agree that the Contracts (Right of Third Parties) Act 1999 will not apply except where we fund the Equipment by assigning the benefit of this Agreement and in which case the assignee shall be entitled to enforce the provisions of this Agreement as if they were a party hereto.
 - (i) A commission may be received by us from any third party finance company who we introduced to finance this Agreement (each a "Finance Company"). You may have been introduced to us by a third party and you agree that we may pay an appropriate introducer fee or commission (if any) to that third party.
 - (j) Any party may agree to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each party's manuscript signature.
- (k) Clause scheduling any paragraph headings shall not affect the interpretation of this Agreement.
- (l) Pages 1 to 6 form this Agreement and shall have effect as if set out in full in the body of this Agreement.
- (m) The data that we or the Finance Company collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or the Finance Company or for one of its suppliers. Such staff may be engaged in, among other things, the processing of your payment details and the provision of support services. We or the Finance Company will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with ours or the Finance Company's privacy policy or equivalent contractual safeguards to those that are contained in the Data Protection Act 2018 as amended from time to time.
- (n) This Agreement is governed by the Law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

Lease Calculations

Equipment Pricing

Price of the Equipment (after any trade in allowance) £ + VAT

+

Amount required to terminate existing agreements £ + VAT

=

Total price upon which Rental Payments are calculated £ + VAT

Settlement Undertaking

Where the total price of the Equipment includes an amount to terminate existing agreements between you, the customer and:

Name of Finance Company

Agreement Number

Amount £

The Supplier undertakes to settle on your behalf the existing agreement referred to above upon acceptance of this Agreement to which this calculation sheet refers by the finance company to whom it is proposed.

Lease Calculation

First Rental £ + VAT Followed By Rental Payment (s) of £ + VAT

Payment Frequency Total of Rental Payments £ + VAT Fixed Period in months

Rate per £1,000 of Total Price £ + VAT

If the Equipment consists of telecoms equipment, the Rental Payments (including any Maintenance Payment incorporated within the Rental Payments) do not include provision for the supply of any telephone line, network, call charges and/or provision of any other services it is the sole responsibility for the Hirer to procure any telephone line, network, call facility and/or other services required by you in respect of the Equipment at your own cost. You will be obliged to pay the Rental Payments in full even if the Equipment cannot be used for any reason, and/or regardless of any problems or disputes relating to the provision or supply, or failure to supply any telephone line, network, call facility and/or any other related services.

Your Contact Details

Title: First Name: Surname:

Position in Company/Firm: Email Address:

Telephone Number: Fax Number:

Description of Business: Number of Years Established:

Company Reg. Number: Parent Company Reg. Number:

Installation Address:

Post Code:

Your Supplier's Details

Company Name:

Sales Person: Telephone Number:

Contact Us

Address: The Columbia Centre, 2nd Floor, Station Road, Bracknell, Berkshire, RG12 1LP
 Telephone: 01753 837050
 Email: office@towerleasing.co.uk
 Website: www.towerleasing.co.uk

If you have a complaint about an Agreement, please complain to us first. We will acknowledge your complaint and write to you within 8 weeks either confirming our final position or explaining why we are unable to assist. If you are dissatisfied with how we deal with your complaint and you are not a business customer, you have the right to refer your complaint to the Financial Ombudsman Service by writing to Exchange Tower, Harbour Exchange, London, E14 9SR, or by telephoning 0800 023 4567, or by emailing complaint.info@financial-ombudsman.org. Businesses may have a right to complain to the Financial Ombudsman Service. The Ombudsman can tell you whether or not they can deal with your complaint.

Instructions to your bank or building society to pay direct debits

Please complete with your Bank or Building Society account details (we will complete the Originator's Reference Number) to instruct your Bank or Building Society to make payments directly from your account.



Originator

Name (s) of Account Holder (s)

Service User Number

Reference (for office use only)

Bank/Building Society Account Number

Branch Sort Code

Instruction to your Bank or Building Society

Please pay the Originator Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with the Originator and, if so, details will be passed electronically to my Bank/Building Society.

Name and Full Postal Address of your Bank or Building Society

To: The Manager Bank/Building Society

Address:

Postcode:

Signature (s):

Date:

Bank and Building Societies may not accept Direct Debit Instructions for some types of accounts.

Proposal No.:

Use Of Your Information

Tower Leasing Limited ("Tower") will be what's known as the 'controller' of the personal data you provide to us. Our company registration number is 02296333 and our registered address is The Columbia Centre, 2nd Floor, Station Road, Bracknell, Berkshire, England, RG12 1LP.

Tower has the right to process such personal data in order to check that you are an appropriate person or business to enter into a supply relationship with, and so such processing is necessary in order for us to enter into a contract with you.

We will use your personal information as follows:

- The information about you in this form may be passed to any person providing or administering funding to us, third party finance companies, Insurers, Credit Reference Agencies ("CRAs"), Equipment Collection Agencies, Fraud Prevention Agencies and Accountancy, Audit, Legal and IT Agencies;
- The said information may be used to carry out "know your client" procedures, help make credit decisions about the Supplier, for fraud prevention, and to administer any funding Agreement and the services provided by the Supplier;
- We may search your records at one or more CRAs, who will add to your record details of our search and your application;
- Details of your Agreement with us and your payment history may be added to your records at the CRAs, and can then be used by us and other organisations to make credit assessments in the future;
- A joint application, and any reference in your application to a business or financial partner, may result in the CRAs associating you with the other party when future applications by either of you are considered;
- We may use a credit scoring or other automated decision-making system when assessing your application; and/or
- A failure to provide the personal data requested will result in us being unable to enter into a supply contract with you.

We will retain your personal information for 7 years after the end of the Agreement.

For further information on which credit reference agencies have been supplied with your details or how your information is used, how we maintain the security of your information and your rights to access/alter and change information we hold on you, please write to us at: The Data Protection Controller, Tower Leasing Limited, The Columbia Centre, 2nd Floor, Station Road, Bracknell, Berkshire, RG12 1LP.

Should you be unhappy with our processing of your personal data, you have a right to complain to the Information Commissioner's Office, which is the regulator for data protection.

Marketing Consent

At Tower Leasing we take your privacy seriously and will only use your information to administer your account and to provide the products and services you have requested from us. However, please tick the box below if you wish to be contacted by us with details of other products, services and events.

Yes, I would like to receive marketing communications from Tower Leasing Ltd.

We would also like to pass your details onto other third party Equipment suppliers, so they can contact you regarding the products, services and offers they provide. We will only do this if you tick the box below.

Yes, I would like to receive marketing communications from other third party Equipment suppliers.

We may invite you to review that decision and you can withdraw your consent or change your preferences at any time. For full details of how we will use your information and who we may share it with, please read our privacy policy at www.towerleasing.co.uk.

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit the Originator will notify you within 10 working days in advance of your account being debited or as otherwise agreed. If you request the Originator to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by the Originator or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when the Originator asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Document checklist (For Supplier use only - Optional)

Before sending to Tower Leasing Ltd, please ensure you have checked/enclosed the following:

Pre-contract Information Sheet: Has been completed and given to your customer.

This Agreement: Has been correctly completed, signed by an authorised signatory and dated.

Direct Debit Instruction: Has been completed, signed by an authorised signatory and dated.

Additional Paperwork: Enclosed as specified on the proposal acceptance.

Your Invoice: Which should match this Agreement.

Checklist for business finance customers

Customers who are introduced by Supplier's are recommended to take the following steps:

1. Ensure with the Supplier that the Equipment is new, or if not that you are content that used or refurbished equipment is suitable, and that the Minimum Period (of hire) is no longer than your expectation of the working life of the Equipment.
2. Always ensure that this completed Agreement corresponds with any verbal or written quotation, and that the Equipment description accurately reflects what you are agreeing to pay for including any Maintenance or services included in the Rental Payments.
3. Ensure that the Supplier of any Equipment involved is reputable and an accredited supplier of the Equipment involved.
4. Make it clear within your own organisation who can sign this Agreement.
5. Read this Agreement carefully before signing it and ensure it is correct, particularly in respect of the Rental Payments and the Minimum Period (of hire). Do not sign this Agreement until it is fully completed. Make sure you retain copies of all documentation.
6. Check the name of the leasing company, and where relevant its parent company, on the page of this Agreement which you sign and whether this company is a member of the FLA.
7. Make sure you understand and agree with all the Terms and Conditions of Agreement.
8. Make sure you understand the costs involved and whether this Agreement allows for any automatic increases in charges.
9. Check the Minimum Period (of hire), any notice period required for its termination and the settlement terms to be applied on any early termination.
10. Check whether this Agreement includes the supply of services and whether this will continue after any Minimum Period (of hire). If you are entering into a separate contract for the provision of service, you should check its terms carefully.
11. If any amendments are made to this Agreement or a further agreement is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
12. If this Agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.
13. If you are unsure of any points contained within this "Checklist for business finance customers" section, then please seek independent legal advice.

Pre-contract Information

Hire Agreement regulated by the Consumer Credit Act 1974 ("Agreement")

Our Details

Tower Leasing Limited, The Columbia Centre, 2nd Floor, Station Road, Bracknell, Berkshire, RG12 1LP

("Owner", "us" or "we")

Your Details

Hirer's Full Business Name:				("you", "your" or "Hirer")
Business Address:				
		Post Code:		

Key Financial Information

Quantity/Make/Model/Description of the Equipment ("Equipment")	Serial Numbers

Rental Payments and Period Of Hire

FIXED PERIOD	<input type="text"/>	Months	First RENTAL PAYMENT of:	£ <input type="text"/>	+ VAT =	£ <input type="text"/>	Inc VAT
	(in words)						
FOLLOWED BY	<input type="text"/>	Monthly/Quarterly	RENTAL PAYMENTS of:	£ <input type="text"/>	+ VAT =	£ <input type="text"/>	Inc VAT
	(in words)						

The First Rental Payment is due on the date of delivery of the Equipment in accordance with clause 1, followed by the Rental Payments which are payable at the intervals to the end of the Fixed Period unless this Agreement is ended earlier in accordance with clause 9 or clause 10. We may increase the amount of Rental Payments under clause 2(c) if you fail to pay by Direct Debit or under clause 2(d) if there is an increase in the rate of corporation tax. If you terminate this Agreement early under clause 10 you must pay us all amounts set out in clause 11 by the date of termination.

Key Information

This Agreement is not cancellable.
We will charge you under clause 2(f) for the costs and expenses we incur if you breach this Agreement and we have to enforce it, or under clause 8(b) if you fail to return the Equipment when this Agreement ends. Pursuant to clause 13(a) if any payment is not made on time you will be charged interest up to a maximum of 8% pa above the Bank of England Base Rate from time to time on the overdue amount from the date that you should have paid until it is made; in addition, pursuant to clause 13(a) you shall also be subject to a minimum fee of £40 by way of compensation, legal and collection fees. We will charge you the cost of any insurance which may be required under clause 5(d) and, if we arrange insurance, an Insurance Fee pursuant to clause 5(e). If we end your hiring under this Agreement early in accordance with clause 9, you will be liable to pay an amount calculated in accordance with clause 11 and clause 13(a). In the event of an early Termination pursuant to clause 10, you shall pay a reasonable administration charge not to exceed £200 + VAT. You will be charged an Administration Fee of £150 plus VAT which is payable with the First Rental and an Annual Service Fee of £40 plus VAT payable on each anniversary of the Agreement under clause 2(a).
MISSING PAYMENTS - Missing payments could have severe consequences for you and may make obtaining credit more difficult.
IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS
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. 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.



@towerleasingltd



Tower Leasing Ltd

W: www.towerleasing.co.uk

T: 01753 837 050

The Columbia Centre, 2nd Floor, Station Road, Bracknell, Berkshire, RG12 1LP

Proposal No.:

Tower Leasing Limited is authorised and regulated by the Financial Conduct Authority