

1. Rental Agreement

Customer Number	Deal Ref:
A - The Owner ("We", "Us")	
The owner will be a Cloud Telematics LLP. You agree to be bound by the Terms and Conditions here and in the General Terms overleaf or attached upon acceptance of the Agreement by the Owner.	
Owner's name and address: Cloud Telematics LLP Stratton House 14 Shirley Road Ripley Derbyshire DE5 3HB	

B - Customer ("You", "Your")
Full Name(s) of company/sole trader/ partners plus trading name:
Address:
Postcode:
Tel No.
Fax No.
E Mail.
No. of years trading:
Company Registration No.
Type of Business:
Bank name and address:
Sort Code
Account No.

C - The Equipment
Details/description of Equipment Number, make, model & description
(See Terms 4, 5 & 7 over the page)

D - The Supplier
Supplier's Name: Cloud Telematics LLP Supplier's Address: Stratton House, 14 Shirley Road, Ripley Derbyshire DE5 3HB
Tel No: 01773 768888 Fax No: 08718 728262
(See Term 5 over the page)

Acceptance by the owner
Duly authorised to sign on behalf of the owner

Rental Agreement dated this _____ Day of _____ 20_____

Agreement Number
E - Financial Terms
1 Minimum Period
_____ (in words)
The agreement will continue after the minimum period unless you give us written notice to cancel the agreement at least three months before the end of the Minimum period (see Term 2a in the General Terms). You may terminate this Agreement during the minimum Period by giving us three months written notice and paying the Termination Payment (see Term 2c).
2 Payments
First payment _____ Plus VAT
Followed by a minimum of _____
Payments of _____ Plus VAT
Payment frequency _____
The first payment is payable on the date of this Agreement. Subsequent Payments as shown above are payable following payment of the First Payment. We will write to you to tell when the first such subsequent Payment is payable. Further Payments will be payable on the same date at the Payment Frequency shown above and throughout this Agreement including Payments payable in any continuation of hire after the Minimum Period. The Payment may be increased should the rate of VAT or Corporation Tax be increased (see Terms 3b and 14 in the General Terms). You are required to insure the Equipment. If you do not, we may at your expense arrange equipment insurance cover in accordance with Term 8.
Extra Conditions (if any) _____ Your initials _____

Uses Of Information
Information provided on this form, or in the future, or arising out of your account with us relating to the customer and its directors or proprietors, will be recorded on computer and in other ways and may be used by us as follows:
1. For credit assessment purposes and making enquiries of credit reference agencies, who may keep a record of the enquiry. Credit scoring techniques may be used as part of the decision making process;
2. For sharing the information with credit reference agencies and other companies who, like us, may use it for making credit decisions about you, to assist in fraud prevention and detection and for debt collection and tracing purposes;
3. To contact you (for example by post, fax, telephone or e-mail) with information about other products and services which we think might interest you. We may also pass your information to other lenders who may contact you in these ways. Please tick this box if you do not want to receive this information:
4. For market research or customer care purposes.
5. We may pass your particulars or assign or sell your Agreement to another lender who may use the information about you in the ways set out above.
You have a right of access, on payment of a fee, to personal information that we hold about you on our computer systems.

YOUR DECLARATION AND OFFER:
You apply to hire the Equipment described in Section C from us for use in your business for the Minimum Period upon the terms and conditions here and overleaf. By signing this agreement you are declaring that the information you have given us is correct and you realise we may rely on it to decide whether we should make this Agreement; you have read and understood the terms and conditions overleaf; and you consent to the <u>Uses of Information listed above.</u>

Customer(s) Signature(s): _____
Name (Block Capitals): _____
Position: _____
Date(s) of Signatures(s): _____
You confirm that the equipment is for use in your business and that under this Agreement the Equipment does not become your property and you must not sell it.

2. General Terms

1. This Agreement

- a. These terms and those over the page make up the whole agreement between you and us. No other terms will apply to this agreement unless we have agreed to them in writing. This agreement is for the hire of the equipment for use in your business. Maintenance or service of the equipment is not provided under the terms of this agreement. Insofar as the equipment consists of the right to use software, we agree to procure for you such right for the period of this agreement.
- b. If two or more people are customers in this agreement they are separately and jointly liable under the terms of it.
- c. You confirm that you live or (if you are a company) are registered in the United Kingdom.
- d. This agreement shall be governed by and construed in accordance with English law. You hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.

2. Period of hire

- a. This agreement will start on the date when the first payment is due, will last for the minimum period and will then continue after the minimum period until it is cancelled. You can cancel the agreement at the end of the minimum period or at any time after by giving us at least three months notice in writing, such notification to be sent by post.
- b. The connection of the equipment to a network or any other facility is your responsibility and this will in no way affect the start of this agreement.
- c. You may terminate this agreement before the end of the minimum period by giving us three months written notice of termination, such notification should be sent by registered post AND paying us the termination payment as set out in term 10.
- d. All requests for a quotation of the termination payment must be made to us by you in writing.

3. Payments

- a. It is an essential condition of this agreement that you make all payments under the agreement on the dates they are due. If you do not make payment on time, this will represent your intention not to continue to abide by this agreement ("Repudiation") and we will be entitled to accept such repudiation.
- b. You must pay VAT on all payments under this agreement at the appropriate rate and we will provide you with VAT invoices or schedules. If the rate of VAT changes this will change the amount of the payments.
- c. The rentals and all other sums payable by the customer will be paid in full on the due dates for payment without any deduction, set off or counter claim.
- d. You will make all the payments by direct debit unless we have agreed otherwise with you. If you stop paying the payment by direct debit we may collect all future payments by invoice and increase the payments up by 3% or £35 plus VAT per payment, whichever is the greater.
- e. If you do not pay any payment under this agreement on time you will pay interest at the rate of 2.5% per month from the date you should have paid until it is paid. On each occasion that a cheque or direct debit is returned unpaid you will pay an administration charge of £50.00 + VAT. In addition a charge of £25.00 +VAT will be levied for each letter sent by us in respect of default.

4. Software

- a. We have agreed with you that the service shall include the licensed use of software.
- b. Insofar as the service consists of software and the right to use the software we agree to procure on your behalf a licence to use the software for the period of this agreement, provided that
 - i. the software shall at all times be the property of and belong to us, and
 - ii. you do not have and shall not acquire any legal interest in such software, and
 - iii. you comply with clause f below.
- c. You undertake to comply with all the terms of the licence to use the software which we have agreed to supply you.

5. Supplier

The supplier or any dealer or any other person not employed by us who may have been involved in introducing this agreement to us is not our agent and has no authority to act as our agent. We are not liable for any statement or warranty made by the supplier, dealer or other person.

6. Conditions using the equipment

- a. You will keep the equipment at all times in your possession and control and except in the case of portable equipment, you will keep it at the location stated in this agreement and you will not move it without our permission. You must let us inspect the equipment at all reasonable times and if we wish permit us to affix labels to the equipment indicating our interests in it.
- b. You will be responsible for maintaining the equipment in good repair and condition, for ensuring that the equipment is used properly and safely and that it complies with all legal requirements for its use. You will be responsible for any damage caused to the equipment apart from that caused by fair wear and tear.
- c. You will be responsible for paying any licence fees, fines, duties, insurance premium and other payments due for the equipment.
- d. You must not alter, improve or add anything to the equipment without our written permission.
- e. You must not transfer the benefit of this agreement or do anything which affects our rights in the equipment including using it as a security for a debt or any other obligation or selling or disposing of it. If the equipment is kept on rented property in Scotland, it will not form part of the landlord's hypothec.

7. Insurance

- a. You shall insure the equipment for its full replacement value with full comprehensive cover against all insurable risks and effect third party liability insurance, in each case with a reputable insurer approved by us. You must arrange for our interests in the equipment to be endorsed on the insurance policy.
- b. You must, on request show us evidence that such insurance is in place and if you do not we may, if we choose (but will not be obliged to), arrange insurance for you in respect of some or all of the relevant insurance risks for such period which we think fit. You appoint us as your agent to arrange for this insurance and you will pay the full cost of the insurance which we will collect from you with the payments.
- c. You must tell us immediately of any insurance claim and you cannot settle any claims without our agreement. You appoint us as your agent for receiving insurance settlements and you must tell the insurance company that any settlements from a total loss claim should be paid to us, as your agent.
- d. If the equipment is lost or stolen or damaged beyond economical repair (a "total loss") then you will, within twenty eight days, either;
 - i. replace the equipment at your own expense (using the insurance monies) and continue with this agreement or
 - ii. settle this agreement by paying to us the termination payment. Any insurance settlement we receive from the insurers will be credited to the amount payable.
- e. Until we receive the termination payment following a total loss your liability to make all payments due under this agreement will continue and any replacement equipment will become our property.

8. Default

- a. We can terminate the hire of the equipment and/ or this agreement by giving you written notice if;
 - i. you repudiate this agreement by failing to pay the payment or any other sum due under this or any other agreement with us on time; or
 - ii. you have made any untrue statement or given false information to us in connection with this agreement; or
 - iii. you do not abide by any of the terms of this or any other agreement with us; or
 - iv. the equipment is taken to settle a debt or judgement or any other event happens which might prejudice our interest in the equipment; or
 - v. you (or any of you) have a petition presented against you for bankruptcy or an administration order (or other similar petition) under bankruptcy or insolvency

- vi. law or you propose any scheme of arrangement or composition with your creditors; or
- vii. you breach the terms of any software licence provided in connection with the equipment; or
- viii. you are unable to pay your debts as they fall due or have a receiver, administrative receiver, administrator, liquidator, custodian (or other similar official) appointed or a petition is presented (or resolution passed) for the appointment of such an official or for your winding up.

- b. If we give you notice under term 8a you will pay to us the termination payment as set out in term 10 as agreed damages which you agree are a true reflection of the loss we will have suffered. You will in any event pay to us on demand any costs and expenses we may incur in enforcing the terms of this agreement following breach by you.

9. Returning the equipment

When this agreement ends or it is terminated by us under term 8 or by you under term 2a or 2c, you must return the equipment to us in good condition (except for fair wear and tear.) If you do not do so we can repossess the equipment and/ or you must pay the costs of putting the equipment in good condition and of its repossession. Insofar as the equipment consists of the right to use software and the supplier provides you with media containing the software or books or manuals, those materials do not form part of this agreement and you are not required to return them to us.

10. Your liability when agreement is terminated

- a. The termination payment referred to in terms 2c, 7 and 8b will be calculated as follows;
 - i. all payments interest and other payments that have fallen due to be paid before the termination date but not yet paid plus;
 - ii. an amount equal to the aggregate of all future payments which would have been payable by you during the unexpired part of this agreement calculated from the date of termination, but discounted to present value as at date of termination using an effective rate of 3% plus;
 - iii. where the equipment is a total loss or you fail to return it to us in the condition required by this agreement and because of its condition we are unable to sell it for the full amount of our unrecovered investment in the residual value of the equipment, such sum as is necessary to compensate us for our loss.

11. General

- a. You will indemnify us from and against all losses costs and claims and demands which we may incur arising out of this agreement and the possession or use of the equipment other than those arising from our own gross negligence or wilful misconduct.
- b. You will pay and reimburse all legal costs and other costs and expenses which may incur in connection with enforcing our rights under this agreement, and/ or in recovering possession of the equipment including specifically (without prejudice to the generality of the foregoing) costs and expenses of repossessing, storing and disposing of the equipment and of engaging an authorised debt collection agency and such charges as we shall deem reasonable to cover any costs and expenses of administration incurred by us.
- c. You will pay us on demand charges for changing the terms and conditions of this agreement or for providing any information or additional services at your request or to compensate us for any additional costs of administration incurred by us such charges to be applied in accordance with our tariff of charges in force from time to time.

12. Our Liability

- a. We do not exclude our liability for death or personal injury which is caused by our negligence in the performance of our obligations under this agreement.
- b. We are not liable for the late delivery of the equipment nor do we have any obligation to replace the equipment if it is lost or damaged.
- c. We are not liable for any consequential loss, loss of business and/ or profit which you may suffer as a result of our breach of our obligations under this agreement.

13. Our Exclusions and Limitations

- a. The equipment and the supplier have been selected by you relying entirely on your own judgement. If you require any warranties or guarantees in respect of the equipment, its maintenance or suitability for any purpose you must obtain them from the supplier. We exclude all express or implied warranties, conditions or guarantees from this agreement, and in no event will our liability under this agreement exceed the aggregate of the rentals already paid by you.
- b. It is your responsibility to ensure that all or any part of the equipment or software contained in it shall function in accordance with any representation or specification and without affecting the performance of any system or application of which it forms part and that will accurately process all references to time and date in whatever form that is expressed. In no event shall we be liable to you in conduct, tort or otherwise including any liability for negligence for any loss of revenue, business, anticipated savings or profits, or any loss of use or value; or for any indirect or consequential loss, however arising. "Anticipated savings" means any expense which you expect to avoid incurring or to incur in a lesser amount than would otherwise have been the case.

14. Corporation Tax

You will not claim any capital allowances in respect of the equipment. The payments have been calculated on the assumption that there will be no change in the nature method or basis of taxation of companies and groups of companies in the United Kingdom including the rate of corporation tax, the availability of capital allowances and the treatment of losses and expenses. If any such change does occur at any time during the period of hire, we are entitled to adjust the payment to ensure that our after tax return is not reduced. We can only make such an adjustment after giving you 7 days written notice.

Signed _____

Position _____

Name _____

Date _____

