

# HIRE PURCHASE AGREEMENT TERMS & CONDITIONS

## TITLE

The Goods will become the property of the Hirer on the payment of all sums payable under the terms of this Agreement. Until such time the Hirer shall act as bailee thereof only. The Hirer's option to purchase the Goods shall effectively be exercised by the payment of 5 pence which sum shall be deemed to be part of the last payment payable under the terms of this Agreement.

## PAYMENTS

The Hirer must make the payments specified in the Schedule on or before the date on which they are due. The Company reserves the right to charge interest on a daily basis for late payments at the rate of 2% per annum above the Bank of England Base Rate prevailing at the time.

In the event of default, where the Hirer has entered into an 'interest free' agreement which is conditional upon payment by Direct Debit, a charge of 12% interest will be applied to the total cash price of the Goods.

## THE OBLIGATIONS OF THE HIRER

The Hirer must:-

- a) Keep the Goods clean and in good and serviceable repair (fair wear and tear excepted);
- b) Only use the Goods with due care and in accordance with the manufacturer's recommendations and instructions;
- c) Not use the Goods for any commercial or business purpose;
- d) Permit the Company to carry out any repairs or works to the Goods which shall in the Company's opinion be necessary and pay to the Company the costs of any such repairs and works;
- e) Not alter the Goods in any way nor allow them to be altered, unless by a person properly authorised by the Company;
- f) Keep the Goods insured for their full replacement value against, fire, theft, loss, accidental damage and any other insurable risk and the Company indemnified against the cost of repair or replacement of the Goods howsoever arising;
- g) Not purport to be the owner of the Goods, nor sell, charge, let or otherwise dispose of them;
- h) Keep the Goods in the possession or under the control of the Hirer at the address detailed in the Schedule and not to move them from that address without the consent of the Company;
- i) Allow the Company at any reasonable time and after reasonable notice to enter upon the premises in which the Goods are located for the purposes of inspecting the Goods;
- j) Immediately inform the Company of a change in the Hirer's permanent address.

## TERMINATION

### NORMAL TERMINATION

The Agreement will automatically terminate on payment of all sums payable under the terms of this Agreement.

### EARLY TERMINATION

The Hirer may terminate this Agreement at any time before the normal termination of the Agreement by giving notice in writing and returning the Goods clean and in good condition and repair to the Company. The amount specified below will then be payable.

The Company shall be entitled to terminate the Agreement with immediate effect if the Hirer:

- a) gave any false or misleading information in connection with this Agreement;
- b) fails, for whatever reason, to make payments when they fall due;
- c) is declared bankrupt (as defined in the Interpretation (Jersey) Law, 1954) or is otherwise insolvent;
- d) places the Goods, or the Company's interest in them in jeopardy;
- e) abandons the Goods;
- f) dies;
- g) fails to observe any of the terms and conditions of this Agreement.

The Hirer shall return the Goods to the Company immediately clean and in good repair and condition, failing which, the Company may, without notice, enter upon any premises occupied by or under the control of the Hirer for the purpose of repossessing the Goods. The amount specified below will then be payable.

## AMOUNTS PAYABLE ON EARLY TERMINATION

On early termination, the Hirer shall be liable to pay to the Company such amount as is equal to the following sum;

- a) The total value of the payments payable under this Agreement, less
- b) the total of any payments paid up to the date of such early termination, add
- c) the costs incurred by the Company in the recovery and repair of the Goods, less
- d) such amount, if any, as may be recovered by the Company arising from any subsequent sale of the Goods after deduction of any selling expenses.

## EXCLUSION OF LIABILITY

The Company shall not be liable for damage or destruction to property resulting in any way whatsoever from the Goods, the delivery, installation or use thereof, save and except for damage or destruction caused by the gross negligence of the Company or its employees and limited to the extent that i) the damage or destruction was a direct and reasonably foreseeable consequence of any proven negligence and ii) it was not possible for the Hirer to procure insurance on reasonable terms to mitigate against such loss. The Company will not accept liability for any further consequential losses under any circumstances.

The Company does not exclude any liability for death or personal injury arising through the negligence of its employees.

## WAIVER

Any concession or delay on the part of the Company in enforcing any of the terms and conditions of this Agreement shall not be prejudicial to the Company's rights under this Agreement.

## GOVERNING LAW

This Agreement shall be governed by the Laws of the Island of Jersey.