



# Rental Agreement

MINIMUM TERM LEASE RENTAL

Digital Post Limited was founded by a small group of key individuals with over 30 years combined experience in the UK Franking Industry. Digital Post Solutions is an independent Franking Machine Dealer. We have the ability to arrange the supply, installation and maintenance of all of the UK's leading brands.

For more information on our full range of products please visit our website [www.digitalpostsolutions.com](http://www.digitalpostsolutions.com) or contact us on **0870 730 0138**.

To fund the acquisition of your new equipment we work with the largest business equipment funders in the UK via our partnership with Lease UK.

If you have any questions about the agreement or we can be of further assistance please call us on the number above.

## CHECKLIST FOR CUSTOMERS

Before signing the attached Agreement, the Customer's attention is drawn to the following checklist:

1. Make it clear within your own organisation who can sign such agreements.
2. Ensure that the supplier of any equipment involved is reputable and an accredited supplier of the equipment involved.
3. Ensure with the supplier that the equipment to be used is new, or if not that you are content that used or refurbished equipment is suitable.
4. Always ensure that the completed contract corresponds with any verbal or written quotation supplied by the sales person or negotiator involved.
5. Read your contract carefully before signing it and ensure that it is correct, particularly in respect of the rental amount and the period of hire. Never sign an agreement which is not fully completed.
6. Make sure you understand and agree with all terms and conditions of the contract and, if you are unsure, seek advice.
7. Make sure you understand the costs involved and whether the agreement allows for any automatic increases in charges.
8. Check the period of hire and any notice period required for its termination and the settlement terms to be applied on early termination.
9. Ensure that the length of the agreement is not longer than the anticipated useful life of the equipment involved.
10. Check whether the agreement includes the supply of service(s) and whether this will continue after any minimum or initial 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 your contract, or a further contract is required to replace an existing agreement - do not sign until you have made the same checks as you did for the original agreement.

**This Agreement meets the Finance & Leasing Association's guidelines which form part of the code of practice for members.**

**FLA Members are required to ensure that their contracts are clear and unambiguous.**

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

Please complete form and send it to the Originator:

Service User Number:



1. Name and full postal address of your Bank or Building Society Branch  
TO THE MANAGER:

  

BANK OR BUILDING SOCIETY

ADDRESS:

  
  

POSTCODE:

2. Name(s) of account holder(s)

3. Branch sort code (from top right corner of the cheque)

4. Bank or Building Society account number:

5. Originator's reference number

6. Instructions to your Bank or Building Society:

Please pay the Originator Direct Debits from the account detailed on 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.

Signature(s)

Date:

## THE DIRECT DEBIT GUARANTEE



**This guarantee should be detached and retained by the Payer**

- 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 ten 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 anytime by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

PLEASE COMPLETE THE SHADED PORTIONS

[illegible]

## OWNER (“WE”)

## CUSTOMER (“YOU”)

\_\_\_\_\_

**SUPPLIER**

Postcode:		Telephone:		Salesperson:	
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## PRODUCTS

[illegible]

Installation Address:

# RENTAL AGREEMENT

## TERMS

### Minimum Term

(MONTHS IN WORDS)

### Payment Period

(I.E. MONTHLY/QUARTERLY, ETC.)

### First Rental

£	+ VAT
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### Remaining Rentals

Followed by

(NUMBER IN WORDS)

### Rentals of

£	+ VAT
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### Maintenance Option (Minimum £25 per rental)

Are Maintenance Payments to the Supplier included in the Rentals?  
If so, state the amount of Maintenance included in each Rental opposite

Please Tick

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

### Maintenance Payments

£	+ VAT
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### Variation to Rentals

The above Rentals are subject to variation if:

- the rate of Corporation Tax increases;
- the method of payment changes from Direct Debit to invoice;
- the maintenance payments (if applicable) increase.

**Full details are set out in Clause 5 overleaf.** We may also at your expense arrange products insurance cover in accordance with Clause 4.6 overleaf.

**Other Charges:** An administration charge of **£100.00 + VAT** is payable on our acceptance of this Agreement and will be collected with the First Rental. An annual service fee of £35.00 + VAT will be payable on each anniversary of this agreement.

**Payments:** The First Rental is payable at the beginning of the first Payment Period which shall commence on the date of acceptance of this Agreement by the Owner. Subsequent Rentals are payable on the first day of each following Payment Period. After completion of the Minimum Period, Rentals will continue at the same rate until terminated as set out below.

**Term of Agreement:** This Agreement commences on the date of acceptance by the Owner and will continue until notice of cancellation is given in writing by either of us, such notice to expire at the end of the Minimum Period, or at the end of any three month period thereafter.

**Payments on Voluntary Termination:** If you terminate under Clause 6 overleaf you must pay us all arrears and the future Rentals to the end of the Minimum Period less a discount of no less than 2% per annum. See Clause 8 overleaf.

If we elect not to give you notice of cancellation during the Minimum Period we will provide a reminder to you of your right of cancellation three months prior to the expiry of the Minimum Period.

**Application:** You apply to rent the Products for the Minimum Term and any following period as described above, on the basis of the Terms and Conditions set out above and overleaf. You appoint Lease UK as your agent for the purpose of communicating the application to prospective Owners and the Owner who accepts this application will be notified to you as set out opposite. You undertake that all of the information provided is correct, that all details were completed at the time of signature, and that the Products will be used in the course of business carried on by you. You acknowledge that whilst the Products may not be fully operational at the time of acceptance, the Rentals are due as detailed above. You declare that you have read and understood the terms overleaf and that your attention was drawn to the exclusions in Clause 3.

## IMPORTANT – USE OF YOUR INFORMATION DATA PROTECTION ACT 1998

You have a right to know how we will use your personal information. It is important that you read the “USE OF YOUR INFORMATION” notice printed after the conditions of this agreement before you sign it. This also includes you, if you are a sole trader, partner in a partnership or directors of a limited company.

By signing this Agreement you agree that we may search and add to your record from the files of one or more credit reference agencies and may pass your details, which may include details of the performance and status of your account, to any other company in any corporate group of which we are a member, to any company, business or intermediary associated with us and to any person acting on your behalf for any purpose connected with the group's business.

We, or those identified above may contact you, by post, email or telephone to tell you about other products and services which may be of interest to you.

If you wish us to stop, please tick the box ☐

Signature(s) of Customer(s)

Name(s) (please print)

For and on behalf of the Owner

Position(s) (please print)

Date

Date of Agreement

# Leasing Agreement

## MINIMUM TERM LEASE RENTAL

Customer to sign here \_\_\_\_\_

Date \_\_\_\_\_

### TERMS AND CONDITIONS

All words appearing in these terms and conditions with capital initial letters shall bear the meanings indicated overleaf. The words "you" and its derivatives are used to mean the Customer and its successors and the words "we" and its derivatives are used to mean the Owner and its successors and assigns.

#### 1. DELIVERY OF THE PRODUCTS

You agree that forthwith upon delivery of the Products you will inspect them and notify us in writing within five working days of any defect. In the absence of such notification it shall be conclusively presumed that the Products are in good working order and condition, satisfactory to you and fit for the purposes for which they might be required.

#### 2. SOFTWARE

- 2.1 When a part (or all) of the Products consists of one or more computer disks, tapes or other media which are recorded computer programs in machine readable form ("Software"), you will obtain a licence directly from the Supplier (or a third party) to use the Software unless we obtain such a licence and grant to you a sub-licence to use it (in place of any pre-existing licence).
- 2.2 You undertake to comply with all the terms of the licence, which will incorporate the Supplier's standard terms and conditions for the use of the Software, whether we grant it or the Supplier does.
- 2.3 You acknowledge that Software maintenance is not a condition of this Agreement and Rentals will continue to be payable even if the Supplier does not provide Software maintenance.

#### 3. OUR EXCLUSIONS AND LIMITATIONS

- 3.1 You and we recognise that there is a risk that any Products, in particular computer hardware and Software, may not perform as expected and may not be satisfactory. We both also acknowledge that salespeople acting on behalf of suppliers may make representations about Products including computer hardware and Software that are difficult to evaluate until delivery and commissioning. When Products are financed, the risk of them not working satisfactorily or according to any representations may be assumed by you, by us, by the Supplier, by an intermediary or by an insurer. You and we both appreciate that the allocation of risk is a matter of agreement and we have decided that it shall be borne by you. If we have been able to obtain a right of recourse against the Supplier or any intermediary we will pass that right on to you, to the extent that we are legally entitled to do so.
- 3.2 For that reason, you and we agree that there is no term in this Agreement by which we are responsible for the performance of the Products, whether generally or in relation to any particular purpose. We do not know if any representation was made to you about the Products, but if it was, you acknowledge that it was not made on our behalf and that you have not entered into this Agreement in reliance on it. You and we also agree that we have not assumed any duty of care towards you.
- 3.3 For the avoidance of doubt, you and we agree that no terms are to be implied into this Agreement.
- 3.4 If, contrary to sub-paragraph 3.3 the law requires terms to be implied into this Agreement, you and we agree that we are not liable for any breach of them, because if the risk of breach of any such terms had been allocated differently we would have charged a higher rental; because we are not in a position to evaluate and therefore insure against the risk of a breach, whilst you are in a better position to do so; and because you have chosen the Products and the Supplier.
- 3.5 In no event will our liability under this Agreement exceed the aggregate of the Rentals (less any Maintenance Payments included) paid by you at the time the liability arises.
- 3.6 In no event will we be liable to you in contract, tort or otherwise including any liability for negligence (except for death or injury, caused by our negligence) :-
  - a) for any loss of revenue, business, anticipated savings or profits or any loss of use or value; or
  - b) 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.

#### 4. YOUR OBLIGATIONS

During the period of this Agreement you will:-

- 4.1 pay Rentals by the due dates. Prompt payment is of the essence of this Agreement. You shall pay the Rentals specified overleaf in full without any deduction, set-off or counterclaim any withholding whatsoever,
- 4.2 pay an administration charge of £100.00 + VAT on inception of this Agreement and on each anniversary of this Agreement pay an annual service fee of £35.00 + VAT;
- 4.3 only use the Products in accordance with the manufacturer's instructions;
- 4.4 take proper care of the Products and notify us immediately if they are lost or damaged;
- 4.5 not remove the Products from the premises where they were originally installed (which will be your address as shown in this Agreement unless stated to the contrary in the Products schedule) without our written permission;
- 4.6 keep the Products insured against all risks of physical loss or damage for an amount equal to the full replacement value and also against third party risks, including those referred to in Clause 4.7 below until they are returned, so if anything happens to the Products, they are covered by your policy. You must arrange for our interest to be noted on the property insurance policy and show proof of insurance if we ask for it. If you do not provide this proof we may at our option arrange property insurance for you at your expense and charge the premium to you along with the Rentals you pay to us. If replacement products are provided as a result of an insurance claim, those products will belong to us. If the products are declared a total loss and not replaced within 30 days you will on demand pay us an amount which equals to the termination sum calculated in accordance with clause 8;
- 4.7 be solely responsible for and will indemnify us, our employees, agents and contractors at all times from and against:
  - (a) loss, theft, destruction or damage to the Equipment from whatever cause arising and whether or not such loss, theft, destruction or damage results from your negligence or that of your employees or agents; and
  - (b) all claims, demands, proceedings (civil or criminal), penalties, fines, liabilities, losses, damages, costs and expenses or whatsoever nature 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.

This indemnity will survive and remain in full force and effect should this Agreement be terminated.

- 4.8 not sell or part with possession of the Products, or transfer the benefit of this Agreement to anyone else;
- 4.9 pay our administrative costs incurred in dealing with any failure by you to comply with the terms of this Agreement including, but without limitation, charges for each letter dispatched as a result of your non-payment, any visit made to your last known address to ascertain the whereabouts of you or the Products, or applying for or enforcing payment of any sums payable by you to us under this Agreement; plus late payment interest charges, which will be the greater of £10 or 2% of the amount due, for each month or part month on all overdue payments, both before and after judgement (such obligation to be independent of and not to merge with the judgement);
- 4.10 pay to us on demand our charges for providing additional services at your request, provided that the amount of such charge is notified to you at the time of your request for such services.
- 4.11 all rentals and other sums payable by you under this Agreement shall be made without set off, deduction or withholding and you agree that your obligation to pay the Rental and other sums due hereunder shall be absolute and unconditional. If you are required by law to deduct any sum from a payment then the amount of such payment shall be increased by the amount of such deduction so that the amount received by us equal to the original amount due.

#### 5. CHANGES TO PAYMENTS

##### 5.1 Taxation

We have assumed that during the period of this Agreement the standard rate of Corporation Tax will remain the same as that applying at the date of our acceptance. If at any time the actual rate rises above the assumed rate by 5 percentage points or more, we may increase the Rentals by giving you 7 days' notice. For each whole 5 percentage points increase to the assumed rate, we may apply an 8 % increase to the Rental payable at that time.

##### 5.2 Payment by Invoice

If when you entered into this Agreement you undertook to make payments by direct debit, we may at our sole discretion agree to your changing to payment against invoice. In this case we will increase the Rental payable at that time by 2 % to cover the additional administration costs.

##### 5.3 Maintenance Payments

If Rentals include Maintenance Payments, under Clause 10 below, then we may at any time, and from time to time, after the first year of this Agreement, increase the Maintenance Payments part of your Rental in accordance with the terms of the maintenance agreement between you and the Supplier. Any increase in Maintenance Payments will increase the Rental payable at that time by a corresponding amount.

#### 6. EARLY TERMINATION BY YOU

You may put an end to this Agreement at any time by giving us three months' notice that you wish to do so, and by paying us a sum calculated in accordance with the provisions of Clause 8. We will advise you of the sum which we require and on receipt of this sum by us this Agreement will be cancelled. You must return the Products as provided in Clause 9.

#### 7. DEFAULT

We can bring the hiring under this Agreement to an end at any time during the period of the Agreement if any of the following happens:-

- 7.1 you fail to pay any Rental within 7 days of the date when it is due in breach of Clause 4.1; or any other sum due under this or any other agreement with us: or
  - 7.2 you fail to keep to any of your other obligations under this Agreement and do not correct that failure within 7 days of us requiring you to do so; or
  - 7.3 you or any guarantor of this Agreement, being an individual, die, or are unable to pay your debts as they fall due, become bankrupt or begin negotiations with your creditors; or
  - 7.4 you or any guarantor of this Agreement, being a company, are unable to pay your debts (as defined in the Insolvency Act 1986), go into liquidation or administration or have a receiver or administrative receiver appointed over all or any of your assets.
  - 7.5 you being a company are subject to a change in voting control in respect of yourself, or any holding company which controls you or a material part of your assets is transferred to another party.
  - 7.6 if the Products (or any part of them) becomes an actual or constructive total loss; or
  - 7.7 an event occurs which has or is likely to have in our 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 obligations under this Agreement; or
  - 7.8 if any other agreement which you enter into with us or a member of our group of companies is terminated or becomes capable of termination.
- Any of the above will be considered as a "Repudiation". Repudiation is when you indicate that you no longer intend to keep to this Agreement and we may give you notice that your right to possession of the Products is terminated and make arrangements for their recovery.

#### 8. TERMINATION PAYMENT

- 8.1 If we end the hiring of the Products under Clause 7 you must return the Products to us in accordance with Clause 9 and pay us immediately:

- a) all Rentals and other sums already due to us; and
- b) all Rentals (less any Maintenance Payments included) you would have paid had the hiring continued for the full Minimum Term, discounted at a rate of no less than 2% per annum from the date on which each Rental would have fallen due, to the date the hiring would have ended.

# Leasing Agreement

## MINIMUM TERM LEASE RENTAL

Customer to sign here \_\_\_\_\_

Date \_\_\_\_\_

### TERMS AND CONDITIONS (CONT.)

All words appearing in these terms and conditions with capital initial letters shall bear the meanings indicated overleaf. The words "you" and its derivatives are used to mean the Customer and its successors and the words "we" and its derivatives are used to mean the Owner and its successors and assigns.

8.2 Except where you exercise your rights under Clause 6, if we are to recover the Products and are able to sell them, we will apply any proceeds of sale after deducting any value added tax and our costs in repossessing and selling the Products in the following order:

- first towards amounts due but not paid by you pursuant to Clause 8.1(a) and (b) above;
- to the extent that there is any balance, rebate to you the Rentals paid by you.

#### 9 RETURN OF PRODUCTS

When this Agreement is cancelled, or is terminated under Clause 6 or Clause 7, you must ensure the Products are safely and properly stored until returned, not use the Products, return the Products within fourteen days, and in Average Saleable Condition to an address nominated by us within the United Kingdom. If you do not you must continue to pay Rentals on a pro rata basis until the Products are received and accepted by us. "Average Saleable Condition" means that all of the Products are immediately available for use by a third party, user or other lessee, other than yourself, without the need for repair or refurbishment. All Products must be free of markings. You will reimburse us for any missing or defective parts or accessories. The Products must be properly packed for shipment in accordance with the manufacturer's recommendations and specifications, freight pre-paid and insured. If you fail to do so you will be liable for our costs incurred in recovering the Products and/or restoring them to good operating order. In the event that we are prevented from recovering the Products, or that they are no longer in your possession, you will be liable to pay us on demand a sum equal to the estimated average fair market value of similar products of like age. Where the Products consist of Software, you are under no obligation to return the medium on which it is stored, or training manuals to us, as they are given to you, not hired. This does not affect any arrangement you may have reached with the licensor of the Software.

#### 10. MAINTENANCE OPTION

If you have indicated that you wish us to collect Maintenance Payments as part of each Rental, as set out overleaf, the following will apply:-

- We will act as agent for the Supplier to collect the Maintenance Payments, which will have been agreed between the Supplier and you.
- The Supplier is responsible for providing maintenance service for the Products specified, in accordance with the terms of the maintenance agreement which the Supplier has entered into with you. We accept no responsibility for carrying out maintenance service.
- If Rentals include Maintenance Payments, without limitation to any other term of this Agreement, we may at any time, and from time to time after the first year of this Agreement, increase the Maintenance Payments part of your Rental in accordance with the terms of the maintenance agreement. Any increase in Maintenance Payments will increase your Rentals accordingly.
- If you fail to pay any of the Rentals to us, we will not pay the Maintenance Payments to the Supplier, who as a result, may be entitled to withdraw maintenance services. This will not affect your obligations to us under this agreement.
- If the Supplier is no longer able to provide maintenance service, in accordance with the terms of the maintenance agreement (and unless we agree with you an alternative supplier of maintenance service) you may give us not less than 30 days' notice in writing that you wish to end the arrangement for the inclusion of Maintenance Payments. We will reduce the Rentals by the amount of the Maintenance Payments then included in the Rentals from the next date upon which payment is due following expiry of the notice. Ending the inclusion of Maintenance Payments may not end your rights and duties under your maintenance agreement with the Supplier.

#### 11. NOTICES

Notices from you to us should be sent to the address overleaf. Notices from us to you will be sent to your address overleaf or to any other address which you have notified to us in writing.

#### 12. VAT

All Rentals and other amounts payable under this Agreement are subject to VAT at the rate applicable when they are due for payment. We will supply periodic VAT invoices.

#### 13. ENTIRE AGREEMENT

This Agreement incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date when it commences. We exclude all representations made before entry into this Agreement.

#### 14. CAPACITY

- We confirm that we enter into this Agreement as either:
  - owner of the Products; or
  - agent of the third party who has acquired title in the Products.
- We may assign the benefit of this Agreement to another party and may cause the title in the Products to vest in another party. In any such event, you shall owe to the principal or assignee all obligations to be performed by you under this Agreement as if the principal/assignee was named in this Agreement in our place. Regardless of the assignment or agency, we shall perform our obligations directly to you and will remain responsible for the management of this Agreement. By signing this Agreement you consent to such assignment or agency. You acknowledge that you have no right to acquire title in the Products at any time.

#### 15. AGENCY

Neither the Supplier nor any other person not directly employed by us has any authority to act as our agent or to make commitments in relation to this Agreement.

#### 16. JOINT AND SEVERAL LIABILITIES

If more than one person is named as customer the liability of each shall be joint and several.

#### 17. SET OFF

If any monies are payable to you under this Agreement by us, we may withhold from those monies an amount equal to the total monies you owe us under this or any other account.

#### 18. CONTRACTS (RIGHTS OF THIRD PARTIES)

A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

#### 19. OUR RIGHTS

Our rights under this Agreement will not be affected if we do not enforce, or we delay enforcing, any of these terms.

#### 20. GOVERNING LAW

This Agreement is governed by English law. Any dispute arising from it shall be subject to the jurisdiction of the English Courts.



### IMPORTANT – USE OF YOUR INFORMATION DATA PROTECTION ACT 1998

Any person or company introducing you to us should have told you that in considering your application, we will search your record from the files of one or more credit reference agencies ("your records"). This also includes you if you are a sole trader, partner in a partnership or directors of a limited company. They will add to your record details of our search and your application and this will be seen by other organisations that make searches. Information held about you by the credit reference agencies may already be linked to records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any "associated" records.

If you are a joint applicant or if you have told us of some other financial association with another person, you must be sure that you are entitled to:

- disclose information about your joint applicant and anyone referred to by you;
- authorise us to search, link or record information at credit reference agencies about you and anyone else referred to by you.

An "association" between joint applicants and between you and anyone you tell us is your financial partner will be created at credit reference agencies. This will link your financial records, each of which will be taken into account in all future applications by either or both of you. This will continue until one of you successfully files a disassociation at credit reference agencies.

We will use a credit scoring or other automated decision making system when assessing your application. We will also add to your records details of your agreement with us, the payments you make under it, any default or failure to keep to its terms, and any change of address you fail to tell us

about where a payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We may transfer information to any country and if no satisfactory data protection rules exist in the country to which we are transferring your personal data, we will put in place equivalent contractual safeguards to those contained in the Act.

Your records will be shared with other organisations and used by us and them to:

- help make decisions about credit and credit related services such as insurance for you and members of your household;
- trace debtors, recover debt, prevent money laundering and fraud, and to manage our accounts.

For these purposes, we or they may make further searches. Although these searches will be added to your records, they will not be shared with others.

We, the credit reference agencies and fraud prevention agencies will also use your records for statistical analysis about credit, insurance and fraud. We may also use information about you to carry out market research.

Fraud prevention agency records will also be shared with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.

Please telephone us on

if you want to have details of those credit reference and fraud prevention agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee may be payable.