

## LEX DATA ENTRY FORM

Complete the fields on this page to auto fill subsequent page fields within this document.



**CATFOSS**  
Finance

Agreement Ref.

### Lessee Details

Customer Name  
Customer Address  
Customer PostCode  
Email:  
VAT No.  
Mobile No.

### Asset Details

Description

|             |             |
|-------------|-------------|
| Makers Name | Model       |
| Year        | New/Used    |
| Reg. No.    | Chassis No. |

Equip. Location

### Lease Details

|                  |         |
|------------------|---------|
| Advance Rental   | Period  |
| Primary Rental   | Doc Fee |
| Secondary Rental |         |

Insurance Company:  
Policy no  
Policy Type  
Expiry date

### Bank Details

|                     |               |
|---------------------|---------------|
| Bank Name & Address | Account No.   |
|                     | Sort Code     |
|                     | Customer Name |



# CATFOSS Finance

*Giving Business The Credit It Deserves*

## Commercial Lease Agreement

Exempt Agreement which is entered into wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by the Lessee and the Amount of Loan exceeds £25,000

Between us (the Lessor) and you (the Lessee), on the terms below

### Agreement no:

|  |  |                                 |
|--|--|---------------------------------|
| <b>Lessor:</b> Name: Catfoss Finance Limited   |  |                                 |
| Address: Elite House, Spellowgate, Driffield, East Yorkshre  |  |                                 |
| Postcode:YO25 5UP  | Company Registration No.: 04218973     |                                 |
| Tel: 01377 258067  | Email: processing@catfossfinance.co.uk | VAT Registration No.: 772302742 |
| <b>Lessee:</b> Name:   |  |                                 |
| Address:   |  |                                 |
| Postcode:  | VAT Registration No:                   |                                 |
| Tel:   | Email:                                 |                                 |
| <ul style="list-style-type: none"> <li>I am/We are entering this Agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried out by me/us.</li> <li>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 and Consumer Credit Act 1974 if this Agreement were a regulated agreement under the act.</li> <li>I/We understand that this declaration does not affect the powers of the Court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit Agreement where it determines that the relationship between the Lessor and the Lessee is unfair to the Lessee.</li> </ul> |  |                                 |
| I am/We are aware that if I am/we are in any doubt as to the consequences of the Agreement not being regulated by the Consumer Credit Act 1974 I/we should seek independent legal advice.  |  |                                 |
| <b>Lessee Signature(s)</b>   |  |                                 |
| Signed _____   | Signed _____                           | Signed _____                    |
| Name _____   | Name _____                             | Name _____                      |
| Date _____   | Date _____                             | Date _____                      |



**IMPORTANT – PLEASE READ**

The Lessee named above, requests us the Lessor, to purchase the Goods/Equipment/Vehicle described below (the Goods) for their business use. You are taking on the lease of the Goods and agree to be bound by the terms set out in this Agreement.

If, before conclusion of the Agreement but after purchase of the Goods by us, you withdraw this offer, you agree to indemnify us against all claims, losses, costs, and expenses incurred by us by entering into a commitment to purchase the Goods from the supplier of the Goods in anticipation of the conclusion of the Agreement.

**GOODS OR SERVICES**

Description of Goods

Make: \_\_\_\_\_ Model: \_\_\_\_\_ YOM: \_\_\_\_\_  
Reg: \_\_\_\_\_ Chassis No: \_\_\_\_\_ New/used \_\_\_\_\_

**FINANCIAL PARTICULARS**

1. Commencement Date (to be completed by Catfoss Finance Limited)
2. Delivery Date (to be completed by Catfoss Finance Limited)
3. Period of Lease: Minimum Term  
The Primary Period is for a minimum of \_\_\_\_\_ months following delivery of the Equipment (the "Delivery Date"). At the end of the Primary Period the lease will continue at the same amount and frequency unless or until either party gives 3 months written notice of termination to the other. The Initial Rental is payable on the date specified below, and subsequent rentals are payable at the payment frequency shown on the same day of each month thereafter during hiring.

| PAYMENTS                          | NET | VAT AT 20% | TOTAL | PAYABLE/DUE                         |
|-----------------------------------|-----|------------|-------|-------------------------------------|
| Initial Rental                    | £   | £          | £     | Due: Upon signing                   |
| First payment (inc. document fee) | £   | £          | £     | Due:                                |
| ____ Primary Rental payments      | £   | £          | £     | Due: _____ and monthly thereafter   |
| Secondary Rental payments         | £   | £          | £     | Due: _____ and annually thereafter. |

A £50 administration fee will be collected annually on the anniversary of the agreement, until such a time as the agreement expires / terminates.

**Assumed residual value** (Complete only if applicable, see clause 10.2) £ \_\_\_\_\_ (Exc. VAT)

**VARIABLE PAYMENT**

We have the right, after the end of the minimum period of Lease, to vary the amount of each rental payable by you by giving you one month's written notice of the variation, if there is a change in the Bank of England base rate, interest rates generally or any other actual or expected change in market conditions generally. We shall not issue any such notice to expire before the end of the minimum period of Lease except if the rate of VAT changes, when we may vary the rentals at any time.



| PERIOD OF LEASE   |               |               |
|---|---------------|---------------|
| The minimum period of Lease of the goods under the Agreement  | _____ months  |               |
| OTHER CHARGES   |               |               |
| <p>Time is of the essence when making your repayments. Should your payments be late or fail, we may make the following charges:</p> <ul style="list-style-type: none"> <li>• Late payment or failure to pay charge: £15.00 + VAT each time.</li> <li>• Letter fee: £15.00 + VAT per letter.</li> <li>• The Lessee shall pay default interest on all instalments in arrears at the rate of 12%.</li> <li>• Any expenses we have to pay where any payment which you make is returned or where any payment which you try to make is unpaid.</li> <li>• Costs and expenses of tracing you if you move address without telling us or verifying any information in relation to enforcing this Agreement</li> <li>• In the event we pass your account to a debt collection agency, we may charge you any fees incurred by us in doing so; and</li> <li>• You may be liable to pay our reasonable costs (including Legal Fees (subject to change)) if we take steps to enforce this Agreement against you. We have the right to vary these costs and charges to reflect any change in the cost incurred by us in carrying out the work. We will give you at least 30 days' notice in writing of any charge variations.</li> </ul> <p>We have the right to vary these costs and charges to reflect any change in the cost incurred by us in carrying out the work. We will give you at least 30 days' notice in writing of any charge variations.</p> <p>Charges will be debited to your account when incurred and form part of the outstanding balance.</p> |               |               |
| INSURANCE   |               |               |
| The Lessee is required to keep the goods insured.   |               |               |
| Insurance Company:  | Policy No:    |               |
| Policy type:  | Expiry date:  |               |
| Under this Agreement, the Goods do not become your property and you must not sell them without our permission.  |               |               |
| <p>Follow the link for our Privacy notice <a href="https://www.catfossfinance.com/data-privacy-statement">https://www.catfossfinance.com/data-privacy-statement</a></p> <p>Follow the link for our Data protection policy <a href="https://www.catfossfinance.com/data-protection-policy">https://www.catfossfinance.com/data-protection-policy</a></p> <p>Follow the link for our Complaints procedure <a href="https://www.catfossfinance.com/complaint-procedure">https://www.catfossfinance.com/complaint-procedure</a></p>   |               |               |
| Lessee Signature(s)   |               |               |
| Signed: _____   | Signed: _____ | Signed: _____ |
| Name: _____   | Name: _____   | Name: _____   |
| Date: _____   | Date: _____   | Date: _____   |
| Lessor Signature  |               |               |
| Signed: _____   | Name: _____   |               |
| for and on behalf of Lessor   | Date: _____   |               |

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1.** The following definitions and rules of interpretation apply in this Agreement.
- Business Day:** A Day, other than a Saturday, Sunday or public holiday in England.
- Business Hours:** The period from 9.00am to 5:00 pm on any Business Day.
- Delivery:** The transfer of physical possession of the Goods to the Lessee at the Site.
- Goods:** Means Equipment/Goods/Vehicle, the items of equipment listed, all substitutions, replacements or renewals of such Goods and all related accessories, manuals and instructions provided for it.
- Force Majeure:** In this Agreement “force majeure” shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage [excluding malicious damage involving the employees of the affected party or its sub-contractors], compliance with any law or governmental order, rule, regulation or direction [coming into force after the date of this Agreement], accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors and, where they are beyond the reasonable control of the party so prevented, any other acts, events, omissions or accidents.
- Payments:** Schedule which sets out the sums payable under this Agreement.
- Rental Payments:** The payments made by or on behalf of Lessee for lease of the Goods.
- Rental Period:** The period during which the Goods are at the sole risk of the Lessee as set out below.
- Site:** The Lessee’s premises at \_\_\_\_\_.
- Total Loss:** Due to the Lessee’s default the Goods are, in the Lessor’s reasonable opinion (or in the opinion of its insurer(s)), damaged beyond repair, lost, stolen, seized or confiscated.
- VAT:** value added tax chargeable in the UK.
- Vehicle:** Vehicle leased under Agreement
- 1.2.** Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3.** A person includes a corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.
- 1.4.** The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5.** Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6.** Unless the context otherwise required, a reference to one gender shall include a reference to the other genders.
- 1.7.** Reference to legislation or a legislative provision is a reference to is as amended, extended or re-enacted from time to time.
- 1.8.** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9.** A reference to this Agreement or to any other Agreement or document is a reference to this Agreement or other such Agreement or document, in each case as varied from time to time.
- 1.10.** References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11.** Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

### 2. EQUIPMENT HIRE

- 2.1.** The Lessor shall lease the Goods to the Lessee subject to the terms and conditions of this Agreement.
- 2.2.** The Lessor shall not, other than in the exercise of its rights under this Agreement or applicable law, interfere with the Lessee’s quiet possession of the Goods.
- 2.3.** You have asked us to purchase goods on your behalf which we will then lease to you.
- 2.4.** You confirm that you have sourced these goods, made all adequate enquiries and are satisfied that the goods are of a satisfactory quality and fit for purpose. You are happy with the representations made to you by the supplier.
- 2.5.** Upon delivery and acceptance of the goods you are confirming that they are of satisfactory quality.
- 2.6.** Under this agreement there is a Primary and Secondary Leasing Period. At the end of the Primary Leasing Period, you are able to hand the goods back to us in accordance with the Payments section.

### 3. RENTAL PAYMENTS

- 3.1.** The Lessee shall pay the Rental Payments to the Lessor in accordance with the Payments section. The Rental Payments shall be paid in Pounds and shall be made by Direct Debit.
- 3.2.** The Lessee shall pay the Rental Payments and any other applicable taxes and duties or similar charges which shall be payable by the Lessee at the rate and in the manner from time to time prescribed by law.
- 3.3.** All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.4.** If the Lessee fails to make a payment due to the Lessor under this Agreement by the due date, then, without limiting the Lessor's remedies, the Lessee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

### 4. REPAYMENT

- 4.1.** We take payment by Direct Debit.
- 4.2.** A Direct Debit allows us to collect the payment directly from your bank account details you have provided to us on your application. You will have signed a Direct Debit mandate.
- 4.3.** We will attempt payment as per the repayment section of this agreement.
- 4.3.1.** On your instalment due date.
- 4.3.2.** The amount will be for the instalment due and any applicable interest and charges.

Joint Lessees: If two or more of you entered into this Agreement as the Lessee, you will be jointly and separately liable for the Lessees obligations under this Agreement. This means that each of you can be fully liable for the Lessees obligations including payment, under this Agreement.

### 5. DELIVERY [AND INSTALLATION]

- 5.1.** The Lessee assumes all responsibility to arrange Delivery or Collection of the Goods with the Supplier.
- 5.2.** The Lessor shall not be responsible for the installation of the equipment.
- 5.3.** If the Lessee fails to accept Delivery of the Goods on the Delivery Date agreed with the supplier, then, except where such failure is caused by the Lessor's failure to comply with its obligations under this Agreement, the Goods shall be deemed to have been delivered at 9.00am on the Delivery Date.

### 6. TITLE, RISK AND INSURANCE

- 6.1.** The Goods shall at all times remain the property of the Lessor, and the Lessee shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to the terms and conditions of this Agreement)
- 6.2.** The risk of loss, theft, damage or destruction of the Goods shall pass to the Lessee on Delivery and any further term during which the Goods are in the possession, custody or control of the Lessee (**Risk Period**).
- 6.3.** During the Rental Period and the Risk Period, the Lessee shall, at its own expense, obtain and maintain fully Comprehensive insurance to cover the full replacement value, third party claims, liability and all risks associated with keeping and operating the Goods.



- 6.4.** All insurance policies procured by the Lessee shall be endorsed to provide the Lessor with at least 7 business Day's prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on the Lessor's request name the Lessor on the policies as a loss payee in relation to any claim relating to the Goods. The Lessee shall be responsible for paying any deductibles due on any claim under such insurance policies.
- 6.5.** The Lessee shall give immediate written notice to the Lessor in the event of any loss, accident or damage to the Goods arising out of or in connection with the Lessee's possession or use of the Goods.
- 6.6.** If the Lessee fails to effect or maintain any of the insurances required under this Agreement, the Lessor shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Lessee.
- 6.7.** The Lessee shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Lessor and proof of premium payment to the Lessor to confirm the insurance arrangements.

## 7. LESSEE'S RESPONSIBILITIES

- 7.1.** The Lessee acknowledges that:
  - 7.1.1.** the Goods are required for the purpose of a business carried on by the Lessee, was selected by the Lessee and acquired by the Lessor at the Lessee's request for the purposes of this Agreement.
  - 7.1.2.** The Lessee relied on his own skill and judgement in selecting the Goods; and
  - 7.1.3.** Acceptance by the Lessee of delivery of the Goods is proof that the Goods are of satisfactory quality, in good working order and condition and conforms to the Lessee's requirements.
- 7.2.** The Lessee shall during the term of this Agreement:
  - 7.2.1.** Ensure that the Goods are kept and operated in a suitable environment, which shall as a minimum meet the requirements set out in these Terms, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions.
  - 7.2.2.** Take such steps as may be necessary to ensure, so far as is reasonably practical, that the Goods are at all times safe and without risk to health when it is being set, used, cleaned, or maintained by a person at work.
  - 7.2.3.** Maintain at its own expense the Goods in good and substantial repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement or work, damaged and lost parts, and shall make good any damage to the Goods.
  - 7.2.4.** Make no alteration to the Goods and shall not remove any existing component (or components) from the Goods without the prior written consent of the Lessor. Title and property in all substitutions, replacements, renewals made in or to the Goods shall vest in the Lessor immediately on installation.
  - 7.2.5.** Keep the Lessor fully informed of all material matters relating to the Goods, including change of address.
  - 7.2.6.** Where the goods comprise a vehicle, the vehicle may be driven anywhere in the United Kingdom, but shall not be taken outside the United kingdom without our prior consent.
  - 7.2.7.** Permit the Lessor or its duly authorised representative to inspect the Goods at all reasonable times and for such purpose to enter on the Site or any premises at which the Goods may be located and shall grant reasonable access and facilities for such inspection.
  - 7.2.8.** Maintain operating and maintenance records of the Goods and make copies of such records readily available to the Lessor, together with such additional information as the Lessor may reasonably require.
  - 7.2.9.** Not, without the prior written consent of the Lessor, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it.
  - 7.2.10.** Not without the prior written consent of the Lessor, attach the Goods to any land or building so as to cause the Goods to become a permanent or immovable fixture on such land or building. If the Goods do become affixed to any land or building then the Goods must be capable of being removed without material injury to such land or building and the Lessee shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and the Lessee shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and indemnify the Lessor against all losses, costs or expenses incurred as a result of such affixation or removal;



- 7.2.11.** Not to do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Lessor in the Goods and, where the Goods have become affixed to any land or building, the Lessee must take all necessary steps to ensure that the Lessor may enter such land or building and recover the Goods both during the term of this Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Lessor of any rights such person may have or acquire in the Goods and a right for the Lessor to enter onto such land or building to remove the Goods;
- 7.2.12.** Not suffer or permit the Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Goods are so confiscated, seized or taken, the Lessee shall notify the Lessor and the Lessee shall at its sole expense use its best endeavours to procure an immediate release of the Goods and shall indemnify the Lessor on demand against all losses, costs, charges, damages and expenses [reasonably] incurred as a result of such confiscation;
- 7.2.13.** Not use the Goods for any unlawful purpose.
- 7.2.14.** Ensure that at all times the Goods remain identifiable as being the Lessor's property and wherever possible shall ensure that a visible sign to that effect is attached to the Goods.
- 7.2.15.** Deliver up the Goods at the end of the rental period at such address as the Lessor requires, or if necessary, allow the Lessor or its representatives access to the site or any premises where the Goods are located for the purpose of removing the Goods; and
- 7.2.16.** Not do or permit to be done anything which could invalidate the insurances.
- 7.3.** The Lessee acknowledges that the Lessor shall not be responsible for any loss of or damage to the Goods arising out of or in connection with any negligence, misuse, mishandling of the Goods or otherwise caused by the Lessee or its officers, employees, agents and contractors, and the Lessee shall indemnify the Lessor in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Lessor arising out of, or in connection with any failure by the Lessee to comply with the terms of this Agreement.

## 8. LIMITATION OF LIABILITY

- 8.1.** The restrictions on liability apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2.** Nothing in this Agreement limits any liability which cannot legally be limited including liability for:
- 8.2.1.** Death or personal injury caused by negligence.
- 8.2.2.** Fraud or fraudulent misrepresentation.
- 8.2.3.** Breach of the terms implied by (section 7 of the Supply of Goods and Services Act **OR** section 8 of the Supply of Goods (Implied Terms) Act 1973).
- 8.2.4.** Any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 8.3.** The Lessee may terminate this Agreement in accordance with clause 9.4 by giving notice to the Lessor and returning the Goods together with, in the case of a vehicle, the registration document, licence and, if applicable, test certificate.
- 8.4.** The Lessor shall not be liable under this Agreement for any:
- 8.4.1.** Loss of profits.
- 8.4.2.** Loss of sales or business.
- 8.4.3.** Loss of Agreements or contracts.
- 8.4.4.** Loss of anticipated savings.
- 8.4.5.** Loss of use or corruption of software, data or information.
- 8.4.6.** Loss of damage to goodwill; and
- 8.4.7.** Indirect or consequential loss.
- 8.5.** All implied terms and conditions as to the quality or performance of the Goods and any other goods or services provided under this Agreement are, to the fullest extent permitted by law, excluded from this Agreement.





## 9. TERMINATION

- 9.1.** Without affecting any other right or remedy available to it, the Lessor may terminate this Agreement with immediate effect by giving written notice to the Lessee if:
- 9.1.1.** The Lessee fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified (in writing) in accordance with section 21 to make such payment;
  - 9.1.2.** The Lessee commits a material breach in accordance with clause 9.2 below of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
  - 9.1.3.** The Lessee repeatedly breaches any of the terms of this Agreement in such manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - 9.1.4.** The Lessee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts is deemed unable to pay its debts. Such action would include, bankruptcy petition, IVA, Debt Relief Order, Debt Management, Breathing Space and any other arrangement to pay.
  - 9.1.5.** The Lessee's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement in jeopardy; you break any of the other terms of this Agreement.
  - 9.1.6.** you break any of the other terms of this Agreement
  - 9.1.7.** you in any way perpetrate, attempt, or are involved in any act of fraud or other criminal activity.
  - 9.1.8.** you made any statement when applying for this Agreement which is false or misleading in a relevant way.
  - 9.1.9.** you die.
  - 9.1.10.** The Lessee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 9.2.** A material breach means:
- 9.2.1.** A breach of any of the obligations set out in these terms; or
  - 9.2.2.** A breach that has a serious effect on the benefit the Lessor would otherwise derive from this Agreement over any 3 month period during its term.
- 9.3.** This Agreement shall automatically terminate if a Total Loss occurs in relation to the Goods.
- 9.4.** The Lessee may terminate this Agreement at any time by giving 3 months' notice and by the end of such notice period the Lessee must pay to the Lessor all amounts as set out in the Payment section and in accordance with clauses 10.1.3.1 and 10.1.3.2. Within the same period the Lessee must return the Goods together with, in the case of a vehicle, the registration document, licence and, if applicable, test certificate to the Lessor.

## 10. CONSEQUENCES OF TERMINATION OR EXPIRY

- 10.1.** On expiry or termination of this Agreement, however caused:
- 10.1.1.** The Lessors' consent to the Lessee's possession of the Goods shall terminate.
  - 10.1.2.** The Lessor may, by its authorised representatives, without notice and at the Lessee's expense, retake possession of the Goods and for this purpose may enter the Site or any premises at which the Goods are located; and
  - 10.1.3.** Without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to the Lessor on demand:
    - 10.1.3.1.** All Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued.
    - 10.1.3.2.** And any costs and expenses incurred by the Lessor in recovering the Goods or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 10.2.** You may have to pay us the rentals and other amounts accrued plus a sum equal (on the date of termination of this agreement) to the present value of rentals (including the final Primary Period Rental) that would, but for such termination, have accrued due between the date of termination and the expiry of the Primary Period plus, where there is no final Primary Period Rental, any assumed residual value (to be notified upon termination), such residual value discounted from the date of termination to the end of the Primary Period; less: the net proceeds of sale of the Goods if repossessed and sold or their value as determined by us, if not sold. This net sum shall bear VAT.
- 10.3.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.



**10.4.** 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.

## 11. FORCE MAJEURE

**11.1.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligations has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 3 days' written notice to the affected party.

## 12. CONFIDENTIAL INFORMATION

**12.1.** Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted.

**12.2.** Each party may disclose the other party's confidential information:

**12.2.1.** To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with these Terms; and

**12.2.2.** As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**12.3.** Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## 13. ASSIGNMENT AND OTHER DEALINGS

**13.1.** We may transfer our rights and responsibilities under this Agreement to another person. This will not take away any of your rights or responsibilities under this Agreement. You may not transfer any of your rights or responsibilities under this Agreement to another person.

**13.2.** Nothing in this Agreement will give any person, other than you or us (or anyone who takes over from us or any person to whom we have transferred our rights under this Agreement), any rights under this Agreement.

## 14. DATA PROTECTION

**14.1.** The information we collect from you is used by us to assess your creditworthiness, affordability and sustainability of your Agreement. It also allows us to manage your account and to make collections. It is used to contact consumers for marketing purposes where we have a contractual, legitimate interest or consensual basis. We may also disclose it when legally required to do so at the request of government authorities conducting an investigation. We also use it to protect against misuse or unauthorised use of our website. For further information see the Terms and Conditions on our website.

**14.2.** In considering whether to enter into this Agreement, we may search your records at Credit Reference Agencies (CRAs). They will add to their records about you, details of our search and your application and this will be seen by other organisations that make searches. Our search of records at CRAs may be linked to your spouse/partner, or other persons with whom you are linked financially. For the purposes of any application or this Agreement you may be treated as financially linked and you will be assessed with reference to "associated records".

**14.3.** We may also add to your records with the CRAs details of your Agreement with us, the payments you make under it and any default or failure to keep to its terms. These records will be shared with other organisations and may be used and searched by us and them in order to:

- 14.3.1.** Consider applications for credit and credit related services.
- 14.3.2.** Trace debtors, recover debts, prevent or detect money laundering and fraud; and
- 14.3.3.** To manage your accounts.
- 14.4.** It is important that you provide us with accurate information. We may check your details with Fraud Prevention Agencies (FPAs) and if you provide false or inaccurate information or we suspect fraud, this information may be recorded and reported to Third Parties. FPAs records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals or claims for you and members of your household.
- 14.5.** Please write to us at our address stated above, or telephone us on: 01377 258067, or by emailing us at: [processing@catfossfinance.com](mailto:processing@catfossfinance.com) , if you require details of the CRAs or any other agencies from whom we obtain, and whom we pass, information about you. You have a legal right to these details. You have the right to receive a copy of the information we hold about you if you apply to us in writing.
- 14.6.** We, and (if you have opted-in to receive marketing from third parties at the time of making your application) other carefully selected third parties, may use your information to inform you by post, fax, telephone or other electronic means about other products and services which we believe may be of interest to you.
- 14.7.** You may opt-out of receiving marketing communications from us at any time by contacting us in writing at: our address stated above, or by emailing us at: [processing@catfossfinance.com](mailto:processing@catfossfinance.com)  
If you opt-out of our use of your data for marketing purposes, we will honour such choice once we have had a reasonable opportunity to process your request. We reserve the right to take reasonable steps to authenticate your identity with respect to any such request or other enquiry.
- 14.8.** Your data will remain on file for seven years after our files with your information are closed, whether settled by you or in default.
- 14.9.** This is a condensed version of how we deal with your information. Further and fuller information is provided in our Privacy Policy, which is available on request, or can be found at [www.catfossfinance.com](http://www.catfossfinance.com).

## 15. ENTIRE AGREEMENT

- 15.1.** This Agreement constitutes the entire Agreement between the parties.
- 15.2.** Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 15.3.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## 16. VARIATION

- 16.1.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 17. NO PARTNERSHIP OR AGENCY

- 17.1.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.2.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 18. FURTHER ASSURANCE

- 18.1.** At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may 'reasonably' be required for the purpose of giving full effect to this Agreement.

## 19. COUNTERPARTS

- 19.1.** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

## 20. THIRD PARTY RIGHTS

- 20.1.** Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 20.2.** The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## 21. NOTICES

- 21.1.** Any notice given to a party under, or in conjunction, with this Agreement shall be in writing and shall be:
- 21.1.1.** Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 21.1.2.** Sent by email to the following addresses (or an address substituted in writing by the party to be served):
- 21.1.2.1.** Lessor: processing@catfossfinance.com
- 21.1.2.2.** Lessee:
- 21.2.** Any notice shall be deemed to have been received:
- 21.2.1.** If delivered by hand, at the time the notice is left at the proper address;
- 21.2.2.** If sent by (pre-paid first-class post or other) next working day delivery service, at [9.00am] on the second Business Day after posting; or
- 21.2.3.** If sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when business hours resume.
- 21.3.** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 22. GENERAL

- 22.1.** If any single part of this Agreement is found to be invalid or unenforceable, it will not affect any other condition.
- 22.2.** 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.
- 22.3.** If any provision or part-provision of this Agreement is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 22.4.** If at any time we allow you to do something which is against any of the terms of this Agreement, this will not prevent us from insisting that you strictly follow the terms at any later time.
- 22.5.** You may, at any time, request us to communicate with you by email. You must then provide us with an email address and provided we are practically able to do so, we will send you statements, documents, and letters by email. It shall be deemed effective service if we write to you or email you at your address or email address last known to us.
- 22.6.** Any demand we give will be assumed to have been properly given if served on you personally or left or sent by prepaid envelope addressed to you at your current address or last known business or private address or sent by email to an address provided by you. If sent by first class post it will be assumed to have been received by you 48 hours after posting.
- 22.7.** This Agreement shall be construed according to the laws of England and Wales, or Scotland if you reside there, whose courts shall be the exclusive courts of jurisdiction over any claim or matter arising under or in connection with this Agreement.
- 22.8.** The contractual terms and conditions, and the prior information, are in English. We undertake, with your Agreement, to communicate with you in English during the duration of this Agreement.

## 23. WHEN THIS AGREEMENT COMES INTO FORCE

- 23.1.** This Agreement will only come into force if and when you and we, or our authorised representative, have signed it.



Catfoss Finance Limited  
 Elite House  
 Spellowgate  
 Driffield  
 YO25 5UP

## Instruction to your bank or building society to pay by Direct Debit

Name of account holder

Bank/Building Society account number

Branch sort code

Name and full postal address of your  
 Bank/Building Society

Service User Number

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 2 | 6 | 1 | 0 | 0 | 0 |
|---|---|---|---|---|---|

Reference

### Instruction to your Bank or Building Society

Please pay Catfoss Finance Limited 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 Catfoss Finance Limited and, if so, details will be passed electronically to my bank/building society.

Date

Signature

Banks and building societies may not accept Direct Debit Instructions for some types of account

## 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 Catfoss Finance Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Catfoss Finance Limited 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 Catfoss Finance Limited 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 Catfoss Finance Limited 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 Catfoss Finance Limited.