

# OSM 1.0 DATA ENTRY FORM

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



**CATFOSS**  
Finance

Agreement Ref.

## Hirer Details

Customer Name

Customer Address

Customer PostCode

Co. Reg. No.

VAT No.

Email:

Mobile No.

Security Details:

## Asset Details

Description

Makers Name

Model

Year

New/Used

Reg. No.

Chassis No.

Equip. Location

## HP Details

Cash Deposit

Monthly Instalment

Option Fee

Part Ex

Period

Net Yield

Net Asset Cost

Interest

VAT

Doc Fee

## Insurance Details

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 Hire Purchase Agreement

Between us (Owner) and you (Hirer), on the terms below

Agreement No:

<b>Owner:</b> Name: Catfoss Finance Limited			
Address: Elite House, Spellowgate, Driffield, East Yorkshire		VAT Number: 772302742	
Postcode: YO25 9UP		Company Registration No: 04218973	
Tel: 01377 258067		Email: processing@catfossfinance.com	
<b>Hirer:</b> Name:			
Address:		VAT Number:	
Postcode:		Company Registration No:	
Tel:		Email:	
<b>GOODS OR SERVICES</b>			
Description of Goods:		YOM:	New/Used:
Make:	Model:	Cash Price (exc. VAT)	Cash Price (inc. VAT)
Reg No:	Chassis No:		
<b>FINANCIAL PARTICULARS</b>			
Commencement Date (to be completed by Catfoss Finance Limited)			
Delivery Date (to be completed by Catfoss Finance Limited)			
Duration of Agreement		_____ months	
(a)	<b>Amount of Credit</b> We will provide the Amount of Credit to you on the making of this Agreement by paying such amount, on your behalf, to the supplier of the goods ((d) - (g) below)		
(b)	Cash price (excluding VAT)		
(c)	VAT at 20% (eligible items)		
(d)	<b>Total Cash Price</b> (b) + (c) above		
(e)	Less: Cash deposit		
(f)	Less: Part exchange		
(g)	<b>Total Advance Payment</b> (e) + (f) above		
(h)	Interest		
(i)	Document fee (payable with first instalment)		
(j)	<b>Total charge for credit</b> (h) + (i) total of any non-default charges shown above		
(k)	Option to Purchase Fee (including VAT)		
(l)	<b>Total amount payable</b> (a) + (g) + (j) + (k) above		
A £50 administration fee will be collected annually on the anniversary of the agreement, until such a time as the agreement expires / terminates.			



**Repayments**

You will have to pay the sum of \_\_\_\_\_ in the following way:

A first instalment (including document fee if charged) of:

Followed by \_\_\_\_\_ instalments, each in the sum of:

Followed by a final instalment (including Purchase Option Price if different) in the sum of:

**Interest**

The Hirer will pay a fixed rate of interest on this Hire Purchase Agreement being:

\_\_\_\_\_ %  
per annum fixed

**OTHER CHARGES**

Time is of the essence when making your repayments. Should your payments be late or fail, we may make the following charges:

- Late payment or failure to pay charge: £15 each time;
- Letter fee: £15 per letter;
- 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;
- Costs and expenses of tracing you if you move address without telling us or verifying any information in relation to enforcing this Agreement;
- 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
- 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.
- Charges will be debited to your account when incurred and form part of the outstanding balance.

**SECURITY (INSERT DETAILS IF SECURITY IS REQUIRED)**

**Insurance Details**

The Hirer is required to keep the goods insured.

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Type: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

**DEFAULT INTEREST AND CHARGES**

The Hirer shall pay default interest on all instalments in arrears at the rate of 8% above the Bank of England base rate from time to time in force (provided that if the rate is less than zero, for the purposes of this Agreement it shall be deemed to be zero). This interest will accrue on a daily basis from the date the amount falls due until it is received, to run both before and after any judgment.

## 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 Hirer at the Site.
- Deposit:** The deposit amount set out in the Financial Particulars.
- 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.
- Goods:** Means Equipment/Goods/Vehicle, the items of goods listed, all substitutions, replacements or renewals of such Goods and all related accessories, manuals and instructions provided for it.
- Repayments:** On Page 2, which sets out the instalments payable under this Agreement.
- Purchase Option:** The Hirer’s option to purchase the Goods is more fully described below.
- Purchase Option Price:** The price of the Purchase Option as set out in the Financial Particulars.
- Rental Period:** The period during which the Goods are at the sole risk of the Hirer as set out below.
- Site:** The Hirer’s premises at \_\_\_\_\_.
- Total Loss:** Due to the Hirer’s default the Goods are, in the Owner’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 hired 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.** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7.** Unless the context otherwise required, a reference to one gender shall include a reference to the other genders.
- 1.8.** Reference to legislation or a legislative provision is a reference to is as amended, extended or re-enacted from time to time.
- 1.9.** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10.** 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.
- 1.11.** 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.
- 1.12.** 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 Owner shall hire the Goods to the Hirer subject to the terms and conditions of this Agreement.
- 2.2. The Owner shall not, other than in the exercise of its rights under this Agreement or applicable law, interfere with the Hirer's quiet possession of the Goods.
- 2.3. The Goods will not become the Hirer's property until they have complied with clause 6.1.

## 3. RENTAL PAYMENTS AND DEPOSIT

- 3.1. The Hirer shall pay the instalments to the Owner in accordance with **Repayments**. The instalments shall be paid in Pounds and shall be made by Direct Debit.
- 3.2. 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).
- 3.3. If the Hirer fails to make a payment due to the Owner under this Agreement by the due date, then, without limiting the Owner's remedies, the Hirer 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 day 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. DELIVERY [AND INSTALLATION]

- 4.1. The Hirer assumes all responsibility to arrange Delivery or Collection of the Goods with the Supplier.
- 4.2. The Owner shall not be responsible for the installation of the equipment
- 4.3. If the Hirer fails to accept Delivery of the Goods on the Delivery Date agreed with the supplier, then, except where such failure is caused by the Owner'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.

## 5. TITLE, RISK AND INSURANCE

- 5.1. The Goods shall at all times remain the property of the Owner, and the Hirer 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) except where the Hirer purchases the Goods pursuant to the Purchase Option.
- 5.2. The risk of loss, theft, damage or destruction of the Goods shall pass to the Hirer on Delivery and any further term during which the Goods are in the possession, custody or control of the Hirer (**Risk Period**).
- 5.3. During the Rental Period and the Risk Period, the Hirer 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.
- 5.4. All insurance policies procured by the Hirer shall be endorsed to provide the Owner 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 Owner's request name the Owner on the policies as a loss payee in relation to any claim relating to the Goods. The Hirer shall be responsible for paying any deductibles due on any claim under such insurance policies.
- 5.5. The Hirer shall give immediate written notice to the Owner in the event of any loss, accident or damage to the Goods arising out of or in connection with the Hirer's possession or use of the Goods.
- 5.6. If the Hirer fails to effect or maintain any of the insurances required under this Agreement, the Owner 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 Hirer.
- 5.7. The Hirer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Owner and proof of premium payment to the Owner to confirm the insurance arrangements.

## 6. OPTION TO PURCHASE

- 6.1.** Upon payment of the sum specified in **Repayments** (including the Option to Purchase Fee) and all other sums payable under this Agreement, ownership of the Goods shall pass to the Hirer. Until such time the Goods shall remain the sole property of the Owner and the Hirer shall be a mere bailee or, in Scotland a hirer, of the Goods.

## 7. HIRER'S RESPONSIBILITIES

- 7.1.** The Hirer acknowledges that:
- 7.1.1.** the Goods are required for the purpose of a business carried on by the Hirer, was selected by the Hirer and acquired by the Owner at the Hirer's request for the purposes of this Agreement;
- 7.1.2.** The Hirer relied on his own skill and judgement in selecting the Goods; and
- 7.1.3.** Acceptance by the Hirer of delivery of the Goods is proof that the Goods are of satisfactory quality, in good working order and condition and conforms to the Hirer's requirements.
- 7.2.** The Hirer 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 practicable, 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 Owner. Title and property in all substitutions, replacements, renewals made in or to the Goods shall vest in the Owner immediately on installation;
- 7.2.5.** Keep the Owner fully informed of all material matters relating to the Goods;
- 7.2.6.** Keep the Goods at all times at the Site and shall not move or attempt to move any part of the Goods to any other location without the Owner's prior written consent **OR** at all times keep the Goods in the possession or control of the Hirer and keep the Owner informed of its location;
- 7.2.7.** Permit the Owner 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 Owner, together with such additional information as the Owner may reasonably require;
- 7.2.9.** Not, without the prior written consent of the Owner, 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 Owner, 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 Hirer shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and indemnify the Owner 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 Owner in the Goods and, where the Goods have become affixed to any land or building, the Hirer must take all necessary steps to ensure that the Owner 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 Owner of any rights such person may have or acquire in the Goods and a right for the Owner 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 Hirer shall notify the Owner and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Goods and shall indemnify the Owner 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 Owner'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 Owner requires, or if necessary allow the Owner 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 Hirer acknowledges that the Owner 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 Hirer or its officers, employees, agents and contractors, and the Hirer shall indemnify the Owner 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 Owner arising out of, or in connection with any failure by the Hirer 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 Hirer may terminate this Agreement by giving notice to the Owner and returning the Goods together with, in the case of a vehicle, the registration document, licence and, if applicable, test certificate in accordance with clause 9.4.
- 8.4.** The Owner 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 or 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 Owner may terminate this Agreement with immediate effect by giving written notice to the Hirer if:
- 9.1.1.** The Hirer 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 20) to make such payment;
- 9.1.2.** The Hirer commits a material breach 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 Hirer 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 Hirer 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 or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is provided to the satisfaction of the court" did not appear in sections 123(1)9e) or 123(2) of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- 9.1.5.** The Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;
- 9.1.6.** The Hirer applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- 9.1.7.** A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in conjunction with the winding up of the Hirer (being a company, limited liability partnership or partnership) (other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer);
- 9.1.8.** An application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Hirer (being a company);
- 9.1.9.** The holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 9.1.10.** A person becomes entitled to appoint a receiver over all or any of the assets of the Hirer or a receiver is appointed over all or any of the assets of the Hirer;
- 9.1.11.** A creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days;
- 9.1.12.** Any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Termination;
- 9.1.13.** The Hirer'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; or
- 9.1.14.** The Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 9.1.15.** There is a change of control of the Hirer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 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 Owner 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 Hirer may terminate this Agreement by giving 3 months' notice to the Owner and returning the Goods together with, in the case of a vehicle, the registration document, licence and, if applicable, test certificate. The Owner will then be entitled to compensation in accordance with section 10 below.





## 10. CONSEQUENCES OF TERMINATION OR EXPIRY

- 10.1.** On expiry or termination of this Agreement, however caused:
- 10.1.1.** The Owners' consent to the Hirer's possession of the Goods shall terminate;
- 10.1.2.** The Owner may, by its authorised representatives, without notice and at the Hirer'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 Hirer, the Hirer shall pay to the Owner 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 Owner 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.** The sums payable shall be agreed compensation for the Owner's loss.
- 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 three months, the party not affected may terminate this 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. ENTIRE AGREEMENT

- 14.1.** This Agreement constitutes the entire Agreement between the parties.
- 14.2.** 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.
- 14.3.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

#### 15. VARIATION

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

#### 16. NO PARTNERSHIP OR AGENCY

- 16.1.** 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.
- 16.2.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### 17. FURTHER ASSURANCE

- 17.1.** At its own expense, each party 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.

#### 18. COUNTERPARTS

- 18.1.** 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.

#### 19. THIRD PARTY RIGHTS

- 19.1.** 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.
- 19.2.** The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

#### 20. NOTICES

- 20.1.** Any notice given to a party under or in conjunction with this Agreement shall be in writing and shall be:
  - 20.1.1.** 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
  - 20.1.2.** Sent by email to the following addresses (or an address substituted in writing by the party to be served):
    - 20.1.2.1.** Owner: processing@catfossfinance.com
    - 20.1.2.2.** Hirer: \_\_\_\_\_
- 20.2.** Any notice shall be deemed to have been received:
  - 20.2.1.** If delivered by hand, at the time the notice is left at the proper address;
  - 20.2.2.** 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
  - 20.2.3.** 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.
- 20.3.** 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.



**21. WAIVER**

**21.1.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**22. RIGHTS AND REMEDIES**

**22.1.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**23. SEVERANCE**

**23.1.** 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.  
**23.2.** 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.

**24. GOVERNING LAW**

**24.1.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with to or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**25. JURISDICTION**

**25.1.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Follow the link for our Privacy notice <https://www.catfossfinance.com/data-privacy-statement>  
Follow the link for our Data protection policy <https://www.catfossfinance.com/data-protection-policy>  
Follow the link for our Complaints procedure <https://www.catfossfinance.com/complaint-procedure>

<b>Hirer Signature(s)</b>	Signed _____	Signed _____
	Date signed _____	Date signed _____
	Director name _____	Director name _____
	For and on behalf of _____	For and on behalf of _____
<b>Owner Signature(s)</b>	Signed _____	Signed _____
	Date signed _____	Date signed _____
	Director name _____	Director name _____
	For and on behalf of _____	For and on behalf of _____



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
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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.