1. The Agreement

1.1 This Agreement is made on the Agreement Date between Rivermore Limited (“Rivermore” which expression shall include its successors and assigns) and the Customer shown on the face of this Agreement (the “Customer”) in consideration of the terms and conditions of hire purchase specified overleaf each of which is a part of the terms and conditions of hire purchase whose form is prescribed by law.

1.2 The Customer has the use of the Equipment as soon as it is delivered but the Equipment is owned by Rivermore and will become the Customer’s Equipment only if the Customer pays Rivermore all sums due under this Agreement and exerts its option to purchase the Equipment and pays to Rivermore the Option Price.

1.3 If after paying all sums due under this Agreement the Customer does not wish to purchase the Equipment it must return it in good condition to Rivermore or Rivermore’s duly appointed agent no later than the date the final Instalment is due.

2. The Delivery of Equipment and Inspections

2.1 The Customer will pay: (a) the Deposit, First Installation and Documentation Fee when it signs the Agreement; and (b) the Instalments on the dates shown overleaf by direct debit.

2.2 Time of payment will be of the essence of this Agreement.

2.3 The Customer has selected the Supplier and the Equipment using its own skill and judgement and will inspect the Equipment on delivery. If the Equipment is not satisfactory the Customer will notify Rivermore within 24 hours of delivery of that fact and Rivermore will take all reasonable steps to remedy any defect so notified by the Customer.

2.4 If the Customer has signed this Agreement the Customer chooses to pay the Instalments other than by direct debit the Customer will pay a fee of £25 (plus VAT) for each Instalment not yet due of 2% (plus VAT) of the Instalments due if greater to compensate Rivermore for administration costs.

3. Care and Maintenance of the Equipment

3.1 The Customer is responsible for any loss or damage to the Equipment even if it is not its fault. The Customer will keep the Equipment in good condition, allowing for fair wear and tear.

3.2 The Customer will let Rivermore, or Rivermore’s duly appointed agent, inspect the Equipment at any time to ensure the Equipment is in good working order and satisfactory in every respect.

3.3 The Customer will allow Rivermore at any time to enter its premises to inspect the Equipment and to have it inspected in accordance with the Manufacturer’s recommendations and in a careful manner.

3.4 The Customer will ensure that Rivermore can inspect the Equipment and to repossess the Equipment if this Agreement is terminated pursuant to Clause 5.

3.5 The Customer is responsible at its own cost for: (a) carrying out all daily cleaning and preventative maintenance on the Equipment; (b) ensuring that the Equipment is serviced at the Manufacturers recommended intervals; (c) ensuring that the Equipment is used with the correct fuel, oil, lubricants, water and additives; (d) checking the tyres regularly and ensuring they comply with law and are replaced or repaired if necessary; (e) ensuring that any batteries are charged in the correct and appropriate manner as per the battery manufacturers recommendations so as to preserve the efficient and effective life of the battery; (f) ensuring that all parts used in repairs are approved by the Manufacturer; and (g) ensuring that the bodywork is kept clean.

3.6 The Customer must always use the Equipment carefully and in accordance with law and all the Manufacturers recommendations and have it inspected in accordance with all statutory Health & Safety regulations. If the Customer finds any defects as a result of any such inspection, they must be remedied at the Customer’s cost. The Customer must not use the Equipment, or let anyone use it for a purpose for which it was not designed or built or suitable.

3.7 If it is indicated overleaf that a Maintenance Payment is to be collected with and in addition to the Instalments then this clause will apply: (a) the Customer must enter into, and throughout the life of this Agreement maintain and comply with, of an agreement with the Service Provider or other third party to maintain and service the Equipment in accordance with the Manufacturers requirements; (b) the Customer agrees that it has chosen the Service Provider or other third party using its own skill and judgement and that Rivermore is not responsible for the provision of the maintenance or servicing of the Equipment or any failure of the Service Provider or other third party to provide it; (c) Rivermore or Rivermore’s duly appointed agent will collect the Maintenance Payments if requested to do so in writing by the Customer. Rivermore may decline or elect to cease the collection of Maintenance Payments from the Customer at any time but this will not effect the Customer’s obligations to Rivermore under this Agreement; and (d) if this Agreement ends or the Customer stops paying the Maintenance Payment the Customer may still have obligations to the Service Provider or other third party.

4. The Customers Responsibility to Insure the Equipment

4.1 The Customer must at all times throughout the term of this Agreement keep the Equipment fully insured for its full replacement value under a comprehensive policy and Rivermore’s interest in the Equipment shall be noted on the policy and Rivermore will be noted as loss payee for the benefit of any Manufacturer’s express warranties of fitness and performance of the Equipment. The Customer will notify Rivermore in writing: (a) the amounts which would become payable on termination set out in clause 5 will become immediately due and payable by the Customer to Rivermore; and (b) the Customer will arrange for the Equipment to be insured at the date of delivery to Rivermore or at the date the Equipment is delivered to the Customer.

4.2 If the Equipment becomes a total loss because it is lost, stolen, destroyed or damaged so badly that no one obtain any rights over the Equipment, or let anyone take or threaten to take the Equipment for the purpose of enforcing its rights under this Agreement, maintaining the Equipment and keeping it in good order whilst it is in Rivermore’s possession or that of its agents or bailees and in repairing the Equipment for the purpose of restoring it to substantially the same condition (after allowing for fair wear and tear) as the Equipment was in prior to default under this Agreement, a sum equal to the full replacement value under a comprehensive policy and Rivermore’s interest in the Equipment that would otherwise have become due discounted from the date that this Agreement was ended to the date due for payment at the rate of 2% per annum, less if the Equipment is sold within three months of repossession the net sale proceeds for the Equipment after deducting the costs of sale or if the Equipment is not sold in such three month period the full replacement value under a comprehensive policy, less if the Equipment is sold.

4.3 If Rivermore terminates this Agreement (other than by accepting the Customer’s repudiation of this Agreement) it shall be entitled to the sum specified in Clause 5.2 or such lesser sum as it specifies.

4.4 The Customers rights and remedies in the event of any breach of this Agreement are reserved notwithstanding any express provision relating to the same which shall not exclude such rights and remedies and it may enforce such rights and remedies either separately or in conjunction with any other remedy or remedies it may have under this Agreement.

4.5 If Rivermore decides, in its discretion but without waiving its rights, not to accept the Customers repudiation the Customer must pay such reasonable costs in connection with letters requesting the remedy of the breach and of in visiting the Customer concerning such breach.

5.1 Rivermore may terminate this Agreement immediately on written notice if: (a) the Customer fails to pay any due or any sum due under this Agreement on the due date or any other sum due under this Agreement within 5 days of it being due and payable; and (b) the Customer breaches any term of this Agreement and if such breach is remediable the Customer fails to remedy it within 14 days of written notice requiring remedy.

5.2 If Rivermore accepts any repudiation of this Agreement the Customer must pay to Rivermore as liquidated damages, in addition to Instalments and interest therein accruing up to and including the date on which this Agreement was ended together with all costs and expenses incurred in repossession or attempting to repossession the Equipment, in enforcing its rights under this Agreement containing the possession and keeping in good order whilst it is in Rivermore’s possession or that of its agents or bailees and in repairing the Equipment for the purpose of restoring it to substantially the same condition (after allowing for fair wear and tear) as the Equipment was in prior to default under this Agreement, and the Customer will pay a fee of £25 (plus VAT) for each Instalment not yet due of 2% (plus VAT) of the Instalments due if greater to compensate Rivermore for administration costs.

5.3 If Rivermore terminates this Agreement (other than by accepting the Customer’s repudiation of this Agreement) it shall be entitled to the sum specified in Clause 5.2 or such lesser sum as it specifies.

5.4 Rivermore’s rights and remedies in the event of any breach of this Agreement are reserved notwithstanding any express provision relating to the same which shall not exclude such rights and remedies and it may enforce such rights and remedies either separately or in conjunction with any other remedy or remedies it may have under this Agreement.

5.5 If Rivermore decides, in its discretion but without waiving its rights, not to accept the Customers repudiation the Customer must pay such reasonable costs in connection with letters requesting the remedy of the breach and of in visiting the Customer concerning such breach.

5.6 The Customer may still have obligations to the Service Provider or other third party.

6. Exclusions of Liability

6.1 If the Customer does not obtain direct from the Manufacturer express warranties about the Equipment Rivermore will at the Customer’s request and cost transfer so far as possible the benefit of any Manufacturer’s express warranties of fitness and performance of the Equipment.

6.2 (a) Except as mentioned in sub-clause (b) below, since the Equipment has been chosen by the Customer relying on its own skill and judgement and has not been inspected by Rivermore, Rivermore does not make or give any representation or undertaking express or implied as to the condition, description, quality or performance of the Equipment or as to its fitness for any particular use or purpose. Representations and undertakings are specifically excluded and sections 12 to 14 inclusive of the Sale of Goods Act 1979 shall not apply.

6.3 Rivermore will not be obliged to replace the whole or any part of the Equipment nor for any loss including loss of earnings or profits suffered by the Customer if the Equipment is or becomes unusable.

7. General

7.1 The Customer confirms that the information provided and shown overleaf is true.

7.2 If the Customer fails to pay any sum due on time Rivermore has the right to charge daily interest on that sum at the rate of 6% above Finance House Base Rate from time to time. Interest will be charged from the date of payment until actual payment. This clause will apply both before and after any court judgement made against the Customer and will survive and apply after termination of this Agreement or the hiring.

7.3 If the Customer is a partnership each of the partners are separately and all are jointly responsible for the terms of this Agreement.

7.4 The Customer will indemnify Rivermore if its possession or that of its agents or bailees and in repairing the Equipment for the purpose of enforcing its rights under this Agreement, maintaining the Equipment and keeping it in good order whilst it is in Rivermore’s possession or that of its agents or bailees.

7.5 Rivermore does not make or give any representation or undertaking express or implied as to the condition, description, quality or performance of the Equipment or as to its fitness for any particular use or purpose. Representations and undertakings are specifically excluded and sections 12 to 14 inclusive of the Sale of Goods Act 1979 shall not apply.

7.6 If in making this Agreement the Customer deals as a consumer or if in Scotland this Agreement is a consumer contract (within the meanings of Sections 12 or 25 of the Unfair Contract Terms Act 1977) it is sold to the Customer with the benefit of undertakings about title, correspondence with description, fitness for purpose and merchantability of the Equipment and undertakings are specifically excluded and Sections 12 to 14 inclusive of the Sale of Goods Act 1979 shall not apply.

7.7 If the Customer is a partnership each of the partners are separately and all are jointly responsible for the terms of this Agreement.

7.8 If the Customer is a partnership each of the partners are separately and all are jointly responsible for the terms of this Agreement.

7.9 The Manufacturer means the original manufacturer of the Equipment.

7.10 Group’ means Rivermore and any other company which is Rivermore’s holding company or subsidiary and any other company which is a subsidiary of that holding company and ‘holding company’ means the original manufacturer of the Equipment.

7.11 ‘Rivermore’ and ‘Rivermore Asset Finance’ are trading styles of Rivermore Limited (Registered Office: Berkeley House, Amey Street, Alton, Hampshire GU34 1TH. Company Registration number 04749627). Its successors and/or assigns.

7.12 Headings are used in this Agreement for ease of reference only.