

This Lease Agreement is made between PACCAR Financial PLC and the Hirer named below for the hire of the Vehicle(s) specified below and on the terms and conditions set out below and following:

Customer Number

Agreement Number

Signature for Hirer

Signed for and on behalf of the Hirer:



Hirer

Name and Address

Postcode

Co Registration No.

Telephone No.

Fax. No.

Vehicle Insurance Details

Name of Insurers

Policy No.

Expiry Date

Telephone No.



Important – Use of Your Information

You have a right to know how we will use your personal information. It is important that you should read Clause 9 in the Terms and Conditions on Page 4 before you sign. By confirming your agreement to proceed you are accepting that we and the Credit Reference and Fraud Prevention agencies may use your information as described.

Vehicle Details

New	Model	Chassis No.	Registration No.
-----	-------	-------------	------------------

Cab Type	Body Details
----------	--------------

Ancillary Equipment

Date of First Registration	Location of Vehicle(s)
----------------------------	------------------------

Vehicle Details

Model	Chassis No.	Registration No.
-------	-------------	------------------

Cab Type	Body Details
----------	--------------

Ancillary Equipment

Date of First Registration	Location of Vehicle(s)
----------------------------	------------------------

Vehicle Details

Model	Chassis No.	Registration No.
-------	-------------	------------------

Cab Type	Body Details
----------	--------------

Ancillary Equipment

Date of First Registration	Location of Vehicle(s)
----------------------------	------------------------

Agreement Number:

Period of Hire and Rentals

The Period of Hire from the date of this Agreement is [] months. A first Rental of £ [] (plus VAT)* plus an Administration Fee of £ [] (plus VAT)* is payable on the date of this Agreement followed by the Rentals scheduled in the table below:

No. of consecutive Rentals	Rental Frequency	Amount of each Rental (plus VAT)*	Commencing on
		£	
Followed by		£	
Followed by		£	
Followed by		£	
Followed by		£	

Variation in Rentals - see clause 2 of terms & conditions

* VALUE ADDED TAX IS PAYABLE ON ALL SUMS AS THEY FALL DUE AT THE RATE IN FORCE AT THAT TIME

Renewal Option

The Hirer may renew the hiring of the Vehicle on the expiry of the Period of Hire on a year to year basis for a maximum aggregate renewal period of 20 years by paying annually in advance Rentals of : £ [] (plus VAT)* commencing on the first day of the secondary period of hire.

Sale Proceeds Percentage (see Clause 8 of terms & conditions) %

Declaration for exemption relating to businesses

(articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

You, the Hirer, are entering this agreement wholly or predominantly for the purposes of a business carried on by you or intended to be carried on by you.

You understand that you will not have the benefit of the protection and remedies that would be available to you under the Financial Services and Markets Act (FSMA) 2000 or under the Consumer Credit Act (CCA) 1974 if this agreement was a regulated agreement under those Acts.




You understand that this declaration does not affect the powers of the court to make an order under section 140B of the CCA 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.

You are aware that, if you are in any doubt as to the consequences of the agreement not being regulated by the FSMA 2000 or the CCA 1974, you should seek independent legal advice.

Signature for Hirer

You, the Hirer, apply to us, PACCAR Financial PLC, to take the Vehicle(s) and any Ancillary Equipment set out in the Vehicle Details Schedule on hire under terms set out above and overleaf. You confirm that you are an authorised signatory, that you have read this document fully, including all the terms and conditions and that all details were completed prior to signature.

**Signature for
PACCAR Financial PLC
VAT Reg. No. 771 4510 40**

Signed for and on behalf of the Hirer: 
Name of signatory:  (please print)
Title of signatory:  (please print)

Signed:
Date of this Agreement:

1. THIS AGREEMENT

- a. Under the terms of this Agreement, the Hirer, ('you') agree to lease the Vehicle from PACCAR Financial PLC, ('us/we'), for your business use.
- b. This document constitutes the whole Agreement between you and us and no change to it can apply unless such change is in writing and is signed by one of our officers and someone authorised by you.
- c. If we do not, at any time, enforce any of our rights under this Agreement, we do not waive any of those rights.
- d. Each Vehicle leased under this Agreement is covered individually by these terms and conditions. The term 'the Vehicle' includes all Vehicles and Ancillary Equipment leased and any alterations, additions or replacements.
- e. If the Hirer is two or more persons you will be liable individually and together. This means that each person will be fully responsible for complying with the terms of this Agreement and if any person is in breach of this Agreement we may, at our option, sue that person or any or all of you.
- f. We may require you to arrange for any purchase contract you have entered into to be varied so as to pass title in the Vehicle directly to us.
- g. You authorise us to amend or insert the details of the serial number, registration number or model of the Vehicle which are not known on the day you sign this Agreement or which change before this Agreement starts.
- h. If any part of this Agreement is found to be invalid, illegal or unenforceable that will not affect or impair the rest of the Agreement in any way.
- i. We are entering into this Agreement on our own behalf and on behalf of and for the benefit of all companies in our group ("Group Companies") and we may use any of our Group Companies to supply any services or comply with any of our obligations under this Agreement. All our Group Companies shall have the benefit of the terms of this Agreement in connection with the subject matter of this Agreement and shall have the ability to enforce such rights.

2. PAYMENTS

- a. The Rentals which you must pay under this Agreement are set out in the 'Period of Hire and Rentals', section overleaf.
- b. You may not withhold payment of any Rental or part thereof, or other amount due, by reason of any right of set-off or counterclaim which you may have or allege to have. It is a vital condition of this Agreement that each and every Rental is paid in full and on time. You must continue to pay the Rentals or any other monies due, even if the Vehicle fails to operate for any reason.
- c. Any monies sent by post will be at your own risk.
- d. If you sign a direct debit mandate when you sign this Agreement and subsequently choose to pay by invoice, your Rentals will be increased by a maximum of 5%.
- e. If any direct debit payment is not met when due, you will pay us an administration fee as detailed in our current list of charges. An up to date list of all administration charges is available on request.
- f. If any sums are not received on the due date for payment, you shall be obliged to pay us late payment interest of 12% per annum of the amounts overdue calculated on a day to day basis from the due date until the date of payment (after, as well prior to any relevant judgement) together with any costs and expenses incurred by us in collecting the payments of such overdue amounts. In the event of default leading to termination of this Agreement additional general collection costs will be calculated at 12% of the overdue amount. In the event that such general collection costs exceed the 12%, we are entitled to charge the actual collection costs to you.
- g. If there is a change at any time during the Period of Hire in the rates of Corporation Tax or writing down allowances prevailing at the date of this Agreement and applicable to us or the expenditure incurred by us, or in the nature, interpretation, time of levying or payment of taxation applicable to us or the Rentals such that this has the effect of reducing the post tax profit that we had, immediately before that change, anticipated that we would make on this Agreement, or if any of the assumed writing down or other allowances in respect of the Vehicle are disallowed or reduced, or losses arising to us in respect of the said allowances cease to be available for set-off against all our other profits or for surrender by way of group relief or there is a change in the rules relating to the surrender of losses, (as computed for UK tax purposes), by way of group relief then we may vary the Rentals, (or, in the event that no further Rentals fall due to be paid, claim additional Rentals), by such amount as is considered necessary to place us in the position we would have been in had such changes not occurred. Any dispute over the amount of variation shall be referred, at your expense, to our auditors for determination, whose decision, you agree, shall be final and binding.
- h. We may at our absolute discretion appropriate any payment by you towards any debt you owe under any Agreement you have with us.
- i. If we are indebted to you, whether under this Agreement, another Agreement or otherwise, we are entitled to set-off the sum we owe you against any unpaid Rentals or other debt you owe us.

3. THE VEHICLE AND OUR EXCLUSIONS

- a. Neither the supplier nor any other person through whom this Agreement was negotiated is our agent or has any authority to make any representation on our behalf.
- b. The supplier and the Vehicle have been selected by you using your own judgement. As we are not the manufacturer or supplier of the Vehicle we are not able to give and do not give any advice or information about it.
- c. We do not make or give and are not liable for any representations, warranties, conditions or guarantees, express, implied, collateral, statutory or otherwise and any such representations, warranties, conditions and guarantees are hereby excluded and extinguished. If you require any warranties, you must obtain these from your supplier.
- d. We are not liable for any loss, or expense, (direct or indirect), resulting from delay by the supplier in delivering the Vehicle. You shall arrange and be responsible for, at your own cost, the delivery, installation and commissioning of the Vehicle and as between ourselves and you, the risk of loss or damage to the Vehicle shall pass to you on either delivery of the Vehicle to you or the earlier time when we have paid the supplier for the Vehicle before final delivery to you and the risk passes from the supplier to us.
- e. Except in the case of death or personal injury caused by our negligence, we are not liable for any loss, injury or damage (including consequential or financial loss) due to any defects in the Vehicle, its parts or any consumables (including any parts which are replaced).

4. YOUR OBLIGATIONS

- You will: (i) as an obligation surviving termination of this Agreement indemnify us (and any Group Company) against any loss, damage, or other expense we incur (including legal costs, whether incurred as a result of a third party claim or otherwise), arising directly or indirectly as a result of our having entered into this Agreement. This includes (but is not limited to) any loss, damage or expense we incur as a result of the state, condition or use of the Vehicle or in connection with the enforcement of our rights under this Agreement (except in the case of death or personal injury caused by our negligence). For the avoidance of doubt, this obligation to indemnify us (and any Group Company) is owed by you even if you have discharged your other obligations under this Agreement (including under clause 4(iii) below);
- (ii) inspect and test the Vehicle on delivery. If you believe the Vehicle is of the wrong specification, you must inform us in writing within 5 working days of delivery. If you believe the Vehicle is defective or unfit for the purpose for which it was acquired you must inform us in writing within 15 working days of delivery. If you give no notice within these time periods this will be treated as your confirmation that you have accepted the Vehicle and that it is in good working order and satisfactory in every way. For the avoidance of doubt, notification of any defect does not mean that we will accept your complaint or that you have the right to bring this Agreement to an end;
 - (iii) be responsible, at your own cost, for keeping the Vehicle in good condition (allowing for fair wear and tear) and in full working order and for arranging all servicing, maintenance and repairs that may be required at any time, in accordance with the manufacturer's instructions and recommendations and that all replacement parts are of good industry standard. You must make good all damage to the Vehicle, other than fair wear and tear; (iv) use the Vehicle only in accordance with all applicable laws and regulations and the manufacturer's recommendations and you must not use the Vehicle for any purpose for which it was not designed or built, or is unsuitable;
 - (v) not make any alteration, addition or modification to the Vehicle, whether mechanical, cosmetic or otherwise (including any paintwork or decals not given prior approval from us in writing), other than those required by law (any such alteration, addition or modification will be at your expense but will not be or become your property) and not remove any existing component from the Vehicle unless it is replaced immediately (or if removed in the ordinary course of repair and maintenance, replaced as soon as practicable) by the same component or by one of a like make and model to that removed or an improved or advanced version thereof;
 - (vi) not dispose of or let the Vehicle and not permit the Vehicle to be used outside the EEA and Switzerland without our express written permission;
 - (vii) not portray yourself as the owner of the Vehicle or do anything that might jeopardise our interest in the Vehicle and must (except to comply with its maintenance obligations) keep the Vehicle in your possession at all times. You must not assign, charge, pledge, sub-let or otherwise dispose of the Vehicle or any part of it or your interest in this Agreement. You must immediately inform us if anyone claims or attempts to claim any interest in the Vehicle and take such action as we may require to be taken in order to protect our interest;
 - (viii) keep the Vehicle free from all liens, charges and distrains and pay all taxes, outgoing and impositions in respect of the Vehicle and its letting at the location specified overleaf, excepting only any taxes on or assessed by reference to our profits or any Value Added Tax which we are able to reclaim from HM Revenue & Customs;
 - (ix) allow us access, at all reasonable times, to inspect the Vehicle and/or relevant service records; (x) not claim capital allowances on the Vehicle;
 - (xi) if we so require, allow us to affix plates or other markings to the Vehicle in the name of PACCAR Financial PLC, (you will not remove or alter any identification or registration marks placed upon the Vehicle);
 - (xii) punctually perform any commitments to us under any other agreements or arrangements with us or with any Parent Undertaking of ours or any Subsidiary Undertaking of any such Parent Company (as such terms are defined in section 1162 Companies Act 2006), from time to time, (each an 'Associated Company');
 - (xiii) save in circumstances where, at the end of the Period of Hire you do not exercise the renewal option or sell the Vehicle pursuant to Clause 8 below, when this Agreement or hiring ends for any reason return the Vehicle at your expense, in good order, repair and condition, to such place in the UK as we shall require. If you fail to return the Vehicle to us upon such termination, you will allow us immediate access to remove it and any expenses we incur in doing so will be met by you; (xiv) notify us in writing of any change in your address and upon request by us promptly inform us of the whereabouts of the Vehicle.

Signature for Hirer:



5. INSURANCE

a. You must keep the Vehicle insured, (by an insurer approved by us), under a fully comprehensive policy without any excess or restrictions and for the full cost of replacing the Vehicle as new and require your insurers to note our interest on the policy. You must comply with all the terms and conditions of any such insurance policy and promptly provide us with any assistance which we may require in pursuing any claim. b. If we so request, you must provide us with proof of an adequate insurance policy. If you do not provide such proof, we may, at our option, arrange suitable insurance. We will pay for the insurance and collect the cost of doing so from you, along with each remaining Rental. We will provide you with full details of the policy we take out on your behalf.

c. You must inform us of any claims you make and appoint us as your agent to negotiate with and be solely able to agree settlement of claims and receive monies from your insurers. Any insurance monies received by us shall be applied, at our sole discretion, in repairing or replacing the Vehicle or in compensating us, (any deficiency being made up by you on demand), for any loss we incur.

d. In the case of your insurers considering any claim, including total loss, on the Vehicle it is your obligation to continue to pay all Rentals on or before their due date, until the point of full settlement.

e. If the Vehicle becomes a total loss for insurance purposes you must inform us immediately. We may terminate the hiring of the Vehicle and you will be liable to pay a sum equal to the amount which you would be liable to pay if the hiring had been terminated under Clause 6 (the 'Termination Sum'). If the proceeds of the insurance received by us, together with any payments made by you exceed the aggregate of the Termination Sum and any other sums payable by you, an amount equal to the excess will be paid to you by way of rebate of Rental and any shortfall will be paid by you.

6. DEFAULT

If, during the currency of this Agreement;

(i) you fail to pay any monies due to us in full, on the date they become due; or,

(ii) you, or any guarantor of this Agreement, have a receiver, (or, in Scotland, any similar officer), appointed over any of your assets, become insolvent or are, in our opinion, unable to pay your debts; or, (iii) you, or any guarantor of this Agreement, cease to trade, your partnership is dissolved or you die; or, (iv) you hold a formal or informal meeting of any or all of your creditors; or, (v) any distress, execution, sequestration, attachment, or other process, (including, in Scotland, any exercise or threatened exercise of any landlord's hypothec, or any other similar procedure), is levied or enforced upon the Vehicle, or against any of your assets or income; or, (vi) you are found to have given false information in connection with your entry into this Agreement; or, (vii) in our opinion, a material adverse change occurs in relation to your business; or, (viii) you breach any term of this Agreement or any other agreement, that you may have with us, or with either an Associated Company of ours and, if such breach is remediable, you fail to remedy it within 14 days of written notice requiring its remedy; or,

(ix) there is a total loss of the Vehicle, or the insurers are treating a claim on a total loss basis; this will constitute an Event of Default (and in the case of the events referred to in Clauses 6(i), (vi) or (viii) will be deemed to constitute a repudiation of the Agreement by you). On the occurrence of an Event of Default we may terminate the hiring under this Agreement forthwith, without giving you prior notice and without affecting the duties and liabilities you had with us at the date of termination. For the purpose of this Clause 6, the term 'you', shall, as applicable, include any Associated Company of yours.

7. EFFECTS OF TERMINATION

a. If the hiring under this Agreement is brought to an end under Clause 6 above, you must immediately pay us;

(i) all Rental arrears and any other sums accrued, due and unpaid at the date of termination, together with interest payable under Clause 2f above; and

(ii) the cost of all repairs and/or replacements required as at the date of termination to render the Vehicle in good and substantial repair and proper working condition (fair wear and tear excepted) provided that, where such repairs are not completed within a period of 3 months from the date of termination, the costs shall be considered to be the cost as estimated by a dealer or valuer appointed for the purpose by us and;

(iii) the aggregate of all Rentals that would have been payable from the date of termination until the last day of the period of hire, less a discount for early receipt which we shall calculate by reference to the net present value of the cash flow of each unpaid Rental; and;

(iv) any other sums which are or become due to us, to which we are entitled by way of damages;

b. in the event of termination, your liability will be calculated as the combined total of 7a(i) to 7a(iv) inclusive). Upon recovery of the Vehicle we will use all reasonable endeavours to sell the Vehicle. The net sale proceeds will be credited towards your liability.

c. If an Event of Default occurs prior to delivery of the Vehicle, then you must pay to us the sum set out above in Clause 7a. When we are able to obtain possession of the Vehicle from the supplier we will sell the Vehicle and apply the net sale proceeds to your liability.

d. The termination of the hiring constituted by this Agreement shall not affect any of our rights or your liabilities subsisting at the date of termination.

e. On termination of the hiring however and whenever this occurs, you will no longer be in possession of the Vehicle with our consent and must (unless otherwise agreed with us) return the Vehicle to us, to an address of our choosing, in good order and in good working condition at your own expense and risk, together with all registration documents, Department of Transport Certificates and the Vehicle licence disc relating to the Vehicle. Without prejudice to our claim for any arrears of Rental or damages for any breach of the Agreement or any other rights, we, or our representative, may at any time after such termination of the hiring, without notice, retake possession of the Vehicle and for such purpose enter upon any premises belonging to or in your occupation or control. You shall be responsible for all costs, charges and expenses so incurred in retaking possession and storage of the Vehicle and shall also bear reasonable costs incurred by us at any time in ascertaining the whereabouts of yourself and/or the Vehicle.

8. RENEWAL OPTION AND DISPOSAL

a. If you are not in default of any of your obligations, then you may exercise the Renewal Option overleaf. You must give us written notice at least one month before the expiry of the Period of Hire (or secondary period, if applicable) if you want to exercise your option to extend.

b. If you are not in default of any of your obligations then, on expiry of the hiring of the Vehicle, we may at our discretion, appoint you as our sales agent for the Vehicle on the following terms:

(i) the Vehicle shall be sold at not less than the open market value to a person who is not a connected person for a price first approved by us in writing (a 'connected person' being either you or any person who is in our opinion connected with you); (ii) title shall pass on full payment of the purchase price, inclusive of Value Added Tax, to us; (iii) the Vehicle must be sold for business use without the benefit of any warranty, representation or condition on our part (save that we can pass good title); (iv) you must indemnify us against all losses, damage, costs, claims and expenses arising out of the sale (including legal fees) on a full indemnity basis in connection with any claim brought or threatened against us by any purchaser; and (v) on receipt of the proceeds of sale, we shall pay to you a sum equal to the Sales Proceeds Percentage (net of VAT) as rebate of Rentals, subject to the amount of such sum not exceeding the total Rentals paid. If the Vehicle is not sold within 3 months, we reserve the right to terminate this agency, and (vi) on receipt of the proceeds of sale, we will instruct you to make the vehicle available for collection by the buyer. The buyer will then contact you to arrange a suitable time for collection, and you will not unreasonably refuse to agree a time offered.

9. DISCLOSURE AND USE OF DATA

a. You confirm that we may hold and process by computer or otherwise any information obtained about you in connection with this Agreement, any other applications you may have made or other Agreements entered into. You also agree that we may use this information and disclose it to Associated Companies of ours for the purpose of reviewing this Agreement or for credit assessment, marketing or administering and servicing this Agreement and to enable us to carry out statistical analysis. You confirm that we may disclose information obtained about you in connection with this Agreement to our agents, advisors, Principals, Group Companies and any person to who we assign our rights under this Agreement and they will be able to use the information as we may do in accordance with this clause. We may refuse to enter into this Agreement without stating a reason.

b. We may also use information we hold about you to send marketing material about goods and/or services offered by us or by third parties which we believe may be of interest to you and we may provide details of your name and address as part of a mailing list to selected companies, including Associated Companies of ours to enable them to market goods and services which we believe may be of interest to you. If you do not want to receive such information you should write to PACCAR Financial PLC, PO. Box 82, Eastern Bypass, Thame, Oxfordshire, OX9 3GH.

c. We will not otherwise disclose this information except when required or permitted to do so by law and for fraud prevention purposes to a licensed credit reference agency to help us and others make credit decisions.

10. NOTICES

Notices served hereunder shall be sufficiently served if sent by post or fax to the usual or last known place of business of the addressee and proof of dispatch shall be conclusive evidence of receipt by the addressee in the due course of transmission. If there is more than one Hirer a notice posted to one of you will be deemed to have been served on you all.

11. ASSIGNMENT

Although you may not assign this Agreement, we may assign it and any references to us shall include any such assignee.

12. GOVERNING LAW

This Agreement is governed by English law. Any dispute will be subject to the jurisdiction of the English courts.

13. THIRD PARTY RIGHTS

Unless otherwise specified in this Agreement, a person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Agreement.

Signature for Hirer:

