

# Non-Regulated Hire Purchase Agreement

- For body corporates and partnerships of 4 partners or more
- For sole traders and partnerships of 3 or less for business use assets where the amount of credit is over £25,000.00
- Not available to High Net Worth Individuals

The FLA recommend that customers taking out business finance agreements follow these steps:

1. Read your business finance agreement carefully before signing it. Never sign a business finance agreement which is not fully complete. Retain copies of all documentation.
2. Ensure that the final contract:
  - (a) corresponds with any verbal or written quotation on the rental amount and period of hire;
  - (b) accurately reflects what you are agreeing to pay for, including any maintenance or services included in the repayments; and
  - (c) accurately describes the equipment you are expecting to receive (e.g. whether it is new or used) and that its working life is appropriate to the length of the finance agreement.
3. Make it clear who has the authority within your own organisation to sign the agreement.
4. Make sure you understand and agree with all terms and conditions of the business finance agreement and, if you are unsure, ask for these to be explained or seek advice.
5. Make sure you understand all the costs involved and whether these will change during the course of the business finance agreement.
6. Check that the supplier of the equipment is reputable.
7. Understand whether there are any notice period or settlement terms required to terminate the agreement.
8. If there is a maintenance or service contract which is separate to the finance agreement, check that the length, start date, notice period and settlement terms of the two agreements is the same, and if not, that you are happy with this.
9. If the name of the leasing company contracting with you is not shown on the agreement, ensure that you are informed at the earliest possible time.
10. Check whether the funder is a member of the FLA, as all asset finance members adhere to the FLA Business Finance Code.
11. If any amendments are made to the business finance agreement or a further agreement is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
12. If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.

[www.fla.org.uk/business-information/business-finance-code/](http://www.fla.org.uk/business-information/business-finance-code/)



This hire purchase agreement (the “**Agreement**”) is made between Mitsubishi HC Capital UK PLC (trading as Novuna Business Finance) and its successors and assigns (“**Novuna**”) registered at Novuna House, Thorpe Road, Staines-upon-Thames, Surrey, TW18 3HP company number 01630491 and the Customer named in this Agreement (the “**Customer**”).

**Agreement number**

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**Customer details**

Customer name:

Trading as:

Address:

Postcode:

Telephone:  Mobile:

Email:

Company number:

**Partnership details:**

If this Agreement is entered into on behalf of a partnership, state name of each partner:

(1)

(2)

(3)

(4)

**Goods**

New/Used	Make / Model / Description	Serial / Chassis Number	Registration Number

Location of Goods (if different from above)

**Instalments and financial information**

<b>Cash Price (excl. VAT)</b>	(a)	£
<b>VAT</b>	(b)	£
<b>Non VAT</b>	(c)	£
<b>Total Cash Price</b>	(a)+(b)+(c) = (d)	£
<b>Cash Deposit</b>	(e)	£
<b>Part Exchange</b>	(f)	£
<b>Total Deposit</b>	(e)+(f) = (g)	£
<b>Balance Financed</b>	(d)-(g) = (h)	£
<b>Finance Charges</b>	(i)	£
<b>Documentation Fee</b> (payable with the first Payment)	(j)	£
<b>Balance Payable</b>	(h)+(i)+(j) = (k)	£
<b>Option to Purchase Fee</b> (incl. of VAT, payable with the final Payment)		£

No.	Frequency	Instalment Amount	Due Date / Commencing on
		£	
		£	
		£	
		£	
		£	
		£	
		£	
		£	
		£	
		£	

Hire Period means  months commencing on the Date of the Agreement

**IMPORTANT – Your Information:**

We will obtain information about you from credit reference and fraud prevention agencies to help make decisions about you and we will record information about you with them. It is important that you read the “Use of Your Information” notice on page 3 before you sign. You can also read our full privacy policy at [www.novuna.co.uk/business-finance/privacy-notice](http://www.novuna.co.uk/business-finance/privacy-notice)

**Missing Payments**

If you do not make payments when they are due, you may have to repay the credit early, we may repossess the Goods, your credit records may be affected in a way that makes it difficult to obtain further credit, you may face legal action to recover what you owe. In addition, you will have to pay charges for breach of the Agreement.

## Declaration for exemption relating to businesses (articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

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 on by me/us\*.

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 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

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 Lender and the borrower is unfair to the borrower.

I am/We are\* aware that, if I am/we are\* in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974, then I/we\* should seek independent legal advice.

**\*Delete as appropriate**

Declared/Signed by:

(1)

(2)

(3)

## Insurance

You are required under clause 7 of this Agreement to insure the Goods at your own cost, for its full replacement value against loss (including total loss) and damage from all risks, and against third party liability for such amount as is prudent in the circumstances, under a fully comprehensive policy with a reputable insurer approved by us (such approval not to be unreasonably withheld).

## Complaints

If you have a complaint about a product or service offered by Novuna Business Finance, then please contact our Customer Support Team on 01784 227333 or email [CustomerService@novunabusinessfinance.co.uk](mailto:CustomerService@novunabusinessfinance.co.uk).

If we are unable to resolve it to your satisfaction and you are an eligible complainant, you may have the right to refer your complaint to the Financial Ombudsman Service. Please visit the website for further information: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**This is a Hire Purchase Agreement. Sign it only if you want to be legally bound by its terms.**

Signature(s)

Dates(s) of Signature(s)

The Goods will not become your property until you have made all the payments. You must not sell them before then.

Full Name in  
BLOCK Capitals

Position Held

(Office use only)

Signed for and on behalf of Novuna

Date (the **Date of the Agreement**)



## 1. Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

**Balance Payable** means all payments outstanding under this Agreement from time to time, including any sums payable in addition to the Payments but excluding the Option to Purchase Fee;

**Date of the Agreement** means the date on which this Agreement is signed by Novuna;

**Documentation Fee** means the fee for Novuna's costs of handling the proposal, setting up the Agreement and releasing the funds;

**Goods** the goods described on Page 1, which shall include any accessories or additions to the goods and any renewals of component parts and any replacement for the goods whether arranged by Novuna or otherwise.

**Hire Period** means the Period of Hire specified on Page 1; commencing on the Date of the Agreement.

**Insurance Proceeds** means the proceeds of the insurance referred to in clause 7;

**Location** the premises specified on Page 1 where the Goods are to be situated;

**Option to Purchase Fee** means the option to purchase fee set out on Page 1, which includes VAT;

**Instalment** means the payments set out on Page 1; and

**Supplier** means the supplier of the Goods.

1.2 The expressions "Total Deposit" and "Balance Financed" refer to the amounts and rates set out on Page 1.

1.3 Unless the context otherwise requires, words in the singular shall include the plural (and the reverse).

## 2. Hire

2.1 From the Date of the Agreement Novuna agrees to hire to the Customer and the Customer agrees to take on hire the Goods, on the terms set out in this Agreement for the Hire Period with an option to purchase (as further described in clause 10) for use in the Customer's business.

2.2 If the Goods are livestock, the term "Goods" shall for the purpose of this Agreement include the progeny of the livestock.

## 3. Delivery and Acceptance

3.1 The Customer will make arrangements with the Supplier for the delivery and (if applicable) the installation of the Goods at the Location. Novuna will not be liable for any delay in the delivery or installation of the Goods.

3.2 Upon delivery the Customer will inspect the Goods and ensure that the Goods are in good working order and condition and meet the Customer's requirements. Unless the Customer notifies Novuna of any issues with the Goods within five working days of the date of delivery of the Goods, Novuna shall be entitled to assume that the Goods are complete, in good working order and condition, of satisfactory quality and meet the Customer's requirements.

## 4. Instalments

4.1 The Customer agrees to pay the Total Deposit and Documentation Fee to Novuna (or, if Novuna instructs the Customer otherwise, to the Supplier) when the Customer signs this Agreement.

4.2 The Customer agrees to pay Novuna:

- (a) the Instalments on the due date by direct debit; and
- (b) all other amounts within 7 days of Novuna's written demand.

4.3 Any determination by Novuna of an amount payable by the Customer under this Agreement shall be conclusive and binding on the Customer in the absence of fraud or manifest error.

4.4 Where applicable, VAT will be payable on any sums due under this Agreement at the rate applicable when the relevant payment is due.

4.5 Payments shall only be treated as paid on the date of receipt by Novuna of cleared funds.

4.6 If any Payment or other payment is not received by its due date, Novuna may charge default interest on such sum at 5% per annum from the due date until receipt of payment in full, both before and after judgment.

4.7 If the date for payment of any amount under this Agreement is not a Business Day, the payment shall be made on the next Business Day.

4.8 If the first date of payment of any amount under this Agreement is due at the end of a month which has more days in it than subsequent months when payments are due, in respect of those shorter subsequent months, the payment shall be due on the last day of the month.

## 5. Goods and exclusion of liability

5.1 The Goods have been selected by the Customer from a Supplier of the Customer's choice and the Customer acknowledges that Novuna is not an expert in the Goods. Accordingly, it is agreed that this risk should be carried by the Customer, and the Customer and Novuna both agree as follows:

- (a) the Customer has entered into this Agreement and will use the Goods for the purposes of their business;
- (b) the Customer acknowledges that the Supplier is not Novuna's representative or agent, and has no authority to make any representation on their behalf including, but not limited to the giving of any warranties regarding the condition and/or use of the Goods;
- (c) the Customer acknowledges that the Instalments which the Customer will pay have been calculated by Novuna on the assumption that Novuna will not be liable for such condition and use; and

(d) the Customer accepts that they must obtain any warranties relating to the Goods that the Customer requires directly from the Supplier;

5.2 The Customer agrees that it is reasonable for Novuna to exclude/limit Novuna's liability in respect of the condition and/or use of the Goods as follows:

- (a) Novuna does not give any express warranties in relation to the Goods and Novuna will not be liable in respect of any implied terms or warranties regarding the description, quality, fitness for purpose, suitability or performance of the Goods (save to the extent that Novuna is unable in law to exclude such liability); and
- (b) the Customer will compensate Novuna for any loss, charge or claim which arises directly or indirectly from its use and/or possession of the Goods (save for personal injury or death caused by Novuna's negligence);

5.3 If it transpires that the Customer has (or, but for the operation of this clause 5 would have had) any claim against Novuna in respect of the condition and/or use of the Goods, then Novuna may (at Novuna's discretion) arrange for the benefit of any similar claim that Novuna may have against the Supplier in respect of Novuna's purchase of the Goods to be transferred to the Customer, and such transfer will satisfy any claim that the Customer may have against Novuna; and

5.4 The Customer acknowledges and agrees:

- (a) that the provisions of this clause 5 are reasonable, in that they are intended to put the Customer back into the position that the Customer would have been in had the Customer purchased the Goods directly from the Supplier; and
  - (b) that it is unreasonable to expect Novuna to bear the risk of non-performance of the Goods that the Customer sourced from the Supplier of the Customer's choice, simply because Novuna has financed the Customer's use of the Goods;
- 5.5 Notwithstanding the above, if and to the extent that any of the above provisions are ineffective to exclude Novuna's liability, it is agreed by the Customer that:
- (a) Novuna will in no circumstances be liable for any loss of revenue, savings or profit, nor for any loss of or reduction in value of the Goods, nor for consequential losses; and
  - (b) in respect of any other loss, Novuna's liability will be limited to the lesser of the cost of repairing the Goods, its diminution in value or the total of Payments due under this Agreement.

## 6. Care of the Goods

6.1 The Customer will maintain the Goods (at the Customer's expense) in full working order and condition. The Customer is responsible for all maintenance of the Goods in accordance with the recommendations of the Supplier or manufacturer of the Goods. If any part is lost or damaged, the Customer will replace it with parts of equal standard and quality to the original components.

6.2 The Customer will use the Goods properly and comply with any guidelines issued by the Supplier and manufacturer. The Customer must not use the Goods for any unlawful purpose. If relevant, the Customer is responsible for connection and disconnection of the Goods.

6.3 The Customer will keep the Goods at the Location and the Customer must not take the Goods outside the United Kingdom without Novuna's prior written consent, provided that if the Goods are vehicles then the Customer may use the Goods in the European Union ("Permitted Area") for 21 consecutive days at a time. The Customer will obtain and maintain in force at all relevant times all licences and permissions required to operate the vehicles lawfully in the Permitted Area. The Customer will ensure that the insurance covers the use of the vehicles in the Permitted Area. If the Customer wishes to change the Location, the Customer must first obtain Novuna's written consent.

6.4 The Customer will not part with possession of the Goods or any part of it; sell, sub-hire, assign or charge the Goods or the benefit of this Agreement; create or permit any lien or any other encumbrance on the Goods; interfere in any way with any name plate or identification mark on the Goods, or make any alterations or modifications to the Goods, without first obtaining Novuna's written consent.

6.5 The Customer will allow Novuna and any persons Novuna may authorise to inspect the Goods from time to time and/or to place a name plate or other mark on the Goods identifying Novuna as Novuna of it, and to enter the property where the Customer keep the Goods for those purposes.

6.6 The Customer will promptly pay all rents, rates, taxes, duties, fines and levies and any other sums in connection with the Goods.

6.7 The Customer will maintain, where appropriate, any operator's or similar licences throughout the hiring of the Goods, and comply with all laws and regulations in relation thereto.

6.8 The Customer is responsible for all loss and damage to the Goods (except fair wear and tear) even if caused by acts beyond the Customer's control.

6.9 The Customer shall indemnify Novuna and keep Novuna indemnified on demand against all losses, charges, claims and expenses directly or indirectly incurred by Novuna in respect of any loss or damage caused to or by the Goods at any time prior to the Goods being returned to Novuna.

## 7. Insurance

7.1 The Customer will insure the Goods for full replacement value against all risks under a fully comprehensive policy (with Novuna's interest noted on the policy). The Customer will indemnify Novuna against any uninsured loss or damage resulting from the Customer's failure to comply with the terms of this clause.

- 7.2 If any amount paid to Novuna is not enough to meet the Customer's liability under this Agreement then the Customer will pay to Novuna the difference. If the amount paid to Novuna is more than the Customer's liability Novuna will pay to the Customer the surplus.
- 7.3 The Customer shall continue to pay the Payments to Novuna even if the Customer is unable to use the Goods whether by reason of damage, mechanical defect or otherwise.
- 7.4 If the Goods are lost, stolen, destroyed or deemed to be a total loss for insurance purposes, the hiring of the Goods shall immediately end and the Customer will pay to Novuna the amount calculated in accordance with clause 9 but Novuna shall deduct any Insurance Proceeds received from the amount due under clause 9.

## 8. Termination Events

- 8.1 The Customer may terminate this Agreement at any time by giving Novuna notice in writing and the Customer shall immediately return the Goods to Novuna at such a place in the United Kingdom as Novuna may require and pay Novuna the amounts set out in clause 9.
- 8.2 If any of the following events occurs, Novuna may terminate this Agreement:
- (a) if the Customer fails to make a payment under this Agreement on the due date for payment; or
  - (b) if the Customer breaches any term (other than a payment term) of this Agreement and such term is able to be remedied, fails to remedy such breach within 5 days from receipt of notice of breach from Novuna; or
  - (c) if the Customer is unable to pay its debts as they fall due or if Novuna considers the Customer is or may become insolvent; or
  - (d) if the Customer does anything which may prejudice Novuna's rights to or in the Goods; or
  - (e) if any other agreement which the Customer enters into with Novuna or a member of Novuna's group of companies is terminated or becomes capable of termination; or
  - (f) if Novuna becomes aware that any information supplied by the Customer is false; or
  - (g) if the Goods become an actual or constructive total loss; or
  - (h) if the Customer breaches any loan agreement or other agreement or obligation relating to borrowing or any lease, hire purchase, credit sale or any other form of agreement or any borrowing is declared or could be declared payable prior to its maturity date; or
  - (i) if there is any change in control of the Customer's company or its ultimate holding company; or
  - (j) if a receiver, administrator, administrative receiver or liquidator is appointed over all or any part of the Customer's assets, or any person who is entitled to do so takes any steps to appoint an administrator over any of the Customer's assets or files such a notice with the court, or the Customer ceases or threatens to cease trading, or the Customer convenes any meeting of or enter into any arrangement with the Customer's creditors or any of them; or
  - (k) if a landlord levies or attempts to levy distress on the Goods or any premises where the Goods may be; or
  - (l) if being an individual, the Customer dies or becomes bankrupt or a petition is presented or an application is made for an interim order or a bankruptcy order; or
  - (m) if the Customer is a partnership and any of the partners dies, or a petition is presented for an administration order to be made in relation to or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with its creditors; or
  - (n) if Novuna has reasonable grounds to believe the Goods, or Novuna's interest in them, is at risk; or
  - (o) if any event occurs which, in Novuna's opinion, has or is likely to have a material adverse effect on the Customer's business, properties or condition, financial or otherwise or on the Customer's ability to duly perform and observe its obligations under this Agreement; or
  - (p) the Customer or any person with a controlling interest in the Customer is, in Novuna's opinion, involved in an activity that may bring Novuna's name into disrepute.
- 8.3 If any of the events set out in clause 8.2 occurs in relation to a guarantor of the Customer's obligations under this Agreement, Novuna may terminate the hiring of the Goods under this Agreement and for this purpose any reference to "this Agreement" in clause 8.2 shall be construed as a reference to the relevant guarantee and any reference to "the Customer" as a reference to the guarantor.

## 9. Consequences of Termination

- 9.1 On termination of the hiring of the Goods under this Agreement for any reason, the Customer shall:
- (a) return the Goods to Novuna at such address as Novuna may specify in the same condition the Goods were in as at the date of this Agreement (fair wear and tear excepted) or, if the Customer does not return the Goods, Novuna may repossess the Goods and for such purpose the Customer grants Novuna and its authorised servants and agents an irrevocable licence to enter any premises occupied by the Customer from time to time;

- (b) pay to Novuna:
  - (i) all arrears of Instalments and other amounts due up to the date of termination; and
  - (ii) as liquidated damages, the total of:
    - (A) a termination sum as compensation for our loss of profit under this Agreement. To calculate the termination sum we will discount (reduce) your future Payments by using our standard discount percentage, currently 2% to give us the present values. The sum of the present values will be your termination sum; plus
    - (B) Novuna's estimate of any costs incurred by Novuna in repossessing, storing, insuring and selling the Goods, delivering them to a buyer and any sales commission paid by Novuna and the costs of restoring the Goods to substantially the same condition (after allowing for fair wear and tear) as the Goods were in at the commencement of this Agreement.

- 9.2 After termination of the hiring of the Goods under this Agreement Novuna will, if Novuna is in possession of the Goods, try to sell the Goods and provided the Customer pays all the above sums Novuna will pay to the Customer the net proceeds of sale of the Goods (excluding VAT and Novuna's cost of repossession, insurance, storage and sale). For the purposes of this clause net proceeds of sale will be the net proceeds of sale of the Goods (excluding VAT and Novuna's cost of repossession, insurance, storage and sale) received by Novuna, or if it has not sold the Goods within 28 days after repossessing them the trade value of the Goods (excluding VAT and Novuna's remarketing expenses) established as soon as practicable after the 28 days by a dealer selected by Novuna in goods of the same kind as the Goods. The Customer's obligations under this clause will be treated as if they had arisen immediately before termination.

## 10. Early Termination and Option to Purchase

- 10.1 The Customer may terminate the hiring of the Goods at any time during the Hire Period by paying Novuna the amount calculated in accordance with clause 9.1.
- 10.2 Provided that the Customer complies with all of its obligations under the Agreement the Customer may purchase the Goods by paying Novuna the Option to Purchase fee. Title to the Goods shall transfer automatically to the Customer upon payment of the Option to Purchase Fee. The Customer shall have no ownership interest in the Goods until the option to purchase is validly exercised.

## 11. Indemnity

- 11.1 The Customer shall indemnify Novuna for any amount incurred by Novuna as a result of the Customer's failure to perform its obligations under this Agreement. The provisions of this clause shall continue in full force and effect notwithstanding the termination of this Agreement.

## 12. General

- 12.1 Expenses: The Customer will pay on demand the amount of any expenses (including but not limited to legal fees) that Novuna incur in recovering possession of the Goods or in enforcing the terms of this Agreement.
- 12.2 Joint liability: If the Customer is more than one person, each Customer will be liable, individually as well as together, to the full extent for the obligations of the Customer under this Agreement.
- 12.3 No Assignment: The Customer shall not transfer its rights or obligations under this Agreement. If Novuna transfers Novuna's rights or obligations under this Agreement, the Customer's rights and obligations under this Agreement will not be affected.
- 12.4 Notices: Any written notice required to be given under this Agreement may be sent by first class prepaid post to the other party's last known address, or e-mail to the address provided by the other party for this purpose. Any notice sent by post will be deemed to be received in the usual course of posting, notices sent by e-mail will be deemed to be received immediately unless notification of non-delivery is received by the sender
- 12.5 Rights of Third Parties: A person who is not a party to this Agreement shall have no right to enforce any terms of it under the Contracts (Rights of Third Parties) Act 1999.
- 12.6 Commission: If the Customer was introduced to Novuna by a broker or credit intermediary (the **Broker**), we will pay them a commission for the introduction: the Broker has discretion to determine the total amount received by adjusting the interest rate and other fees within set parameters which make up the total cost of credit. The Broker will confirm to the Customer the total amount of commission received when asked.
- 12.7 Waiver: If Novuna temporarily relax the terms of this Agreement, for instance, by giving the Customer more time to pay, Novuna may at any time decide to enforce the terms more strictly again. Novuna's rights under this Agreement will not be affected as a result of any such concession.
- 12.8 Telephone Recordings: Telephone calls may be recorded for security purposes and monitored under Novuna's quality control.
- 12.9 Counterparts: This Agreement may be signed in any number of separate counterparts but shall together constitute one and the same instrument.
- 12.10 Governing Law: Novuna's relations with the Customer are based on the law of the country in the United Kingdom where the Customer is domiciled, being England, Wales, Scotland or Northern Ireland, and disputes may be referred to the courts of that country.