

FLA checklist for business finance customer

We 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;
 - 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 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.
- 9.** Check whether the funder is a member of the FLA, as all asset finance members adhere to the FLA Business Finance Code.
- 10.** 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.
- 11.** 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.

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| AGREEMENT No. | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|

Non-regulated Hire Purchase Agreement

Between Hitachi Capital (UK) PLC (company number 01630491), VAT number 823 8248 22 of Hitachi Capital House, Thorpe Road, Staines, Surrey, TW18 3HP and you. Tel: 01784 227322

What is this?

This is a hire purchase agreement (the "**Agreement**") between us and you to help your business purchase the assets below by spreading the cost of purchase over the hire period agreed overleaf.

Assets as described below, each the ("Asset")

| New/Used | Make/Model/Description | Serial/Chassis No. | Reg No. |
|----------|------------------------|--------------------|---------|
| | | | |
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Location of the Assets (if different from the business address)

What will we do

1. We will treat you fairly, working with you whether times are good or bad.
2. We will consider two requests from you to change the due date for payment throughout the duration of the Agreement and the maximum change in due date you may ask for is 14 days. We may change the amount of the Payment to reflect the fact that we will not receive Payments on the dates anticipated.
3. We will only discuss your agreement with you unless you give us explicit consent to talk to someone else.
4. We may at any time assign any or all of our rights under the Agreement.

WE AGREE to buy the Assets you choose from a Supplier you choose, hire them to you, not interfere with you using them and give you an option to purchase the Asset at the end of the Agreement.

IN TURN YOU AGREE to hire the Asset for the Hire Period and pay us the amounts stated in the Payments and Financial Information section of this Agreement without any deduction or set-off and to make all the payments on time under all circumstances and to make sure the Assets are only used legally and for their intended purpose and that you maintain them, insure them fully with a reputable insurer and treat them carefully (because you're responsible for all loss and damage).

This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts.

What will you do

5. If you fail to honour your commitments set out in this Agreement, refuse to talk to us, mislead or misinform us or place the Asset in jeopardy or it is in your best interest, then we will remove the Asset from your possession.
6. If you do not do what you have agreed to do, then we may terminate the Agreement.
7. You will arrange delivery with the Supplier.
8. You have chosen the Assets so you need to make sure they are of a satisfactory quality and will do what you want. We exclude all liability in respect of the Assets other than for death or personal injury caused by our negligence.
9. You need to be satisfied with the Supplier you have chosen and make sure they can resolve any problems that may arise. If you do have problems we will transfer to you any rights we have that could help you.
10. Make sure you're satisfied with any Supplier warranty and that your business can cope with any problems as we will not be liable for any loss of revenue, savings or profit, loss of value of the Assets or any consequential losses.
11. At all times keep the Assets safe and secure in your possession and control. Keep the Assets within the UK, unless the Assets are vehicles in which case you can use the Assets in the EU for up to 21 days at a time.
12. Let us inspect the Assets when we ask.
13. Indemnify us against all losses, charges, claims or expenses incurred by us as a result of your failure to comply with the terms of this Agreement.
14. Use direct debit to make all of your payments.
15. Tell us if you wish to settle the Agreement early. We will provide you with a settlement amount and you can purchase the Assets by paying the settlement amount and the Option To Purchase Fee. The settlement amount will be all of the money that you owe and have not paid under the Agreement less a discount for early payment, calculated in accordance with our normal practice.
16. Comply with the terms of this Agreement and agree we may charge you reasonable fees to cover any extra costs if you don't.
17. Agree that we may deduct from any sum due to you under this or any other agreement, any sum recoverable from or payable by you under this Agreement.
18. If you are a partnership you agree that you are individually and jointly responsible for honouring the Agreement.

To give us the best chance of helping you, you agree to tell us if you can't or haven't paid any of your bills or debts as they fall due or if anyone else is taking action to recover monies you owe them. We may end this Agreement if we think the Assets may be at risk or we think there is a risk to our reputation if we allow the Agreement to continue or if you breach the terms you have agreed to.

Initial Here

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In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). We may also make periodic searches at CRAs to manage your account with us.

To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- € Assess your creditworthiness and whether you, your financial associate(s), or your business can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have a financial associate or business partner, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at any of these three links. Each link will take you to the same CRAIN document:

Callcredit www.callcredit.co.uk/crain;
Equifax www.equifax.co.uk/crain;
Experian www.experian.co.uk/crain.

You can find further information about how we collect, use and disclose personal information about you by searching "privacy policy" on our website <https://www.hitachicapital.co.uk/> or by emailing us at BFCustomerSupport@hitachicapital.co.uk or calling us on 01784 227333 and requesting a copy of our "privacy policy".

Complaints

If you have a complaint about a product or service offered by Hitachi Capital Business Finance, then please contact our Customer Support Team on 01784 227333 or email BFCustomerSupport@Hitachicapital.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

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



Please fill in the whole form using a ball point pen and send it to:

Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance,
Hitachi Capital House, Thorpe Road, Staines-upon-Thames, Surrey, TW18 3HP.

Name and full postal address of your bank or building society

| | |
|-----------------|-----------------------|
| To: The Manager | Bank/building society |
| Address | |
| Postcode | |

Name(s) of account holder(s)

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Bank/building society account number

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Branch sort code

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Service user number

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Reference

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Instruction to your bank or building society

Please pay Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance 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 Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance and, if so, details will be passed electronically to my bank/building Society.

Signature(s)

Date

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 Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance 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 Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance 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 Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance 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 us.

Customer information

Customer name

Trading as

Company number

Business address

.....

.....

Post code

Telephone number

Mobile number

Email

Partnership details:

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

(1) (2)

(3) (4)

Payments and Financial Information

| | | |
|-----------------------------|-----------------------|---|
| Cash Price (ex. VAT) | (a) | £ |
| VAT | (b) | £ |
| Non VAT | (c) | £ |
| Total Price | (a)+(b)+(c)=(d) | £ |
| Cash Deposit | (e) | £ |
| Part Exchange | (f) | £ |
| Total Deposit | (e)+(f)=(g) | £ |
| Balance Financed | (d)-(g)=(h) | £ |
| Finance Charges | (i) | £ |
| Balance Payable | Doc Fee + (h)+(i)=(j) | £ |

| No. of Payments | Frequency | Payment |
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| | | £ |
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Hire Period means months commencing on the Date of this Agreement.

ALL PAYMENTS start one month / three months / six months / one year after the Date of this Agreement. * delete as appropriate

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 "Your Information" notice on page 2 before you sign. We would like to send you details about other products which may help your business. Please tick here to receive these.

| | | |
|----------------------------------|---------|---|
| Documentation Fee | £ | Payable on the Date of this Agreement. This contributes to our costs of setting up your Agreement. |
| Annual Administration Fee | £ 35.00 | Payable 11 months after the Date of the Agreement and annually thereafter, or with the nearest payment if no payment is due 11 months after the Date of the Agreement. If you ask for copy documents, settlement figures, change your address or bank details we will not charge you. |
| Option to Purchase Fee | £ | Inc VAT payable with the last payment or if you choose to buy the Assets early. |

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.

Declared by: (1) _____

(2) _____

(3) _____

Signed by

Customer signature:

Date:

Hitachi Capital (UK) PLC Signature:

Print name:

Date of Agreement:

Position held:

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| AGREEMENT No. | | | | | | | | | |
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Assets as described below, each the ("Asset")

| New/Used | Make/Model/Description | Serial/Chassis No. | Reg No. |
|----------|------------------------|--------------------|---------|
| | | | |
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Location of the Assets (if different from the business address)

What will we do

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IN TURN YOU AGREE to hire the Asset for the Hire Period and pay us the amounts stated in the Payments and Financial Information section of this Agreement without any deduction or set off and to make all the payments on time under all circumstances and to make sure the Assets are only used legally and for their intended purpose and that you maintain them, insure them fully with a reputable insurer and treat them carefully (because you're responsible for all loss and damage).

This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts.

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- Make sure you're satisfied with any Supplier warranty and that your business can cope with any problems as we will not be liable for any loss of revenue, savings or profit, loss of value of the Assets or any consequential losses.
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- Let us inspect the Assets when we ask.
- Indemnify us against all losses, charges, claims or expenses incurred by us as a result of your failure to comply with the terms of this Agreement.
- Use direct debit to make all of your payments.
- Tell us if you wish to settle the Agreement early. We will provide you with a settlement amount and you can purchase the Assets by paying the settlement amount and the Option To Purchase Fee. The settlement amount will be all of the money that you owe and have not paid under the Agreement less a discount for early payment, calculated in accordance with our normal practice.
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- Agree that we may deduct from any sum due to you under this or any other agreement, any sum recoverable from or payable by you under this Agreement.
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Initial Here

Copy for Customer to retain on signing

HCBF280 V4 04/19 Page 1 of 3

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We will use this information to:

- € Assess your creditworthiness and whether you, your financial associate(s), or your business can afford to take the product;
- Verify the accuracy of the data you have provided to us;
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- Manage your account(s);
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Callcredit www.callcredit.co.uk/crain;
Equifax www.equifax.co.uk/crain;
Experian www.experian.co.uk/crain.

You can find further information about how we collect, use and disclose personal information about you by searching "privacy policy" on our website <https://www.hitachicapital.co.uk/> or by emailing us at BFCustomerSupport@hitachicapital.co.uk or calling us on 01784 227333 and requesting a copy of our "privacy policy".

Complaints

If you have a complaint about a product or service offered by Hitachi Capital Business Finance, then please contact our Customer Support Team on 01784 227333 or email BFCustomerSupport@Hitachicapital.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

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



Please fill in the whole form using a ball point pen and send it to:

Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance,
Hitachi Capital House, Thorpe Road, Staines-upon-Thames, Surrey, TW18 3HP.

Name and full postal address of your bank or building society

| | |
|-----------------|-----------------------|
| To: The Manager | Bank/building society |
| Address | |
| Postcode | |

Name(s) of account holder(s)

Bank/building society account number

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Branch sort code

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Service user number

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| 9 | 4 | 5 | 5 | 5 | 4 |
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Reference

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Instruction to your bank or building society

Please pay Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance 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 Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance and, if so, details will be passed electronically to my bank/building Society.

| |
|--------------|
| Signature(s) |
| Date |

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 Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance 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 Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance 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 Hitachi Capital (UK) PLC trading as Hitachi Capital Business Finance 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 us.

Customer information

Customer name
 Trading as
 Company number
 Business address

 Post code
 Telephone number
 Mobile number
 Email

Partnership details:

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

(1) (2)
 (3) (4)

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 "Your Information" notice on page 2 before you sign. We would like to send you details about other products which may help your business. Please tick here to receive these.

Payments and Financial Information

| | | |
|-----------------------------|-----------------------|---|
| Cash Price (ex. VAT) | (a) | £ |
| VAT | (b) | £ |
| Non VAT | (c) | £ |
| Total Price | (a)+(b)+(c)=(d) | £ |
| Cash Deposit | (e) | £ |
| Part Exchange | (f) | £ |
| Total Deposit | (e)+(f)=(g) | £ |
| Balance Financed | (d)-(g)=(h) | £ |
| Finance Charges | (i) | £ |
| Balance Payable | Doc Fee + (h)+(i)=(j) | £ |

| No. of Payments | Frequency | Payment |
|-----------------|-----------|---------|
| | | £ |
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Hire Period means months commencing on the Date of this Agreement.

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| | | |
|----------------------------------|---------|---|
| Documentation Fee | £ | Payable on the Date of this Agreement. This contributes to our costs of setting up your Agreement. |
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(Articles 60C and 60O of the financial services and markets act 2000 (regulated activities) order 2001)

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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.

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.

Declared by: (1) _____
 (2) _____
 (3) _____

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.

Signed by

Customer signature:

 Date: _____

Hitachi Capital (UK) PLC Signature:

Print name:

Date of Agreement:

Position held: