

**RENTAL PLAN** 

V 07/22

### The Owner ("We","Us", "Our")

The Owner, it's successors and assignees, will be a company which is entirely separate from the Supplier and any third party, who introduced this Agreement to the Owner. Details of the Owner will be inserted below and notified to you when this Agreement is accepted. You agree to be bound by the Terms and Conditions here and over the page upon acceptance of the Agreement by the Owner.

Customer ("You","Your" Full Name THE MET OFFICE	)
Address FITZROY ROAD, EXETER	, DEVON
	Post code EX1 3PB
Telephone No <b>07500 571628</b>	Email MAY.LEE@METOFFICE.GOV.UK
Contact MAY LEE	Number of years trading
Company Reg No. N/A	Vat No
Type of business <b>TECHNOLOGY</b>	

ENTERPACK LIMITED

SUPPLIER (the "Supplier")

LIVIER ACK LIPITIED

UNIT 9 THE HOMESTEAD, WATLING STREET, TOWCESTER,

NORTHAMPTONSHIRE, NN12 6LH

 Contact
 Telephone No:

 SALES
 01327 81001

### **FINANCIAL TERMS**

£	1,026.59	Plus VAT	£ 1,231.91	Inc VAT
	with an Arrangeme			
£	195.00	Plus VAT.	£ 234.00	Inc VAT
	y a minimum of	THIRTY	FIVE	Payments
	1,026.59			
Frequency	MONTHLY	Mont	hlv/Quarterlv/Si	x Monthly/Annuall

- The Arrangement Fee and First Payment will be due when the Equipment is delivered or on any date after then that we decide. You will pay the Payment to us at the Payment Frequency after that date.
- The Payment may be increased should the Rate of Corporation Tax be increased (see Term 14 over the page).
- You are required to insure the Equipment. If you do not, we may at your expense arrange equipment insurance cover in accordance with Term 9 over the page.

# 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 the "use of your information" notice before you sign.
- We may send you information about products of ours and others which may be of interest to you.

We may pass your details to other selected businesses to send you information about their products.

You have a right at any time to stop us from contacting you or giving your details to others for these purposes.

You may write to us at the address below if you wish us to stop.

Re	ntal Plan	Page 1 of 2
Customer Number	Agreement Number	_
THE EQUIPMENT Location of Equipment (if differer	nt from address in the left panel)	
Fauinment Details		

Quantity	Description	Serial Number	New/Used
<b>(</b>			
1	OKLIN GG 30S FOOD WASTE COMPOSTER		NEW

### YOUR DECLARATION AND OFFER

You apply to hire the Equipment described above from us for the Minimum Period upon the terms and conditions here and over the page.

This application will be communicated to the prospective owners and the Owner who accepts this application will be notified to you as set out in this Agreement.

You confirm that all the information in this Agreement is correct, that you have read the terms here and over the page and that the Agreement was fully completed when you signed it.

You confirm that the Supplier does not act as your agent and that other than as shown in this Agreement you have not made any payment to any party in relation to arranging or accepting this Agreement.

# Declaration for exemption relating to businesses (articles 60C and 600 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

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 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.

Are you making this Agreement in the course of your business? Yes No

You confirm that under this Agreement the Equipment does not become your property and you must not sell it.

Name(s) of Signatory above

May Lee

Title AUTHORISED SIGNATORY

You should be a Director, Company Secretary, or otherwise an authorised signatory.

Owner's na	ame Investec asset finance PLC	Acceptance by Owner
		Duly authorised to sign on behalf of the Owner
Address READING INTERNATIONAL BUSINESS PARK,		
	READING, RG2 6AA	Agreement dated thisday of

### V 07/22

### **TERMS AND CONDITIONS**

- This Agreement
  These terms and those over the page make up the whole Agreement between you and us, our successors and assignees. No other terms will apply to this Agreement unless we have agreed to them in writing. This Agreement is for the hire of the Equipment for use in your business.

  If two or more parties are Customers in this Agreement they are each separately and jointly liable under the
- terms or it.

  This Agreement (and any non-contractual obligations arising out of or in connection with it or its subject matter or formation) shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England to settle any disputes (including any non-contractual disputes) arising out of or in connection with this Agreement.

### Period of Hire

- This Agreement will last for the Minimum Period which starts on the date when the First Payment is due. The Agreement will continue after the Minimum Period until it is cancelled.
- Agreement will commende the will will influence that a cancelled.

  To cancel the Agreement at the end of the Minimum Period or at any time after that you must give us at least one months notice in writing. Notice to cancel the Agreement can end the Agreement on the last day of the Minimum Period but not before that date. h
- The connection of the Equipment to a network facility is your responsibility and will in no way affect this
- Agreement. If you wish to terminate this Agreement before the end of the Minimum Period you must give us one month's written notice of termination AND you must pay to us the Termination Payment as set out in Term 12. All requests for a quotation of the Termination Payment must be made to us by you in writing.

- Payments
  You will make all payments under the Agreement on the dates they are due as set on the previous page. This is an essential condition of this Agreement and if you do not make payment on time, this will represent your intention not to continue to abide by this Agreement (repudiation) and we will be entitled to accept such
- repudiation. You must pay VAT on all payments under this Agreement at the rate which applies on the date such payment
- rou must pay var on an payments under his Agreement at the fate which applies on his date such payment is due. We will provide VaT invoices or schedules to provide evidence that you have paid VAT. Should any payment due under this Agreement remain unpaid after it becomes due then we reserve the right to charge interest at the rate of 3% per annum above the prevailing Bank of England Base Rate (but at 3% per annum for any period when Bank of England Base Rate is 0% or below) from the due date until payment in full. If Bank of England Base Rate is discontinued and ceases to be published, we may change the base rate to an alternative base rate of a financial institution by written notice to you. We are entitled to charge you an annual service charge of £35 plus VAT per annum which must be paid by you on demand.

- (e are entitled to charge you an annual service unarge of Exo Pius vin political mand.)
  Journ demand.

  Journal and a control provided the costs and expenses we may incur in enforcing the terms of this greement following breach by you and these charges must be paid by you on demand.

  Journal pay the Payments specified overleaf and all other sums payable under this Agreement in full on the ue dates for payment without any deduction, setoff, counterclaim or any withholding whatsoever.

- **lethod of Payment** unctual payment of all Payments and other sums due under this Agreement is of the essence of this
- You agree that all Payments (including the Administration Fee) and other sums under this Agreement shall be made to our bank account by direct debit or to such other account also by direct debit as we may advise to you from time to time. If you choose to pay Payments other than by direct debit additional administration and funding costs will be incurred by us and you will pay on demand an administration fee equal to figerater of £10 for each Payment not yet due and payable or 2% of the Payments not yet due and payable during the Minimum Period if greater.

### 5 Supplier

The Supplier or any dealer or other person not employed by us who may have been involved in introducing this Agreement to us is not our agent and has no authority to act as our agent. We are not liable for any statement or warranty made by the Supplier, dealer or other person.

- Choosing the Equipment
  The Equipment is those items listed over the page or on a separate schedule signed by you and sent to us
  with this Agreement. All replacement parts which are fitted to or on the Equipment become part of the
  Equipment and our property.
  You acknowledge that you have selected the Equipment for your own use relying on your own skill and
  judgement. It is expressly agreed and acknowledged that no warranty, condition or undertaking has been
  given by us or on behalf of us (whether express or implied, by statute at common law or otherwise) in respect
  of the Equipment. All implied terms, conditions and warranties relating to the quality, fitness for any purpose
  and freedom from defects are expressly excluded. You will not be entitled to any rebate or remission of
  payments whilst the Equipment is unusable or for any other reason. Hiring is not a hiring by description.
  We will not be liable to you (in contract, tort or otherwise) for any claim, damage, liability or loss (including
  consequential loss) or expense of any kind which you suffer or incur arising directly or indirectly in connection
  with the Equipment of from any delay in the delivery of, or failure to deliver, the Equipmenta, any defect or
  deficiency in or inadequacy or suitability of, the Equipment, or its installation, use, performance, servicing or
  repair provided that nothing contained in this Agreement shall exclude our liability for death or personal injury
  caused by our negligence or a breach by us of any express obligation under this Agreement.
  We will so far as we are able and until the hiring is terminated extend (so far as we
  are legally able) the benefit of any manufacturers guarantees, conditions or warranties in respect of the Equipment to
- will assign to you upon request the benefit of any guarantees or warranties in respect of the Equipment to h we are entitled from the manufacturer and/or the Supplier provided that those guarantees or warranties
- are assignable. You must arrange and be responsible for at your own cost, the delivery installation and commissioning of the Equipment. You must inspect and test the Equipment on delivery and inform us immediately in writing on delivery if the Equipment is not to the specification that you selected and within 48 hours of delivery if the Equipment is defective or is unsuitable for the purpose for which it was acquired. If you do not give any notice you will deem to have accepted the Equipment and to have acknowledged that it is in good working order and satisfactory in every way. If we require you must complete our usual acceptance certificate. You agree that it is not our responsibility to make any alterations to the Equipment (or bear the cost of any such alterations) which may become necessary or compulsory as a result of any change or the introduction of a European currency and/or any change in law. Accordingly, you will, at your expense, procure that any necessary alterations are carried out.
- necessary alterations are carried out.

- Software
  You are responsible for choosing any software included in the Equipment and for making sure that the software is fit and suitable for your purposes and that it complies with your specification.
  We are not involved in the preparation or specification of the software and you will provide us with a copy of any specifications if we ask you for a copy.
  You shall obtain all software licences necessary for the use and operation of the Equipment, comply with the b
- terms of such software licences and indemnify us against any claim made against us for breach of such

- Conditions of using the Equipment
  You will keep the Equipment in your possession at all times and at the address listed, unless the Equipment is moveable in which case the Equipment may be taken anywhere within the United Kingdom but shall not be taken outside the United Kingdom without our prior written consent. You confirm that you live of you are a Company) are registered in the United Kingdom.
  You will be responsible for maintaining and repairing the Equipment and you must keep the Equipment in good condition and working order. You will be responsible for any loss or damage caused to the Equipment apart from that caused by fair wear and tear.
  You must make sure that the Equipment is used properly and safely. You will be responsible for any loss, damage or injury (including death) to people or property which is caused by using the Equipment (subject to Term 13a).

- Term 13a).
  You must let us inspect the Equipment at all reasonable times during the period of this Agreement. You will be responsible for paying any licence fees, fines, duties, insurance premium and other payments due
- for the Equipment.
- You must not alter, improve or add anything to the Equipment without our written permission. You must not assign, mortgage, pledge, charge, underlet, lend or otherwise deal with the Equipment or any interest in the Equipment. You must not sell, offer for sale or dispose of the Equipment or try to do so and you must not transfer the
- benefit of this Agreement or try to do so.

  If the Equipment is kept on rented property in Scotland, it will not form part of the landlord's hypothec. That means it cannot be used as security for a debt.

- Insurance
  You must insure the Equipment with a reputable insurance company on a fully comprehensive basis against all risks of loss or damage for the full cost of replacing it and against third party liability for such amount as we may require from time to time or, in the absence of any stipulation, for the amount which is prudent in all the cirrcumstances. You must ensure that we are co-insured and first loss payee on the insurance policy and if we ask, you must show us evidence of the insurance policy which we find acceptable.

  If you do not show us acceptable evidence of the insurance policy we may, if we choose, arrange insurance for you for a period which we think fit and by signing this Agreement you appoint us as your agreet to arrange.
- for you for a period which we think fit and by signing this Agreement you appoint us as your agent to arrange for this insurance. You will pay the full cost of the insurance and we will collect the insurance premiums from you with the Payments.

- If you have to make an insurance claim you must tell us immediately and you cannot agree the settlement of any claims without our agreement. By this agreement you appoint us as your agent for receiving insurance settlements and you must inform the insurance company that any settlement from a total loss claim should be
- paid to us, as your agent. If the equipment is lost, abandoned or stolen and there is a total loss claim then you must settle this agreement by paying to us the Termination Payment. Any insurance settlement we receive from the insurers will be credited to the amount payable.

### 10 Default

- Default

  We may terminate this Agreement and/or the hiring of the Equipment by written notice if:

  (i) You fail to pay any Payment or other sum due under the Agreement to us on its due date;

  (ii) You fail to comply with or breach any material provision of the Agreement and fail to remedy that breach within 7 days after we notify you in writing to do so;

  (iii) You are in persistent breach of this Agreement;

  (iv) You fail to pay any sum due under or breach the terms of any other agreement in force between you and us or any member of our group;

  (v) Any demand is made by a creditor in respect of any of your financial indebtedness which is incurred pursuant to an on demand facility (however described);

  (vi) Any licence and/or permit required in connection with the operation of the Equipment is revoked, suspended, or it expires and is not renewed for any reason whatsoever;

  (vii) Any representation or information given by you to us in connection with the Agreement proves to be materially incorrect or misleading;

  (viii) There is, in our opinion, a material adverse change in your financial position which may reasonably be expected to have a material adverse eimpact on your ability to perform your obligations under this Agreement;

- Agreement;
  You or any holding company of yours is subject to a change of control;
  You dispose of all or a material part of your business;
  You are a partnership and a resolution is passed for the winding up or dissolution of the partnership or petition is presented for a bankruptcy order to be made against one or more of the partners for (xi)
- with its creditors; You are unable to pay your debts as they fall due within the meaning of section 123 of the (xii) Insolvency Act 1986:
- (xiii)
- (xiv)
- Insolvency Act 1986;
  You convene a meeting of all or any class of your creditors or make a deed of assignment or arrangement or ortherwise compound with all or any class of your creditors;
  You are liquidated or wound up or have a petition for winding up presented against you or pass a resolution for voluntary winding up (otherwise than in the course of a reconstruction to which we have given our written approval);
  You have a petition for the appointment of an administrator presented against you or any steps are taken to appoint an administrator or you have a receiver or administrative receiver appointed over all or any of your assets;
  Any step is taken to levy distress or execution or any distress or execution is levied or threatened to be levied upon the Equipment (or in Scotland the exercise of a right of hypothec over the Equipment or or any form of diligence is done or threatened by a third party affecting the Equipment);
  You do or allow to be done any act or thing that may prejudice or endanger our property or rights in the Equipment;
- (xvii)
- the Equipment; or
  (xviii) You abandon the Equipment.
  If we terminate this Agreement under Term 10a you will immediately pay to us the Termination Payment as set out in Term 12 as agreed damages which you agree are a true reflection of the loss we will have suffered.

## Returning the Equipment

- Returning the Equipment When this Agreement ends or is terminated by us under Term 10 or by you under Term 2d, you must return the Equipment in good condition and working order (except for fair wear and tear). If you do not return the Equipment in accordance with Term 11a you shall assist and allow us to repossess the Equipment and for that purpose allow us to enter any premises where the Equipment is or is believed to be. You must pay any expenses of doing so and also the cost of putting the Equipment in good condition (except for fair wear and tear).

- Your Liability when the Agreement is terminated
  The "Termination Payment" referred to in Terms 2d, 9d and 10b will be calculated as follows:(i) The Arrangement Fee, all Payments, interest and other payments due to be paid before the termination date but not yet paid plus;
  (ii) The total of all the Payments which you would have paid if the hiring under this Agreement had not and the leaves of the control of the payments which you would have paid if the hiring under this Agreement had not

  - rended, less; a discount of 2% per year for each such Payment calculated from the date the relevant Payment would have been due until the end of the Minimum Term; and if we give you notice of termination in accordance with Term 10 (but not if you exercise your rights under Term 2d), the net proceeds of sale of the Equipment which we are able to arrange, after detailed for a presence. deduction of our expenses

### Our Liability

We are not responsible for any consequential loss, loss of business and/or loss of profit which you may suffer as a result of our breach of our obligations under this Agreement.

# Corporation Tax

Corporation 1 ax. If the read that the capital allowances that we receive in respect of the Equipment change at any time in respect of the period of hire, we are entitled to adjust the Payments (or require a lump sum payment where the Period of Hire has ended) to ensure that our after-tax return is not reduced. We can only make such an adjustment or demand such sum after giving you 7 days' written notice.

- You shall indemnify us and keep us indemnified on demand against all losses, charges, damages, legal expenses (on a full indemnity basis), proceedings, judgments and liabilities directly or indirectly incurred by
  - us: (i) by reason of any failure or alleged failure by you to comply with any of your obligations under this
  - Agreement; by reason of any loss, injury or damage suffered by any person in connection with the design, (ii) manufacture, testing, delivery, possession, hiring, transportation, maintenance, ownership, condition, insurance, use, operation, removal, return, sale or disposal of the Equipment or any defect in the Equipment;
  - defect in the Equipment;

    (iii) in respect of all loss or damage to the Equipment (insofar as we shall not be reimbursed for the same out of any proceeds of insurance in respect of the Equipment) regardless of the cause of the loss or damage occurring at any time before the Equipment is redelivered to or recovered by us;

    (iv) in respect of the affixation or removal of the Equipment to or from the land or buildings at which they are located.

    You are liable for all reasonable collection, administration and correspondence charges as set out in our tariff charges which may change from time to time. A copy of the current sheet is available on request.

- General
  We shall be entitled to assign this Agreement and our rights under it without your consent. Your rights under
  this Agreement are personal and cannot be assigned or transferred without our prior written consent.
  No relaxation or indulgence that we may extend to you shall affect any of our strict rights under this Agreement.
  The termination or expiry of this Agreement shall not affect any of our rights and remedies arising under or in
  relation to the Agreement or any of your obligations arising on or before termination or expiry.
  The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this Agreement shall
  not affect the validity, legality and enforceability of the remaining part or provisions of this Agreement.
  Any written communication under this Agreement from us to you shall be sufficiently served if sent by prepaid
  post or delivered by hand or email to your addresses set out in this Agreement and, if sent by post, shall be
  element to be precived by your 48 hours after the time of postion and at the date of delivery if delivered by
- deemed to be received by you 48 hours after the time of posting and at the date of delivery it delivered by hand, or at the time of dispatch if sent by email.

  The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement. Nothing in this clause shall restrict the rights of any assignee of our rights under this Agreement or any of our successors.
- or any or our successors.

  In this Agreement, references to:
  (i) the masculine gender shall include the feminine and neuter and vice versa;
  (ii) the singular shall include the plural and vice versa; and
  (iii) "parties" shall include bodies corporate, unincorporated associations, government entities and
- (iii) "parties" shall include bodies corporate, unincorporated associations, government entities and partnership.

  References to any statute, statutory instrument, regulation or order shall be deemed to be a reference to that statute, statutory instrument, regulation or order as amended, varied or replaced from time to time. This agreement may be signed by you and by us by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000. If you were introduced to us by a broker or intermediary ("Broker") we will pay commission to the Broker. If you require more information about the commission we have paid, please contact the Broker. If for any reason you cannot get this information from the Broker, we will provide it to you. By signing this Agreement, you are consenting to us paying commission to the Broker and you also confirm to us that you have not paid the Broker and yeu in respect of its services. any fee in respect of its services.

May bee

# **EQUIPMENT DELIVERY CONFIRMATION FORM**

Equipment Description / Serial Number	Agreement Number
	Equipment owner
1 X NEW OKLIN GG 30S FOOD WASTE COMPOSTER	INVESTEC ASSET FINANCE PLC

READING INTERNATIONAL BUSINESS
PARK
READING
RG2 6AA

With regard to the above, we write to confirm that we agree the following:

- 1. I/We have taken delivery of the equipment comprised in the agreement.
- 2. I/We have chosen the supplier and selected the equipment and all the maintenance, support and other services ourselves with no involvement by the equipment owner.
- 3. The equipment has been tested by us; it is in full working order and is to our satisfaction.
- 4. We have obtained all warranties and guarantees in relation to the quality and fitness for purpose of the equipment from the supplier or manufacturer and will have no claim against the equipment owner should the equipment be unsatisfactory or unfit for its purpose.
- 5. I/We confirm that the equipment owner is not responsible for providing any maintenance or other services in connection with the equipment. We will make our own separate arrangements with maintenance and service providers and in relation to which the equipment owner will not be involved.
- 6. As we may obtain certain maintenance, software support, training and other services, we further confirm that the statements in this certificate will apply equally to such items and that we will look solely to the provider of the service for any matters in relation to those services.
- 7. I/We can confirm that the rental has been calculated on the cost price of the equipment only, and does not include any settlement figure to a third party finance House.
- 8. Further, we understand that should such outstanding agreements exist, the responsibility for settlement is entirely ours and not that of the equipment owner.
- 9. I/We further acknowledge that we have no rights against the equipment owner by reason of or in any way arising out of any failure by the manufacturer, supplier or any other service provider to comply with any obligation owed by that person to us or to the equipment owner.
- 10. I/We confirm that the agreement is the entire agreement and that there is no side agreement or verbal communication that would contradict or prejudice the agreement signed by ourselves.
- 11. I/WE AUTHORISE THE EQUIPMENT OWNER TO COMPLETE THE AGREEMENT AND PAY THE SUPPLIER ANY OUTSTANDING SUMS.

I/We have chosen the supplier and selected the equipment and all the maintenance, support and other services ourselves with no involvement by the equipment owner.

Signed: (Authorised signatory as per agreement)	May bee	
Name (Print):	May Lee	06-Aug-2025   08:09
For and on behalf of:	THE MET OFFICE	
Company Address:	FITZROY ROAD, EXETER, DEVON, EX1 3PB	
Position in Company:	AUTHORISED SIGNATORY	
Location of equipment if different to	o above:	