

ARDO MEDICAL LTD HIRE AGREEMENT
AGREEMENT NUMBER ()

HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This is a rental agreement made between us, Ardo medical Limited having our registered office at Unit 1 Belvedere Trading Estate, Taunton Somerset TA1 1BH and registered in England under Company Number 05419332 and you, () of ().

Description of Goods: Ameda Elite/SMB Breast pump

Serial No: []

Payments (inclusive of VAT at 15%): £55 initial payment

The initial payment is followed by consecutive 30 day rentals each of £35 commencing 31 days after delivery ("Monthly Payment"). Each Monthly Payment will become payable unless the goods are returned to the premises from which they were obtained before the start of the 30 day period, and if they are not so returned payment will fall due in its entirety on the first day of each 30 day rental period.

Other Payments

The cost of replacing lost or damaged Goods is £835.00 for the Elite Breast pump

The cost of replacing lost or damaged Goods is £835.00 for the SMB Breast pump

Minimum Period of Hire: 30 days

Missing Payments

Missing payments could have severe consequences and make obtaining credit more difficult.

See overleaf for terms and conditions

IMPORTANT—READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 the ("Act") lays down certain requirements for your protection which should have been complied with when the agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order.

The Act also gives you a number of rights. You can end this agreement by writing to or telephoning Ardo medical Limited, giving at least one working day's notice provided that such notice expires on or before the day upon which the next payment is due. You will have to make all payments and pay any amounts you owe until the date the agreement comes to an end.

If you would like to know more about The Consumer Credit Act and your rights under the Act, please contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

This Hire Agreement is regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature of Hirer

Date of signature

Under this agreement the goods remain the property of Ardo medical Limited and you may not sell them.

YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending a notice of cancellation (found at the end of this agreement) to Ardo medical Limited at Unit 1, Belvedere Trading Estate, Taunton, Somerset, TA1 1BH or by contacting Ardo medical Limited by telephone on 01823 336362.

You have **14 DAYS** starting from the day after you have received your copy of the agreement. (If you cancel this agreement, any money you have paid will be returned to you)
You will not have to make any further payment. If you have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can however wait for them to be collected from you or if you wish, you may return the goods yourself using a system which allows for the goods to be tracked.

() (*Signature for and on behalf of Ardo medical Limited*)

Date () which is the date of this agreement

TERMS AND CONDITIONS

1. Letting

We are letting, and you are taking on hire the Breast pump together with any accessories described above ("Goods") upon the terms and conditions set out in this agreement including those set out above.

2. Delivery

We will deliver the Goods to your address set out on the front page of this agreement or an alternative secure delivery address and you or a named representative must be available to take delivery of the Goods on signature.

3. Your Obligations

You Will:

3.1 Pay Rentals

Pay to us without previous demand the Rentals specified above by MasterCard/Visa Credit or Visa Debit card.

3.2 Not to interfere with the breast pump

Not interfere with the breast pump or tamper with any part of the breast pump, nor allow anyone else to do these things, except on explicit instructions of a representative of Ardo medical Limited.

3.3 Use and Location

Use the Goods only in accordance with the manufacturer's and any other instructions supplied by us, and will keep them in your possession at all times. The Breast pump cannot be removed from the United Kingdom without first obtaining written permission from Ardo medical Limited.

3.4 Loss or damage

Be responsible for, and reimburse Ardo medical Limited for any loss of or damage to the Goods whilst in your possession howsoever caused and notify us immediately of any such loss or damage

3.5 Prohibition against sale etc

Not sell, sublet or dispose of the Goods, nor allow them to be seized in satisfaction of your debts or for any other legal process, and will reimburse us for all losses, costs, claims, damage and expenses howsoever occasioned by your breach.

4 Maintenance

So long as you observe the terms and conditions of this agreement, we shall maintain the Goods in good repair and working condition, and for this purpose we shall, with your permission, repair/replace the Goods or any part of them with equipment of similar (but not necessarily identical) type which shall be held by you on these terms and conditions and that you will make the Goods available to allow us to affect these repairs/replacement.

5 Consequential Damage etc

We accept no responsibility for consequential loss or damage howsoever arising from the letting evidenced by this agreement unless it arises from our negligent act or default.

6 Breach

Should you fail to make payment of any Rental when due, or commit any other breach of this agreement, or suffer a petition for a bankruptcy order to be presented, or call any meeting of your creditors, or execute any assignment for their benefit, we may, after due notice, terminate this agreement and you will no longer be in possession of the Goods with our consent.

7 Non-default Termination

Notwithstanding anything contained in this agreement we may, after due notice, terminate this agreement if you have made any misrepresentation to us, whether or not recorded above, or if we decide within our absolute discretion that the Goods can no longer be efficiently serviced or maintained.

8 Cancellation

If you cancel the agreement during the 14 day cancellation period, we will be permitted to charge you for those services which have already been incurred by us such as the delivery charge which is included in the initial payment and we reserve the right to charge you the cost of the collection sets if we believe that you have been using them prior to the return of the Goods to us.

9 Termination by you

This agreement will continue and we will continue to take rental payments from you until this agreement is terminated by you or us. You have the right to terminate this agreement by notice by giving at least one working day's notice provided that such notice expires on or before the day upon which the next payment is due. Notice is given under this clause by either telephoning us on 01823 336362 or by writing to us at Ardo medical Limited at Unit 1, Belvedere Trading Estate, Taunton, Somerset, TA1 1BH

10 Return of Goods

Upon termination of this agreement you will surrender the Goods and protective packaging to us in good condition (fair wear and tear excepted) and pay us all amounts due but unpaid up to the date of termination.

Upon termination we will collect the Goods from the address given on this agreement or any address mutually agreed upon by both parties at the time of termination

11 Assignment

We shall be entitled at any time to assign the benefit of this agreement provided that this does not detrimentally affect your rights under it. You may not transfer your obligations under this agreement

12 Data Protection

12.1 Before or after you enter into any agreement with us, we may search the files of credit reference agencies, who will keep a record of our enquiries which will be seen by other organisations making searches. If you are a company or partnership, this search may be made in respect of any of your directors or partners. We may disclose to such agencies details about you and your conduct (including default in payment) under any agreement between you and us. You should be aware that credit reference agencies may keep a record of the checks they carry out and make them available for use by banks and financial institutions, credit grantors or lenders

12.2 Details about you and your payment record under this agreement will be used to help make credit, credit related and insurance related decisions about you and occasionally for fraud prevention or to trace debtors. You can contact us for details of the credit reference agencies used by us. You have a legal right to these details and can receive a copy of the information held about you on payment of a fee.

12.3 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially. We may give information about you and your payment record under this agreement to credit reference agencies, debt collecting agents and any proposed assignee, transferee or chargee of this agreement or of our interest in this agreement, their insurers or advisers. We may use a credit scoring or other automated decision-making system. We may monitor and record telephone calls for the purpose of security and training

12.4 We may hold data on our computers or in any other way, and use it for the following purposes:

12.4.1 Searching files of credit reference agencies to help make credit decisions on you;

12.4.2 Using automated methods to access your creditworthiness;

12.4.3 Monitoring our service levels

12.4.4 To help prevent fraud, trace debtors and recover our property;

12.5 We may disclose your data to:

12.5.1 Anyone to whom we have transferred or propose to transfer any of our rights under any agreement between us and you;

12.6 By law you are entitled, upon payment of a fee, to a copy of data, and to rectification of any incorrect data held about you. If you want details of those credit reference agencies from whom we obtain, and to whom we pass information about you, please telephone us on 01823 336362. You have a legal right to these details.

13 Recurring Transactions

Please complete parts 1 to 7 to authorise us to claim payments directly from your Visa or MasterCard Account

13.1 Name of Cardholder ()

13.2 Full Address ()

13.3 Postcode ()

13.4 Telephone Number ()

13.5 Visa/MasterCard account number ()

13.6 Expiry Date ()

13.7 I authorise Ardo medical Limited to charge my MasterCard/Visa/Visa Debit* £35.00 in respect of continuation hire of a breast pump as and when they become due.

13.8 I understand that Ardo medical Limited have advised me as the beginning of this hire agreement of the amount and dates on which payments will be due.

13.9 I understand that this authority in favour of Ardo medical Ltd will remain in force until such a time as I or Ardo medical Limited cancel the agreement (see Clause 9)

Signature () Date ()

*Please delete as appropriate

CANCELLATION FORM

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT).

TO:
Ardo medical Limited
Unit 1
Belvedere Trading Estate
Taunton
Somerset
TA1 1BH

I hereby give notice that I wish to cancel agreement ref ...**
Signed:

Date:

Name:

Address:

* Delete as appropriate

** Ardo medical Limited to insert details

If you cancel the agreement during the 14 day cancellation period, we will be permitted to charge you for those services which have already been incurred by us such as the delivery fee which is included in the initial payment and we reserve the right to charge you on a daily basis if we believe that you have been using the Goods prior to the return of them to us