Call-Off Schedule 22 (Hire Purchase Terms)

# INTRODUCTION

This Call-Off Schedule 22 (Hire Purchase Terms) is not anticipated to apply to the Call-Off Contract as at the Call-Off Start Date. As a result of a Variation or as part of a Project, the Buyer may decide to hire Equipment from the Supplier under the Call-Off Contract, in which case it shall state its requirement using the Variation Form or Project Initiation Request (as the case may be) and each Equipment Order Form, and the provisions of this Call-Off Schedule 22 (Hire Purchase Terms) shall apply.

# DEFINITIONS

* 1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"Actual Delivery Date"** means in relation to the hiring of any Equipment, the date on which the Equipment is delivered to the Location;

**"Buyer-Owned Equipment"** has the meaning given in Paragraph [19.1;](#bookmark22)

**"Due Delivery Date"** means the time and date specified as the due date for delivery of a piece of Equipment in the Equipment Order;

**"Equipment"** means, in relation to each Equipment Order, the equipment specified in the Equipment Order Form and where such equipment comprises multiple items of equipment, references to "Equipment" shall be construed as references to all or any individual item of equipment and any replacement equipment as the context so permits;

**"Equipment Order"** means, in relation to the hiring of any Equipment pursuant to any Call-Off Contract incorporating these Hire Purchase Terms, the order by the Buyer of such Equipment from the Supplier as evidenced by a duly completed Equipment Order Form being executed by both Parties;

**"Equipment Order Form"** means in relation to each Equipment Order, an equipment order form substantially in the form of Annex A (Equipment Order Form) specifying the Equipment which the Buyer will hire from the Supplier under the Call-Off Contract;

**"Event of Default"** means any event or circumstance specified as such in Paragraph [14.1;](#bookmark11)

**"Expiry Date"** means in relation to the hiring of any Equipment, the date specified as such in the relevant Equipment Order Form;

**"Hire Charges"** means, in relation to the hiring of any Equipment, the hire charges specified in the relevant Equipment Order Form;

**"Hire Period"** means, in relation to the hiring of any Equipment, the hire period specified in the relevant Equipment Order Form;

**"Hire Purchase Terms"** means the terms and conditions set out in this Call-Off Schedule 22 (Hire Purchase Terms);

**"Initial Deposit"** means, in relation to the hiring of any Equipment, the initial deposit specified in the relevant Equipment Order Form;

**"Insurances"** means in relation to any Equipment, all policies and contracts of insurance or such other insurance arrangements which are required to be effected by the Call-Off Contract or, where the context permits, are from time to time entered into in respect of the Equipment;

**"Insurers"** means the underwriters or insurance companies by which the relevant Insurances are effected;

**"Location"** means, in relation to any Equipment, the location (if any) specified in the relevant Equipment Order Form;

**"Maintenance Costs"** means, in relation to the maintenance of any Equipment by the Supplier, the maintenance costs specified in the relevant Equipment Order Form;

**"Option to Purchase Fee"** means, in relation to any Equipment, the option to purchase fee specified in the relevant Equipment Order Form;

**"Payment Date"** means, in relation to the hiring of any Equipment, each date for the payment of the Hire Charges specified in the relevant Equipment Order Form;

**"Permitted Sub-hirer"** means any person, entity, corporation or organisation specified as such in the Equipment Order or otherwise as may be agreed between the Buyer and the Supplier from time to time;

**"Redelivery Location"** means, in relation to any Equipment, the redelivery location (if any) specified in the relevant Equipment Order Form (or such other place for the redelivery of the Equipment as may be agreed between the Buyer and the Supplier);

**"Security Interest"** means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement having similar effect;

**"Termination Sum"** means for any piece of Equipment, the aggregate of:

* + 1. any Hire Charges due but unpaid up to the date of termination;
		2. any other sum due or to become due to the Supplier hereunder by reason of any breach by the Buyer prior to the date of termination of any of its obligations under the Hire Purchase Terms; and
		3. where applicable, the termination hire charges calculated in accordance with Paragraph [14.3](#bookmark14) or, if lower, ***[REDACTED]*** of the Hire Charges that would have been payable under the Hire Purchase Terms but for the termination; and

**"Total Loss"** means, in relation to any item of Equipment, an actual or constructive or arranged total loss as a result of such Equipment being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for use or unable to be used and the date of such Total Loss shall be the date of the loss, destruction, theft, confiscation or damage beyond economic repair or, if later, the date it is declared by the Insurers or otherwise adjudged by such Insurers to be a total loss.

* 1. Any reference in this Schedule to:
		1. **"the Equipment Order"** shall be deemed to include these Hire Purchase Terms and the relevant Equipment Order Form;
		2. any agreement or document shall, unless the context otherwise requires, be construed as a reference to the agreement or document as the same may from time to time be amended, varied, supplemented, novated or replaced;
		3. an **"Annex"** is a reference to an annex to this Schedule; and
		4. a **"month"** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month save that, where any such period would otherwise end on a day which is not a Working Day, it shall end on the next Working Day.

# EXCLUSION OF CERTAIN CORE TERMS

When the Parties have entered into an Equipment Order which incorporates these Hire Purchase Terms:

1. the Order Form (as defined in Joint Schedule 1 (Definitions)) shall be deemed to be a reference to the Equipment Order Form; and
2. the following Core Terms are modified in respect of the Equipment Order and Call-Off Contract (but are not modified in respect of the Framework Contract):
	1. Clause 3.1.2 does not apply to the Equipment Order;
	2. Clause 3.2 does not apply to the Equipment Order;
	3. Clause 10.2.2 does not apply to the Buyer terminating any Equipment Order; and
	4. Clause 11.3 does not apply where the Buyer must pay a Termination Sum.

# EQUIPMENT ORDERS

* 1. Each Equipment Order is subject to and incorporates these Hire Purchase Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.
	2. The Parties agree that any other terms or conditions (whether or not inconsistent with these Hire Purchase Terms or any other terms of the Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.
	3. In relation to any Equipment to be hired in accordance with these Hire Purchase Terms, the Parties shall execute an Equipment Order Form setting out the details of the relevant Equipment and the Hire Charges applicable to such hiring.
	4. For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

# HIRING OF THE EQUIPMENT

* 1. The Supplier shall let the Equipment, and the Buyer agrees to take the Equipment on hire, upon and subject to the terms hereof and the conditions of the Call-Off Contract.
	2. The Supplier must advise the Buyer on the selection and specification of the Equipment and, where applicable, any conversion work to be carried out in respect of them so as to ensure that the Equipment will be of sufficient quality and suitable for the requirements of the Buyer.
	3. Before the Due Delivery Date of any piece of Equipment the Buyer can amend or cancel and remove that piece of Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:
		1. for standard specification pieces of Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier’s reasonable and proven costs already incurred on the cancelled Equipment Order as long as

the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer;

* + 1. in all other circumstances (including where the Equipment is not standard specification or less than thirty (30) days’ notice is given), the Supplier will take all reasonable steps to allocate the piece of Equipment to an alternative buyer. If the Supplier is unable to re-allocate the piece of Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and
		2. where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier’s failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.
	1. The hiring of the Equipment shall commence on the Actual Delivery Date and shall continue for the Hire Period, unless terminated earlier in accordance with the terms of the Call-Off Contract.
	2. Subject to these Hire Purchase Terms, the Buyer shall, throughout the Hire Period, be entitled to hold, possess, use and enjoy the Equipment without interference from the Supplier or any person claiming through the Supplier.

# DELIVERY AND INSTALLATION OF THE EQUIPMENT

* 1. The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within five (5) Working Days of receipt of the Equipment Order.
	2. Risk of loss of, or damage to, the Equipment shall as between the Supplier and the Buyer remain with the Supplier, provided that the Supplier does not bear the risk of loss or damage caused by the negligence of the Buyer.
	3. The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject a piece of Equipment which is not in the condition requested and/or otherwise does not comply with the requirements of the Equipment Order.
	4. If the Supplier does not deliver a piece of Equipment by the agreed time or specified date, then the Buyer can withhold payment of the Hire Charges (and any Maintenance Costs) for that piece of Equipment until the time when the Supplier actually delivers it.
	5. If the Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the piece of Equipment is actually delivered. If the Supplier cannot supply an alternative piece of Equipment by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a piece of equipment of the same specification or one with equivalent specification.
	6. If the Buyer has specified that the Supplier must install the Equipment at the Location, the Supplier must at the Buyer’s expense install the Equipment at the Location.
	7. The Supplier shall ensure that on Delivery and throughout the duration of the Contract, all Equipment is complete, in good working order, of satisfactory quality, fit for the purpose for which it is required and acceptable in every respect.

# TITLE

Until such time as title to the Equipment may have passed to the Buyer under Paragraph [17:](#bookmark20)

* 1. the Equipment will belong to the Supplier (or the Supplier’s financier or any named and disclosed principal for whom the Supplier is acting as agent) and title and ownership to the Equipment shall remain vested in the Supplier or such other person; and
	2. the Buyer acknowledges that it has no right, title or interest in and to any part of any item of Equipment except the right to hire the Equipment and to purchase the Equipment in accordance with the Call-Off Contract.

# HIRE CHARGES

* 1. On the Actual Delivery Date, the Buyer shall pay the Initial Deposit to the Supplier.
	2. The Buyer shall throughout the Hire Period pay to the Supplier the Hire Charges on each Payment Date.

# GENERAL UNDERTAKINGS

* 1. The undertakings in this Paragraph [9](#bookmark0) shall remain in force from the date of the Equipment Order until all sums outstanding under the relevant Equipment Order have been paid in full.
	2. The Buyer shall:
		1. from time to time at the request of the Supplier, provide the Supplier with such information in relation to the Equipment as the Supplier may reasonably require;
		2. take or procure the taking of all necessary steps to safeguard the Supplier's rights in the Equipment and shall not do anything that jeopardises the rights of the Supplier in the Equipment; and
		3. use reasonable endeavours to prevent any item of Equipment from being removed from its possession and prevent the (or if already occurred, procure the immediate release from) confiscation, distress, execution, impounding, forfeiture or seizure of any item of Equipment.
	3. The Buyer shall not (without the consent of the Supplier):
		1. create or permit to subsist any Security Interest over the Equipment; or
		2. pledge the Supplier's credit or hold itself out as having any power to sell, charge or otherwise encumber or to sell or dispose of any item of Equipment or any interest therein.

# SUB-HIRING AND POSSESSION OF EQUIPMENT

* 1. Subject to Paragraph [10.2,](#bookmark2) the Buyer shall not sub-hire or otherwise part with possession of the Equipment without the consent of the Supplier except that the Buyer may deliver possession of the Equipment to a repairer or maintenance performer or may sub-hire the Equipment on terms substantially similar to that contained in these Hire Purchase Terms to any Permitted Sub-hirer.
	2. Paragraph [10.1](#bookmark1) shall not apply to Buyer-Owned Equipment.

# MAINTENANCE AND OPERATION

* 1. Subject to Paragraph [11.6,](#bookmark6) while a piece of Equipment is in its control, the Buyer shall:
		1. keep the Equipment at the Location or such other location in the United Kingdom as notified by the Buyer to the Supplier;
		2. not cause or permit any item of Equipment to be employed, used or operated in any manner contrary to any law or regulation; and
		3. procure that each item of Equipment is employed, used or operated in a skillful, careful and proper manner and only for the purpose for which it was designed; in accordance with and subject to all instructions issued by the manufacturer of that item of Equipment and any government agency or authority; and in accordance with and subject to all applicable laws and regulations (including, without limitation, the Health and Safety at Work Act 1974).
	2. Where the Buyer selects the maintenance option in the Equipment Order:
		1. the Supplier must ensure that at all times the Equipment is maintained and operated in accordance with the manufacturer's recommendations and warranty stipulations and that the Equipment is kept clean and in a good state of repair;
		2. the Supplier must maintain operating and maintenance records of the Equipment and make copies of those records readily available to the Buyer, together with any additional information relating to the Equipment as the Buyer may reasonably require;
		3. if any piece of Equipment is involved in an accident which is not a Total Loss, the Supplier must have repairs carried out promptly at the Supplier’s own expense by either a retailer holding the franchise for the Equipment or an accredited insurance repair specialist approved by the Buyer. The Supplier is responsible for ensuring that those repairs are properly carried out; and
		4. the Buyer shall pay to the Supplier the Maintenance Costs as stipulated in the relevant Equipment Order Form.
	3. If the Supplier replaces any components which wear out due to fair wear and tear, the replacement component must be new and of the same or equivalent specification.
	4. If the Parties agree that the Buyer will pay any additional maintenance or repair costs which fall outside of the Maintenance Costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred.
	5. Subject to Paragraph [11.6,](#bookmark6) the Buyer:
		1. shall not, without the Supplier's consent (which cannot be unreasonably withheld or delayed), make any material additions, alterations or modifications to, or remove any part of, any item of Equipment save where such addition, alteration or modification is:
			1. required by applicable law or regulation; or
			2. intended to improve the performance or safety of that item of Equipment and is approved by the manufacturer of the Equipment. Any addition, alteration or modification to any item of Equipment shall become the property of the Supplier free of any Security Interest;
		2. agrees not to remove or alter any markings (decals or plates) affixed to the Equipment without the Supplier’s consent.
		3. upon request, will provide to the Supplier a detailed listing of the Equipment by location, including the name and address and contact details for all physical locations where the Equipment is located. The Buyer shall furnish such information within thirty (30) days of such request.
		4. where practicable, shall permit the Supplier or its representatives to inspect, value and/or test the Equipment on reasonable notice and at suitable times, and for this purpose and subject to any applicable security, safety or other regulations or rules, the Buyer authorises the Supplier (subject to the Supplier providing the Buyer with reasonable notice in advance) to enter any non-restricted premises at which the Equipment may from time to time be located. The Buyer acknowledges that the Supplier shall be entitled to affix or cause to be affixed to the Equipment plates or other markings as the Supplier may reasonably require. The Buyer shall not affix or permit to be affixed any other markings to the Equipment inconsistent with or prejudicial to the rights of the Supplier.
		5. shall procure that the Equipment remains personal and moveable property even if temporarily annexed to land or buildings.
	6. Paragraphs [11.1](#bookmark4) and [11.5](#bookmark5) shall not apply to Buyer-Owned Equipment.

# INDEMNITY

The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due to a Default or due to the negligence of the Supplier, its servants or agents.

# TOTAL LOSS

* 1. Subject to Paragraph [13.6,](#bookmark10) in the event that any item of Equipment becomes a Total Loss, the hiring of the relevant Equipment shall be deemed to have terminated on the date of such Total Loss. If not all of the Equipment is a Total Loss, the Hire Charges payable after such Total Loss date, shall be adjusted pro rata so as to reflect the replacement value of the relevant Equipment which is a Total Loss as a proportion of the replacement value of all Equipment let at such time to the Buyer under the Equipment Order (excluding any Equipment which has been the subject of an earlier Total Loss).
	2. No later than ninety (90) days after the date of the Equipment becoming a Total Loss, the Buyer shall pay to the Supplier the Termination Sum, less any Insurance moneys in respect of such Total Loss which have been received by the Supplier at such time. If not all of the Equipment is a Total Loss, the additional Hire Charges payable under Paragraph (b) of the definition of Termination Sum shall be adjusted pro rata so as to reflect the replacement value of the relevant Equipment which is a Total Loss as a proportion of the replacement value of all Equipment let at such time to the Buyer under the Equipment Order. The Buyer shall continue to pay Hire Charges in relation to any Equipment that is a Total Loss until payment of the Termination Sum in relation thereto.
	3. In respect of any Equipment which has suffered a constructive, arranged or compromised Total Loss, the Supplier hereby appoints the Buyer (and the Buyer hereby accepts such appointment) as its exclusive sales agent for the purposes of the sale or scrapping of such Equipment. In acting as the Supplier's sales representative, the Buyer will not be entitled to any remuneration or other compensation.
	4. If the Supplier receives Insurance moneys following the occurrence of a Total Loss after the Termination Sum has been paid to the Supplier in accordance with Paragraph [13.2](#bookmark8) (and provided that such proceeds have not already been taken into account in calculating the Termination Sum due under Paragraph [13.2](#bookmark8)), the Supplier agrees to pay promptly to the Buyer by way of rebate of Hire Charges, an amount equal to such Insurance monies received, provided that the aggregate of all amounts payable by the Supplier to the Buyer by way of rebate of Hire Charges shall not, in any event, exceed an amount equal to the aggregate of all Hire Charges paid to the Supplier under the relevant Equipment Order.
	5. In the event that any item of Equipment suffers damage not constituting a Total Loss, the Buyer will repair or make good the same in compliance with Paragraph [11.](#bookmark3) The Supplier shall apply any Insurance monies received in respect of such loss of or damage in reimbursement to the Buyer of the costs of reinstatement or repairs on completion of the same, provided that such proceeds may be applied first towards payment of any sums then owing (which remain unpaid) by the Buyer under the relevant Equipment Order.
	6. Paragraphs [13.1](#bookmark7) to [13.5](#bookmark9) (inclusive) shall not apply to Buyer-Owned Equipment.

# EVENT OF DEFAULT

* 1. Each of the events and circumstances set out below is an Event of Default:
		1. the Buyer does not pay on the due date therefor any amount payable under the Equipment Order unless the non-payment is remedied within forty (40) Working Days of the Supplier giving written notice to the Buyer of such failure to pay;
		2. the Buyer is in material default of any provision of these Hire Purchase Terms (other than as referred to in Paragraph [14.1(a)](#bookmark12) above) provided that no Event of Default shall occur if the relevant failure to comply:
			1. is capable of remedy; and
			2. is remedied within sixty (60) days of the Supplier giving written notice to the Buyer of such failure to comply.
		3. any representation or statement made by the Buyer in the Equipment Order is or proves to have been incorrect provided that no Event of Default shall occur if the circumstances giving rise to the misrepresentation:
			1. are capable of remedy; and
			2. are remedied within sixty (60) days of the Supplier giving written notice to the Buyer of such misrepresentation;
		4. it is or becomes unlawful for the Buyer to perform any of its material obligations under these Hire Purchase Terms; and/or
		5. the Buyer ceases to be a public sector body.
	2. Following the occurrence of an Event of Default, the Supplier may by notice to the Buyer, terminate the hiring of the Equipment on hire pursuant to the relevant Equipment Order, any purchase option of the Buyer in respect of the relevant Equipment the subject of the relevant Equipment Order and the consent of the Supplier to the possession of such Equipment with immediate effect. If the Actual Delivery Date has not yet occurred, the Supplier may terminate the obligation to purchase the Equipment and/or let the Equipment to the Buyer in accordance with the Equipment Order.
	3. Where Paragraph [14.2](#bookmark13) or [15.1](#bookmark16) applies, the following table indicates the number of Month’s hire that the Supplier can invoice to the Buyer as a result of the hiring of a piece of Equipment being terminated early based on the length of the Equipment Hire Period and at which point during the Hire Period the hiring of the Equipment is early terminated:

|  |  |
| --- | --- |
| **YEAR OF TERMINATION** | **SCHEDULED HIRE PERIOD** |
| 2 YEARS | 3 YEARS | 4 YEARS | 5+ YEARS |
| YEAR 1 | 2 months | 5 months | 6 months | 7 months |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| YEAR 2 | 1 month | 3 months | 4 months | 5 months |
| YEAR 3 |  | 1 month | 2 months | 3 months |
| YEAR 4 |  |  | 1 month | 2 months |
| YEAR 5+ |  |  |  | 1 month |

* 1. On termination of the hiring of any Equipment or the obligation to let any Equipment pursuant to Paragraph [14.2,](#bookmark13) the Buyer shall pay the Termination Sum for such Equipment Order to the Supplier and the Supplier must invoice the Buyer as appropriate within thirty (30) days following the termination.
	2. The Supplier agrees that any payments made pursuant to Paragraphs [14.4](#bookmark15) or [15.1(a)](#bookmark17) is the Supplier’s sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in those Paragraphs.

# EARLY TERMINATION BY BUYER

* 1. Provided that no Event of Default shall have occurred which is continuing, the Buyer shall be entitled to terminate the hiring of all of the Equipment pursuant to the Equipment Order at any time during the Hire Period on giving the Supplier not less than ten (10) days’ notice in writing to that effect, in which case the Buyer shall:
		1. pay to the Supplier the Termination Sum within thirty (30) days of the termination; and
		2. return the Equipment to the Supplier in accordance with Paragraph [16.](#bookmark18)
	2. Where the Buyer terminates the Call-Off Contract under Clause 10 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.

# RETURN OF THE EQUIPMENT

* 1. On the Expiry Date or termination or expiration of the hiring of any Equipment under the Equipment Order howsoever occurring (and unless title to the Equipment shall have passed to the Buyer pursuant to the purchase option referred to in Paragraph [17](#bookmark20)), the Supplier shall collect the Equipment together with any books, manuals, service records, registration and other documents relating to it as the Supplier may reasonably require, from the Redelivery Location, free and clear of all liens and in good working and safe condition (reasonable wear and tear only excepted).
	2. Upon the termination or expiration of the hiring of any Equipment under the Equipment Order (and unless title to the Equipment shall have passed to the Buyer pursuant to the purchase option referred to in Paragraph [17](#bookmark20)), the Buyer shall no longer be in possession of the relevant Equipment with the consent of the Supplier and subject to any applicable security, safety or other regulations or rules, the Buyer authorises the Supplier to enter any non-restricted premises at which the Equipment may from time to time be located to recover possession of the Equipment (if the Equipment is not made available for collection by the Supplier from the Redelivery Location pursuant to Paragraph [16.1](#bookmark19) within thirty

(30) days).

# PURCHASE OPTION

If the Buyer has made all payments and other sums due and payable under the relevant Equipment Order (including the Option to Purchase Fee) and provided that no Event of Default has occurred, on expiry of the Hire Period by effluxion of time, title to the Equipment as the Supplier had on the Actual Delivery Date shall pass to the Buyer without further transfer or document on an "as is, where is, with all faults" basis without any condition, representation, warranty or recourse of any kind whatsoever, express or implied.

# MISCELLANEOUS

* 1. The Supplier shall obtain the consent of the Buyer prior to disclosing any information about the Equipment Order, the Equipment, the Buyer or any other person to any actual or potential assignee or any other person.
	2. Where the Supplier has entered into the Equipment Order as agent for a disclosed principal specified as such in the Equipment Order Form (**"Principal"**), it is hereby confirmed by the Supplier that the Principal has appointed the Supplier to act as its agent and accordingly, where the context so requires and admits, all terms and expressions and provisions relating to the Supplier shall be read and construed on the basis that such terms and expressions and provisions concern and relate to the Principal (acting through the Supplier (as its agent)).

# USE OF PURCHASED EQUIPMENT IN THE PROVISION OF THE SERVICES

* 1. In respect of any Equipment which has been fully purchased by the Buyer pursuant to Paragraph [17](#bookmark20) (**Buyer-Owned Equipment**), the Buyer hereby grants to the Supplier a licence during the Term to use the Buyer-Owned Equipment solely to the extent necessary for performing the Services in accordance with the Call-Off Contract provided that the Supplier shall not, without the Buyer’s prior written consent, use the Buyer-Owned Equipment for any other purpose or for the benefit of any person other than Cluster Members.
	2. As between the Buyer and the Supplier, all right, title and interest in all Buyer-Owned Equipment shall, at all times, remain with the Buyer.
	3. Notwithstanding any support requirements in Call-Off Schedule 20 (Specification) and unless agreed otherwise by the Buyer in writing, the Supplier shall ensure that all Buyer-Owned Equipment is throughout the duration of such use by the Supplier covered, at the Supplier's cost, by current vendor or manufacturer support contracts with an unexpired term of at least 12 months.
	4. The Supplier shall not sell (or, if applicable, hold in trust), pledge, assign, transfer, or otherwise dispose (other than where performing decommissioning services in accordance with Call-Off Schedule 20) of or create any encumbrance upon any Buyer-Owned Equipment in the Supplier's custody or control.
	5. Buyer-Owned Equipment shall be provided under this Paragraph [19](#bookmark21) "as is" and the Supplier acknowledges that it has satisfied itself that there is nothing relating to such equipment that would make it unsuitable or otherwise affect the Supplier's provision of the Services.
	6. In the event of the occurrence of an Insolvency Event, the Supplier shall (at Buyer's sole option):
		1. immediately deliver up to Buyer all Buyer-Owned Equipment in the custody, control or possession of Supplier or any Subcontractor; or
		2. allow (and shall procure that the Subcontractors shall allow), the Buyer (or its nominee) access to Supplier or Subcontractor premises (as the case may be) and/or vehicles, and provide such assistance as Buyer (or its nominee) may require, in each case to retrieve any Buyer-Owned Equipment located at such premises or otherwise in the control, custody, or possession of Supplier or Subcontractor (as the case may be).
	7. The Supplier shall be responsible for any and all loss of or damage to Buyer-Owned Equipment caused by a Default of the Supplier in connection with the provision of the Services, subject to the provisions of Clause 5 of the Core Terms in respect of Buyer Cause.

# ANNEX A

**CALL-OFF SCHEDULE 22 (HIRE PURCHASE TERMS) – EQUIPMENT ORDER FORM TEMPLATE**

**[Buyer guidance:** This Equipment Order Form, when completed and executed by both Parties, forms an Equipment Order. An Equipment Order can be completed and executed using a hard copy of this document or through the electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form]

ORDER REFERENCE: **[Insert** Buyer’s Equipment Order number]

DATE OF ORDER: **[Insert** Date the order is placed]

THE BUYER: **[Insert** Buyer’s name]

BUYER CONTACT [**Insert** business address and contact number]

INVOICE CONTACT [**Insert** business address for equipment invoicing]

THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS: [**Insert** registered address]

SUPPLIER VAT NUMBER: [**Insert** Supplier VAT number] SUPPLIER ACCOUNT

MANAGER: **Insert** registered address]

# THE DELIVERABLES

[**Buyer guidance**: Insert the details for the Equipment which are the subject of the Equipment Order.

Equipment: [**Insert** Description of Equipment]

Quantity: [**Insert** Number of items]

Location: [**Insert** all addresses where the Equipment is to be delivered and the Equipment will be kept]

Redelivery Location: [**Insert** the address where the Buyer will make the Equipment available for collection by the Supplier if the hiring is terminated]

Due Delivery Date: [**Insert** the time and scheduled Due Delivery Date]

Maintenance: [**Insert** details of any support or maintenance services to be provided by the Supplier or **Insert** Not applicable]

Principal: [where Supplier is acting as agent of a third party bank or leasing company, **Insert** name of Principal]

Permitted Sub-hirers: [**Insert** list of any permitted Sub-hirer]

# HIRE PERIOD

The Hire Period shall be the period of **[Insert** [ ] months / years from the Actual Delivery Date until

the Expiry Date. The Expiry Date is **[Insert**[ ] months / years after the Actual Delivery Date.

# PRICE AND PAYMENT

1. Cost (exclusive of VAT): [**Insert** Cost (exclusive of VAT)]
2. VAT on Cost: [**Insert** VAT on Cost]
3. Total Cost: [**Insert** Total Cost]
4. Initial Deposit: [**Insert** Deposit payable by Buyer]
5. Balance Financed: [**Insert** Balance Financed Amount – i.e. Total Cost less Initial Deposit]
6. Hire Charges: [**Insert** Hire Charges payable by the Buyer]
7. Maintenance Costs (if applicable): [**Insert** Maintenance Costs payable by the

Buyer or **Insert** Not applicable]

1. Total Payable: [**Insert** total amount of Initial Deposit plus

aggregate of all Hire Charges and maintenance costs (if applicable)]

1. Option to Purchase Fee: [**Insert** the Option to Purchase Fee (excluding VAT)] plus

VAT

# HIRE CHARGES AND PAYMENT DATES

The Buyer shall pay the Initial Deposit on the Actual Delivery Date and the Hire Charges shall be payable on a [monthly]/[quarterly] basis with the first Hire Charge payable on the date falling [one month][three months’] after the Actual Delivery Date. [The Maintenance Costs shall be payable on a [monthly]/[quarterly][annual] basis with the first Maintenance Cost payable on the date falling [one month][three months] after the Actual Delivery Date.]

# PAYMENT

**[Buyer guidance**: Method of payment to be agreed between the Supplier and the Buyer

[Payments of Hire Charges [and Maintenance Costs] shall be made by direct debit.] [OR]

[The Supplier shall issue invoices **[Delete** monthly]/[quarterly].]

# SPECIAL TERMS

[Buyer guidance specify whether any clauses apply to this Equipment Order in addition to the Hire Purchase Terms.]

Special Term 1

Special Term 2

This Equipment Order Form may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Equipment Order Form.

# BY SIGNING AND RETURNING THIS EQUIPMENT ORDER THE SUPPLIER AGREES that they

have read Call-Off Schedule 22 (Hire Purchase Terms) and the Call-Off Contract, and by signing below agree to be bound by the terms of the Equipment Order (including the Hire Purchase Terms). Terms defined in this Equipment Order Form have the meanings given to such terms in the Hire Purchase

Terms and Joint Schedule 1 (Definitions).

**For and on behalf of the Buyer:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

**For and on behalf of the Supplier:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |