

Guarantee and Indemnity subject to the Consumer Credit Act 1974

Relating to a regulated consumer Hire Agreement

To: 1pm (UK) Limited, 27 Gay Street, Bath BA1 2PD

Co Reg No: 3681755

I,
of

Request you, The Owner (which expression includes your successors and assigns), to enter into the Agreement briefly described below ('the Agreement')

with
of
the Hirer)

And, in consideration of your doing so, irrevocably agree as follows :

1. I will pay to you, on demand, any amount which is due and payable and unpaid to you by the Hirer under the Agreement;
2. I will indemnify you against all loss, damages, claims, costs and expenses incurred by you as a result of your entering into the Agreement, whether arising out of a breach by the Hirer or otherwise, as if I had entered into it as the Hirer;
3. If you relax or do not enforce the Agreement, this guarantee and indemnity or any other security, it will not affect your rights against me under this guarantee and indemnity;
4. A judgement against the Hirer given in connection with the Agreement shall also bind me.
5. Any notice to me may be sent or delivered at my address stated above, any other address of which I may notify you in writing or my address last known to you.
6. You may transfer this guarantee and indemnity and/or any or all of your rights under it to any person provided that this does not affect my obligations under this guarantee and indemnity or my rights under the Consumer Credit Act 1974;
7. If this guarantee and indemnity is signed on behalf of any person, references to 'I/me' shall be construed accordingly. This guarantee and indemnity will not be affected by my death (but shall be binding upon my Personal Representatives), nor by any change in the composition of then Hirer or the indemnifier.

Description of the Agreement Regulated Consumer Hire Agreement

Description of Goods:

First rental £	[incl. VAT]
Followed by	rentals
Each in the sum of £	[incl. VAT]
Minimum period of hire is	months

IMPORTANT – YOU SHOULD READ THIS CAREFULLY YOUR RIGHTS

The Consumer Credit Act 1974 covers this guarantee and indemnity and lays down certain requirements for your protection. If they are not carried out, the Owner cannot enforce the guarantee and indemnity against you without a court order.

Until the Agreement between the Owner and the Hirer has been made, you can change your mind about giving the guarantee and indemnity. If you wish to withdraw, you must give written notice to the Owner which must reach him BEFORE the main Agreement is made. Once it has been made you can no longer change your mind.

Under this guarantee and indemnity YOU MAY HAVE TO PAY INSTEAD of the Hirer and fulfil any other obligations under the guarantee and indemnity. (But you cannot be made to pay more than he could have been made to pay unless he is under 18). However, if the Hirer fails to keep to his side of the Agreement, the Owner must send him a default notice (and a copy to you) giving him the chance to put things right before any claim is made on you. If you would like to know more about your rights under the Act, you should contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

IMPORTANT USE OF YOUR INFORMATION

You have a right to know how we will use your personal information. It is important that you read the "Use of Your Information" Notice (overleaf) **before** you sign since by signing you are agreeing to this use and disclosure of your information. We may :

- Send you useful information about ours and other businesses products and services;
- Pass your details to other selected businesses and to anyone who introduced you to us, to send you information about their products and services;

You may at any time stop us doing so. **To stop us, tick this box ? or write to us.**

We and other businesses may contact you by telephone or e-mail to offer you other products and services. **To stop us, tick this box ? or write to us. If you are willing to be contacted by automated calling system or personal fax, tick this box ?** Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially. Read the "Use of Associated Records" **before** you sign.

Witness to Indemnifier's Signature

Signature _____

Name _____

Block Letters Please

Address _____

(1)

Acknowledgement by You

- (1) By entering into this guarantee and indemnity you might become liable instead of or as well as the Hirer. You acknowledge that you should seek independent legal advice before signing.
- (2) You acknowledge that you have received a copy of this guarantee and indemnity.

This is a guarantee and indemnity subject to the Consumer Credit Act 1974. If the Hirer fails to keep to his Agreement with the Owner, YOU MAY HAVE TO PAY INSTEAD and fulfil any other obligations under the guarantee and indemnity. Sign only if you want to be bound by its terms.

Signature(s)* of Indemnifiers _____

Date of the Indemnifier's Signature _____ 20 _____

* If signed on behalf of Indemnifier, insert 'on behalf'

USE OF YOUR INFORMATION

In considering whether to enter into this Agreement, we will search your record at Credit Reference Agencies. They will add, to their record about you, details of our search at you request and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and other members of your household.

We may use a credit scoring or other automated decision making system.

We will also add to your record with the credit reference agencies details of your Agreement with us, any payments you make under it and any default or failure to keep to its terms. These records will be shared with other organisations and may be used and searched by us and them to:

- ? consider applications for credit and credit related services, such as insurance, for you and any associated person;
- ? trace debtors, recover debts, prevent or detect money laundering and fraud.

It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide inaccurate information or we suspect fraud, this information will be recorded.

Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor, household, life and other insurance proposals and claims, for you and members of your household.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us to manage your agreement and for statistical market research purposes.

Please telephone or write to us at the telephone number/address stated overleaf if you want to have details of the credit reference agencies or any other agencies from whom we obtain, and to whom we pass, information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee may be payable.

USE OF ASSOCIATED RECORDS

We may before entering into this Agreement search records at credit reference agencies which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of your request to enter into this Agreement or the Agreement itself you may be treated as financially linked and you will be assessed with reference to "associated records".

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result an "association" will be created which will link for financial records and your associates information may be taken into account when a future search is made by us or another lender unless you file a 'disassociation' at the credit reference agencies.