



Rental Agreement

"Yes Appliance Rentals" Rental Agreement

OUR TERMS

1. THESE TERMS

1.1 What these terms cover. This Rental Agreement ("Rental Agreement") contains the terms on which we hire our appliances to you.

1.2 Agreement Number

1.3 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the Rental Agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. PRE CONTRACT INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are YES APPLIANCE RENTALS LTD a company registered in England and Wales. Our company registration number is 10032372, and our registered office is at **109 Upton Drive, Burton on Trent, Staffordshire, DE14 2FR**

("We" "Us" "Our")

2.2

Who you are: You are:

whose address is:

is ("You" "Your")

2.3 KEY FINANCIAL INFORMATION

Description of Appliance:

Serial no: ("Appliance")

The period of hire is weeks from date of delivery ("Rental Term")

Initial Payment: ("Initial Payment") £ initial payment is payable on signing the agreement.

Rental Instalment payment: £ per Month, weekly or fortnightly, payable via direct debit, for weeks

Rental Instalment payment: £ per Month, weekly or fortnightly, payable via Standing Order, for weeks

from date of delivery. ("Rental Instalments")

2.4 How to contact us. You can contact us by telephoning our customer service team at 0333 370 1526 or by writing to us at info@yesappliance rentals.co.uk.

“Yes Appliance Rentals” Rental Agreement

2.5 How we may contact you. If we have to contact, you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.6 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

“Yes Appliance Rentals” Rental Agreement

3. OUR RENTAL AGREEMENT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we sign the contract, at which point the contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Appliance. This might be because the Appliance is out of stock, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Appliance or because we are unable to meet a delivery deadline you have specified.

3.3 Your agreement number. We will assign an agreement number to your order and tell you what it is when we accept your order. It will help us if you can tell us the agreement number whenever you contact us about your order.

3.4 We only sell to the UK. Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the appliances in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that an appliance's display of the colours or the printed pictures in our brochure accurately reflects the colour of the appliances. Your Appliance may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website or in our catalogue or brochure.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Appliance you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Appliance, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the Appliance. We may change the Appliance:

- (a) to reflect changes in relevant laws and regulatory; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Appliance

6.2 More significant changes to the Appliance and these terms. In addition, as we informed you in the description of the Appliance in our brochure or on our website, we may make changes to these terms or the Appliance, but if we

do so we will notify you and you may then contact us to end the Rental Agreement and receive a full refund before the changes take effect.

6.3 Updates to digital content. We may update, or require you to update, digital content, provided that the digital content shall always match the description of it we provided to you before you bought it.

7. PROVIDING THE APPLIANCE

7.1 Hire: We shall hire the Appliance to you for use at your home subject to the terms and conditions of this Rental Agreement. We shall not, other than in the exercise of its rights under this Rental Agreement or applicable law, interfere with your possession of the Appliance.

7.2 Delivery and installation costs. The costs of delivery and installation will be as told to you during the order process / set out in our current price list as applicable.

7.3 When we will provide the Appliance. During the order process we will let you know when we will provide the Appliance to you and install them.

7.4 We are not responsible for delays outside our control. If our delivery or installation of the Appliance is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Rental Agreement and receive a refund.

7.5 If you are not at home when the Appliance is delivered. If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery.

7.6 If you do not re-arrange delivery. If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Rental Agreement and clause 9.2 will apply.

7.7 If you do not allow us access to install. If you have asked us to install the Appliance for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

7.8 Your legal rights if we deliver late. You have legal rights if we deliver any products late. If we miss the delivery deadline for any Appliance, then you may treat the Rental Agreement as at an end straight away if any of the following apply:

- (a) we have refused to deliver the products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.9 Setting a new deadline for delivery. If you do not wish to treat the Rental Agreement as at an end straight away, or do not have the right to do so under clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Rental Agreement as at an end if we do not meet the new deadline.

7.10 Ending the Rental Agreement for late delivery. If you do choose to treat the Rental Agreement as at an end for late delivery under clause 7.8 or clause 7.9, you can cancel your order for the Appliance or reject any Appliance that has been delivered. After that we will refund any sums you have paid to us for the cancelled Appliance and their delivery. If the Appliance has been delivered to you, you will have to return it to us or allow us to collect it, and we will pay the costs of this. If you return an Appliance due to cancellation the Appliance must be returned in exactly the same condition with all the original packaging and manuals.

7.11 When you become responsible for the Appliance. The Appliance will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

7.12 Ownership of the Appliance. We are the owner of the Appliance. You only have the right to use the Appliance. For the purposes of this Rental Agreement, Appliance include hardware and software. You must protect our ownership of the Appliance and not attempt to sell, hire or deal with it in any way. You must not create any lien or other encumbrance over the Appliance. Should it be found that you have attempted or in actuality sold, hired or dealt with the Appliance in any way, we refer you to the indemnification clause contained herein, and that you may be required to compensate any loss.

7.13 You must keep the Appliance Insured. You are responsible if your Appliance is lost, stolen or damaged. Despite this, you are obliged to continue your rental payments. For your own protection we require that the Appliance is insured with a reputable insurance company and pay all necessary premiums throughout the Term of the Rental Agreement.

7.14 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Appliance to you and install it for you. If so, this will have been stated in the description of the Appliance in our brochure or on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Rental Agreement (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying or installing the Appliance late or not supplying or installing any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

“Yes Appliance Rentals” Rental Agreement

7.15 Reasons we may suspend the supply of Appliance to you. We may have to suspend the supply of an Appliance to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Appliance to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Appliance as requested by you or notified by us to you (see clause 6).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end the contract for supply of an Appliance before it has been delivered, installed and paid for. You may contact us to end your Rental Agreement for the Appliance at any time before we have delivered and installed it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where the Appliance is faulty or mis-described (see clause 10, "If there is a problem with the Appliance"). To cancel this Rental Agreement, you must fill in Schedule 2: Cancellation Form and send it to us at our registered address.

8.2 What happens if you have good reason for ending the Rental Agreement. If you are ending the Rental Agreement for a reason set out at (a) to (e) below the Rental Agreement will end immediately and we will refund you in full for any Appliance which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) we have told you about an upcoming change to the Appliance or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of the Appliance you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Appliance may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Appliance for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or
- (e) you have a legal right to end the Rental Agreement because of something we have done wrong (but see clause 7.10 in relation to your rights to end the Rental Agreement if we deliver late.

8.3 What happens if you end the Rental Agreement without a good reason. If you are not ending the Rental Agreement for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for an Appliance not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) the Initial Payment as compensation for the net costs we will incur as a result of your ending the contract

8.4 Returning products after ending the contract. If you end the Rental Agreement after the appliance has been dispatched to you and (because

we cannot recall them) they are delivered to you, you must return them to us and pay all associated, reasonable costs.

9. OUR RIGHTS TO END THE RENTAL AGREEMENT

9.1 We may end the Rental Agreement if you break it. We may end the Rental Agreement for the Appliance at any time by writing to you if:

- (a) you do not make any Rental Instalment payment to us or we are unable to collect payment from you when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Appliance;
- (c) you do not, within a reasonable time, allow us to deliver the products to you and install them or collect them from us; or

9.2 You must compensate us if you break the Rental Agreement. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

10. IF THERE IS A PROBLEM WITH THE APPLIANCE

10.1 How to tell us about problems. If you have any questions or complaints about the Appliance, please contact us. You can telephone our consumer service team at 0333 370 1526 or by writing to us at info@yesappliance rentals.co.uk.

10.2 Summary of your legal rights. We are under a legal duty to supply appliances that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

10.3 Your obligation to return rejected Appliance. If you wish to exercise your legal rights to reject the Appliance you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage, please contact us for a free returns label or collection.

10.4 Your right to change your mind. We, YES APPLIANCE RENTALS LTD of **109 Upton Drive, Burton on Trent, Staffordshire, DE14 2FR**

, offer the following guarantee which is in addition to your legal rights (as described in clause 10.2) and does not affect them. If you change your mind about an Appliance either before it is delivered or within 14 days of receiving it, please contact us to arrange for a full refund. If you have received the unwanted product you must return it to us and we will pay the costs of return. There is no obligation to return digital content or services. This guarantee is only offered to consumer's resident in the UK.

11. PRICE AND PAYMENT

11.1 Where to find the price for the Appliance. The Rental Instalment of the Appliance (which includes VAT) will be the price set out in (a) our price list in force at the date of your order or (b) in Schedule 1 Payment of this Rental Agreement. We take all reasonable care to ensure or use our best efforts to ensure that the price of the Appliance advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Appliance, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the appliances we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Appliance's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Appliance's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the Appliance at our expense.

11.4 When you must pay and how you must pay. We accept payment with any debit card direct debit or Standing Order You must pay for the Appliance (including delivery and installation costs) before we dispatch it. We will not charge your credit or debit card until we dispatch the products to you. If you wish to pay by direct debit you will need to read Schedule 3: Direct Debit at the back of this Rental Agreement.

“Yes Appliance Rentals” Rental Agreement

11.5 We can charge interest if you pay late. If you do not make any payment to us or if we are unable to collect any payment from you by the due date, we may charge interest to you on the overdue amount at the rate of 6% a year above the base lending rate of HSBC Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.6 What to do if you think an invoice is wrong. If you think any part of this Rental Agreement is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11.7 You must pay or reimburse us for:

11.7.1 all taxes (including VAT) and stamp duties payable in connection with this Rental Agreement

11.7.2 any expenses we reasonably incur in enforcing this Rental Agreement or incur because you have repudiated, terminated or breached this Rental Agreement, including, without limitation, any legal costs and expenses, financing break costs, costs incurred in repossessing or attempting to repossess the Appliance and cost incurred in storing and disposing of the Appliance

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but, except as set out in clause 12.2 we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, as summarised at clause 10.2; and for defective products under the Consumer Protection Act 1987

12.3 When we are liable for damage to your property. If we are installing the Appliance or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. If defective digital content which we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation.

12.4 We are not liable for business losses. We only supply the Appliance for domestic and private use. If you use the Appliance for any

commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.5 You must notify us of any change of financial details: You must inform us, within 7 days, of any change to your financial details (payment method, bank account, sort code, Credit Card etc). This must be done in writing via email. Failure to do so will make you liable for any charges we incur due to your failure to notify us in accordance with this Clause 12.5

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the Appliance to you;
- (b) to process your payment for the Appliance; and

I if you agreed to this during the order process, to inform you about similar appliances that we provide, but you may stop receiving these communications at any time by contacting us.

13.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the Appliance we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

13.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

13.4 In the event that you hire a laptop or other form of electrical device as an Appliance from us, it is your obligation to ensure that all personal data is removed/deleted from such Appliance

14. END OF RENTAL TERM

14.1 At any time but not earlier than 6 months prior to the expiry of the Rental Term, you may give us 30 days' notice that at the end of the Rental Term or 30 days after our receipt of the notice (whichever date is the later) you will return the appliance/object to us in accordance with this agreement.

14.2 Notwithstanding anything contained in this Rental Agreement, you have no right or obligation at any time to purchase the Appliance.

15. REPOSSESSION OF THE APPLIANCE & RIGHT OF ENTRY TO RESIDENTIAL PREMISES

15.1 If you fail to pay any Rental Instalment or if you fail to return the Appliance when you are required to do so under this Rental Agreement, subject to us giving you 30 days' notice in writing of our intention to do so:

15.1.1 We, or our agent, must not enter any part of premises used for residential purposes for the purpose of taking possession of the Appliance unless (a) the court has authorized the entry or (b) the occupier of the premises has consented in writing to the entry.

15.1.2 Subject to us complying with the aforementioned 30 days' notice to repossess the Appliance you hereby agree that you consent to the entry of your premises for the purposes of repossession of the Appliance the subject of this agreement.

15.1.3 Subject to complying with any applicable law, we may sell any repossessed Appliance at any time.

15.1.4 If we have not terminated this Rental Agreement, you may collect the Appliance from us only if you have paid all amounts payable under this Rental Agreement (including any amounts owing under clause 11.

16. OTHER IMPORTANT TERMS

16.1 We may transfer this Rental Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Rental Agreement

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 Nobody else has any rights under this Rental Agreement. This Rental Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 If a court finds part of this Rental Agreement illegal, the rest will continue in force. Each of the paragraphs of this Rental Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this Rental Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Rental Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Appliance, we can still require you to make the payment at a later date.

16.6 Which laws apply to this Rental Agreement and where you may bring legal proceedings. This Rental Agreement is governed by English law and you can bring legal proceedings in respect of the Appliance in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Appliance in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Appliance in either the Northern Irish or the English courts.

16.7 Who can I complain to. Yes Appliance Rentals Ltd are authorised and regulated by the Financial Conduct Authority (and if you have a complaint about either Us or this Rental Agreement

“Yes Appliance Rentals” Rental Agreement

you may complain to the Financial Ombudsman Service via this link: <https://www.the-fca.org.uk/consumers/how-complain>

Signature of consumer(s) (only if this form is notified on paper),

customer give an instruction to your bank to pay a fixed amount at regular intervals.

IN WITNESS WHEREOF, the Parties have executed this Rental Agreement as of the signature date.

Date

If any payment falls due on a non-business day, it will be debited from your nominated account on the following business day.

Signed by

All enquiries in the first instance should be directed to Yes Appliance Rentals Ltd.

2. CHANGES

for and on behalf of

2.1 If you want to request a change to the drawing arrangements, please contact us at least 7 days prior to the next scheduled drawing date. You should contact us before contacting your Financial Institution.

Signed by

2.2 These requests may include;

2.2.1 Deferring the drawing

2.2.2 Stopping an individual debit

2.2.3 Suspending the DDR; or

2.2.4 Cancelling the DDR completely

Name in Capitals

2.3 However, as we have relied on your agreement to honour the DDR, we would be unlikely to agree to a request to change it, unless you provide a reasonable proposal as to how you will make good your obligations under this Rental Agreement.

Date

3. YOUR OBLIGATIONS

SCHEDULE 2: CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To Yes Appliance Rentals Ltd **109 Upton Drive, Burton on Trent, Staffordshire, DE14 2FR**

hereby give notice that I/We _____ cancel my/our _____

contract of sale of the following goods

supply

Ordered on

_____/received on

_____,

Name of consumer(s),

Address of consumer(s),

Direct Debit Request Service Agreement

1. DEBITING YOUR ACCOUNT

1.1 By signing the Direct Debit Request (DDR), you authorize the Debit Company that we cooperate with, to debit funds from your nominated account for any amount payable under this Rental Agreement between you and us.

1.2 If any payment falls due on a non-business day, it will be debited from your nominated account on the following business day.

1.3 All enquiries should in the first instance be directed to YES Appliance Rentals Ltd.

1.4 Your records and account details held by us will be kept confidential, except information required by our Financial Institution in the event of a claim or relating to an alleged incorrect or wrongful debit.

1.5 You acknowledge that if you request your bank to recover transferred funds which are a lawful deduction made by us, and a fee is payable by us, then these fees may be recovered from you.

2 STANDING ORDER

Our preference is that you arrange a Standing Order so that we can obtain payment from your nominated account for any amount payable under the Rental agreement between you and Us. The difference with a Standing Order is that you the

3.1 It is your responsibility to:

3.1.1 Ensure that your nominated account can accept Direct Debits or Standing Order (your bank can confirm this for you)

3.1.2 Check your nominated account details with your bank before completing the DDR;

3.1.3 Ensure that there are sufficient cleared funds in the nominated account, by the due date, to allow for payment of the amounts payable; and

3.1.4 Advise us if the nominated account is transferred or closed.

3.2 If your drawing is returned or dishonoured by your bank, you should contact us to ensure suitable arrangements to rectify the non-payment. If no contact is made, we reserve the right to redraw the non-payment plus any applicable liquidated damages and fees payable pursuant to this Rental Agreement at any time at our discretion.

3.3 You will be responsible for paying any varying charges, including, but not limited to, taxes, liquidated damages payable pursuant to this Rental Agreement and any other fees and charges payable.

4. DISPUTES

4.1 If you believe that a drawing has been made incorrectly, contact us during business hours on 0333 3701526 before contacting your bank

“Yes Appliance Rentals” Rental Agreement

4.2 If you do not receive a satisfactory response from us to our dispute, contact your bank who will respond to you with an answer to your claim;

4.2.1 Within 7 business days (for claims lodged within 12 months of the disputed drawing); or

4.2.2 Within 30 days (for claims lodged more than 12 months after the disputed drawing.)

4.3 You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

Information Statement

THINGS YOU SHOULD KNOW ABOUT YOUR CONSUMER LEASE

This statement tells you about some of the rights and obligations of yourself and your lessor. It does not state the Terms and Conditions of your lease.

- when you can end your lease; and
- what your obligations are (if any) when your lease ends.

This information only has to be included in your lease if it is possible to give it at the relevant times.

If your lease does not tell you all these details, contact your credit provider’s External Dispute Resolution scheme, or get legal advice, for example from a community legal centre or Legal Aid, as you may have rights against your lessor.

11. THE LEASE 1. HOW CAN I GET DETAILS OF MY LEASE?

Your lessor (Yes Appliance Rentals Ltd) must give you a copy of your consumer lease (Rental Agreement) with this Statement. Both documents must be given to you within 14 days after the lessor enters into the consumer lease, unless you already have a copy of the consumer lease. If you want another copy of your lease write to your lessor and ask for one. Your lessor may charge you a fee. Your lessor has to give you a copy:

- within 14 days of your written request if the contract came into existence 1 year or less before your request; or
- otherwise within 30 days.

2. WHAT SHOULD MY LEASE TELL ME?

You should read your lease carefully. Your lease should tell you about your obligations, and include information on matters such as:

- details of the goods which have been rented; and
- any amount you have to pay before the goods are delivered; and
- stamp duty and other government charges you have to pay; and
- charges you have to pay which are not included in the rental payments; and
- the amount of each rental payment; and
- the date on which the first rental payment is due and either the dates of the other rental payments or the interval between them; and
- the number of rental payments; and
- the total amount of rent; and

3. CAN I END MY LEASE EARLY?

Yes. Simply return the goods to your lessor. The goods may be returned in ordinary business hours or at any other time you and the lessor agree on or the Court decides. Refer to your Terms and Conditions regarding the condition of the Goods.

4. WHAT WILL I HAVE TO PAY IF I END MY LEASE EARLY?

The amount the lease says you have to pay. If you have made rental payments in advance then it is possible that your lessor might owe you money if you return the goods early. Contact them for the final payment information.

5. CAN MY LEASE BE CHANGED BY MY LESSOR?

Yes, but only if your lease says so.

6. IS THERE ANYTHING I CAN DO IF I THINK THAT MY LEASE IS UNJUST?

Yes. You should talk to your lessor. Discuss the matter and see if you can come to some arrangement. If that is not successful, you can contact your lessor’s External Dispute Resolution scheme.

THE GOODS

2. MAKING PAYMENTS

2.1 Once your Direct Debit or Standing Order has been set up, payments will automatically be collected via Standing Order or Direct Debit

2.2 Each time a payment is debited from your bank account as part of your agreement, a transaction confirmation email is generated by our system and sent to the email address we have on record for you entered when your agreement was created.

2.3 If a payment is not authorised, we will contact you to inform you of the steps we need to take to resolve the issue.

“Yes Appliance Rentals” Rental Agreement

7. IF MY LESSOR WRITES ASKING ME WHERE THE GOODS ARE, DO I HAVE TO SAY WHERE THEY ARE LOCATED?

Yes. You have 7 days after receiving your lessor’s request to tell your lessor. If you do not have the goods you must give your lessor all the information that you have so they can be traced.

You may also have obligations under the Terms and Conditions regarding advising the lessor whenever you relocate the goods.

Yes, if you are in default under your lease, but the law says that you cannot be unduly harassed or threatened for rental payments. If you think you are being unduly harassed or threatened, contact your credit provider’s external dispute resolution scheme or Financial Conduct Authority, or get legal advice.

12. DO I HAVE ANY OTHER RIGHTS AND OBLIGATIONS?

Yes. The law will give you other rights and obligations. You should also READ YOUR LEASE carefully.

8. WHEN CAN MY LESSOR OR ITS AGENT COME INTO A RESIDENCE TO TAKE POSSESSION OF THE GOODS?

Your lessor can only do so if it has the Court’s approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the Consumer Credit Act 1974.

GENERAL

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

9. WHAT DO I DO IF I CAN NOT MAKE A RENTAL PAYMENT?

Get in touch with your lessor immediately. Discuss the matter and see if you can come to some arrangement. You can ask your lessor to change your lease in a number of ways:

- to extend the term of your lease and reduce rental payments; or
- to extend the term of your lease and delay rental payments for a set time; or
- to delay rental payments for a set time.

Contact Details

Yes Appliance Rentals Ltd (UK Head Office)

Telephone numbers: **0333 370 1526**

Address **109 Upton Drive, Burton on Trent, Staffordshire, DE14 2FR**

Website: www.yesappliance rentals.co.uk

10. WHAT IF MY LESSOR AND I CANNOT AGREE ON A SUITABLE ARRANGEMENT?

If the lessor refuses your request to change your rental payments, you can ask your lessor to review this decision if you think it is wrong.

If the lessor still refuses your request, you can complain to the external dispute resolution scheme that your lessor belongs to. Further details about this scheme are set out below in question 12.

Email: info@yesappliance rentals.co.uk

Company registration number: **10032372**

FCA firm reference number: **740124**

11. CAN MY LESSOR TAKE ACTION AGAINST ME?