

# TERMS AND CONDITIONS

1. Hire
  - 1.1 The Lessor hereby hires to the Hirer the Vehicle for the Period of hire and at the rate of Rental in each case as agreed and specified overleaf on this Agreement and upon the terms and subject to the conditions hereinafter appearing.
2. Commencement of Hire
  - 2.1 The hiring of the Vehicle shall commence on the date of which the Hirer or its agents collects the Vehicle or the Vehicle is made available for collection by the Hirer or its agents (whichever is sooner) in either case from the lessor's depot specified overleaf (hereinafter called "the commencement of hire").
  - 2.2 The Lessor shall specify the precise details of the Vehicle (including the Odometer reading) overleaf on this Agreement and at the time the Vehicle is collected the same shall be signed by the Hirer or by a person authorized on its behalf, which signature shall constitute the Hirer's acceptance of the relevant Vehicle.
  - 2.3 The Vehicle shall be supplied to the Hirer or its agents with fuel to a level as indicated overleaf on collection from the Lessors depot. All fuel needed to replenish tanks to the same level on the return of the Vehicle at the termination of hire shall be charged at the price ruling at that time.
  - 2.4 The Lessor will use all reasonable endeavours to have the Vehicle available for collection on the date requested by the Hirer but the Lessor shall not incur any liability whatsoever in the event of delay.
3. Rentals and Charges
  - 3.1 The Hirer will pay to the Lessor (subject to any adjustment under Clause 4 below) the Rental specified at the rate overleaf punctually at the times shown here or at such other times as the Lessor may notify to the Hirer. Any such payment and any other sums due from the Hirer to the Lessor under this Agreement (where appropriate) must include the correct amount of any VAT payable on such payment or other sums. Time shall be of the essence in respect of the payment of all sums due hereunder and the Hirer shall be deemed to have repudiated this Agreement if any Rental or other payments shall remain unpaid for more than 14 days after becoming due.
  - 3.2 All payments due hereunder (if not paid by the Lessor or a Banker's Order) shall be made to the Lessor at its registered office stated overleaf or at such overleaf or as the Hirer may from time to time communicate to the Hirer. Any payments sent by post shall be so sent at the risk of the Hirer.
4. Revision of Rentals
  - 4.1 The Hirer expressly acknowledges and accepts that the Lessor shall be entitled to revise the Rental specified at the rate overleaf (by such amount as the Lessor shall in its absolute discretion determine) at any time during the subsistence of this Agreement and upon giving 7 days' notice in writing to the Hirer.
  - 4.2 In the event that the Hirer does not accept such price revision, it shall have the right for the period of 7 days after receipt of such notification to serve notice on the Lessor cancelling this Agreement. Subject to return of any vehicles then in the possession of the Hirer in good repair and condition, the Hirer will incur no liability or obligation to the Lessor on account of such cancellation.
5. Use of Vehicle
  - 5.1 The Hirer shall use the Vehicle for the purposes of its business but shall not use or permit the Vehicle to be used for any purpose for which it is not expressly designed, in particular the Hirer will not use or permit the Vehicle to be used for hire, driving tuition, racing, pace making or competing in any rally nor for propelling or towing of any other Vehicle or any trailer (unless so designed), nor for any illegal purpose whatsoever.
  - 5.2 The Hirer agrees that it will not:
    - 5.2.1 use the Vehicle for the carriage of loads in excess of the legal carrying capacity of the Vehicle or distribute loads unevenly;
    - 5.2.2 exceed any of the manufacturer's recommendations in the use of the Vehicle;
    - 5.2.3 use the Vehicle, or permit its use in any manner, infringing any statute regulation or order relating to the driving and parking of the Vehicle or so as to cause danger to the public or persons in the Vehicle or risk damage to the Vehicle;
    - 5.2.4 carry on the Vehicle any goods, materials or produce which may damage the Vehicle or render it unfit to carry any other type of merchandise.
    - 5.2.5 without the prior consent of the Lessor effect any mechanical or other modifications to the Vehicle, make any alterations or additions, fit any towing equipment or other accessories or non-standard tyres, and any such additions, alterations or modified parts which may be made (whether with or without consent) shall become part of the Vehicle and shall belong to the Lessor.
    - 5.2.6 remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt nor purport to do so nor permit the same.
    - 5.2.7 deface the paintwork or bodywork of the Vehicle nor add or erect any painting, sign-writing, lettering or advertising to or on the Vehicle unless agreed by the Lessor. In the event that the Lessor grants such permission for any of the aforementioned alterations it will be on the express understanding that the Vehicle must be reinstated to a satisfactory conditions upon return.
6. Duties of the Lessor

The Lessor shall during the continuance of this Agreement

  - 6.1 Obtain and (subject to the provisions of Clause 7.9 below) pay for the vehicle Excise license and any MOT certificate for the Vehicle.
  - 6.2 Unless otherwise expressly agreed with the Hirer carry out or cause to be carried out regular service and maintenance in accordance with the manufacturer's recommendations and all repairs to the Vehicle as may be necessitated in the event of mechanical breakdown within the United Kingdom mainland or as may be required during the course of regular service and maintenance in accordance with the manufacturer's recommendations.
  - 6.3 If the said service or maintenance is not carried out by the Lessor or its agents (as previously agreed between the parties hereto) say or reimburse to the Hirer the cost of regular service and maintenance (including materials, oil, grease and lubricants) in accordance with the manufacturer's recommendations having regard to mileage and time intervals, together with the cost of any necessary repairs or replacements except where such replacement is necessitated by any accident or by any negligent use or abuse of the Vehicle. The Lessor will require proof of the work having been carried out by the way of original receipted invoices and copy certified service records.
  - 6.4 Except where such repair is necessitated by any accident or by any negligent use or abuse of the Vehicle, reimburse to the Hirer the cost of repair to any Vehicle in the event of mechanical breakdown while the Vehicle is outside the United Kingdom mainland subject to the amount or reimbursement not exceeding the equivalent cost of repair if such repairs had been carried out in the United Kingdom mainland and maintenance as aforesaid the Hirer will not cause repairs to be carried out to the Vehicle without previously notifying the Lessor of the circumstances and obtaining the prior consent of the Lessor to such repairs being carried out which consent shall not be unreasonably withheld. The Lessor will require proof of repair work having been carried out by way of original receipted invoices. If withheld, it shall be a condition to the grant of the Hirer of any consent given under Clause 7.6 below to permit the operation of any Vehicle outside the United Kingdom mainland that the Lessor shall be relieved of all responsibility for the cost of maintenance and for replacing the Vehicle in the event of breakdown for the period the Vehicle is outside the United Kingdom mainland and the Hirer will be responsible for all costs incurred (which shall include the cost of recovering the Vehicle to the United Kingdom mainland if so required) accordingly unless otherwise agreed in writing or covered by a manufacturer's guarantee.
  - 6.5 Unless an alternative maintenance agreement including tyres has previously been agreed, provide and pay for all tyres required to be replaced through fair wear and tear or faulty manufacture subject to prior permission being obtained from the Lessor. Furthermore the Hirer shall return the original casing to the Lessor's depot for inspection as soon as is reasonably practicable.
  - 6.6 Subject to the provisions of Clause 6.4 hereof, in the event a Vehicle becomes temporarily unroadworthy (other than as a result of accident/damage, theft or vandalism), make available a replacement Vehicle (not necessarily of the same type and age) for collection by the Hirer within 3 months of the date of the receipt of notification from the Hirer regarding the Vehicle. The Lessor may at its discretion from time to time withdraw any Vehicle of similar type.
7. Duties of the Hirer

The Hirer shall during the continuance of this Hire Agreement

  - 7.1 Pay to the Lessor interest at the rate of 3 percent per annum above the mean Base Rate for the time being of the London clearing banks on all sums which from time to time may be due from the Hirer to the Lessor hereunder and remain for the time being unpaid such interest being calculated from the due date until actual payment compounded quarterly and to be payable as well after as before any judgment obtained in respect thereof.
  - 7.3 Deliver and collect the Vehicle to and from any maintenance or repairing Agent and pay for the cost of moving any Vehicle to a repairing agent when it has become unroadworthy.
  - 7.4 Subject to the provisions of Clause 6.3 hereof, pay for all fuel materials, oil, grease and lubricants for the proper running of the Vehicle and ensure that sufficient anti-freeze of a recommended type is at all material times maintained in the Vehicles radiator.
  - 7.5 Indemnify the Lessor against all fines, penalties and liabilities (including any court costs) imposed on the Lessor or arising in respect of any non-compliance or contravention of any transport, traffic or other law regulation, together with any cost or expense relating thereto incurred by the Lessor.
  - 7.6 Not take or allow any Vehicle to be taken out of the United Kingdom mainland without receiving the prior written authority of the Lessor and, in the event of that authority being given, only on such terms as the Lessor deems fit. While the Vehicle is being operated outside the United Kingdom mainland the Lessor makes no representation that it complies with traffic or vehicle regulations in any country and that it is the Hirer's responsibility to make sure that it complies with the regulations of the country concerned.
  - 7.7 Collect from and return to the Lessor or from such place as the Lessor shall advise, any replacement Vehicle made available to the Hirer in accordance with clause 6.6 hereof. The replacement Vehicle shall be returned within 24 hours after the Hirer has been informed by the Lessor that the original Vehicle is ready for collection failing which the Hirer will pay additional rentals for the replacement Vehicle at a rate determined by the Lessor for the period during which the replacement Vehicle is retained for the Hirer.
  - 7.8 Bear the cost of the repair or rectification of any damage to the Vehicle resulting from negligence or improper use of the Vehicle by the Hirer or any person permitted by the Hirer to use the Vehicle
  - 7.9 Reimburse to the Lessor (where appropriate) any amount by which the cost of the annual vehicle excise license is increased above the list current at the date of this agreement.
  - 7.10 Pay all costs incurred by the Lessor in respect of the supply and fixing of any accessories, extras or additions which may be required by law or which are fitted to the Vehicle at the request of or by the Hirer and to reimburse the Lessor for damage to, or loss of accessories, tyres, tools and equipment including all costs regarding punctures and blow outs.
  - 7.11 Not sell assign mortgage let on hire or otherwise dispose of or part with possession of any vehicle or part thereof or charge the benefit of this Agreement nor attempt or purport to do any of these things.
  - 7.12 Take all necessary steps at its own expense to retain and recover possession and control of any vehicle of which the Hirer loses possession or control.
  - 7.13 Permit the Lessor or its authorized representative at all reasonable times to enter upon the premises where any Vehicle may from time to time be garaged or parked to inspect and test the condition of the Vehicle.
  - 7.14 Notify the Lessor of any change in the Hirer's address and upon request by the Lessor promptly inform the Lessor of the whereabouts of the vehicle.
  - 7.15 In respect of the condition and maintenance of the Vehicle be solely responsible at its own cost for:
    - 7.15.1 regularly checking and maintaining correct tyre pressures, wheel nut torque and lights;
    - 7.15.2 regularly checking and adjusting as necessary engine oil levels, battery fluid levels, screen wash levels, coolant levels, automatic transmission oil levels (as appropriate);
    - 7.15.3 regularly cleaning exterior, interior and upholstery of the Vehicle;
    - 7.15.4 promptly reporting and repairing damage (subject to inspection by the Lessor and any directions it may give);
    - 7.15.5 keeping accurate records of servicing (where applicable);
    - 7.15.6 regularly tuning the engine;
    - 7.15.7 arranging the regular servicing of the Vehicle (subject to Clause 6.2 above);
    - 7.15.8 replacing any shattered, broken or splintered windcreens or windows;
    - 7.15.9 regularly checking the functioning of temperature control equipment and promptly reporting any defect to the Lessor.
  - 7.16 Make the Vehicle available to the Lessor for the purpose of arranging an MOT test as and to the extent required by any legislation prior to the expiry of the certificate or vehicle test certificate is first required or (as the case may be) on the expiry date of.
  - 7.17 Without prejudice to the generality of the foregoing provisions not use or permit the Vehicle to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to the law, having regard in particular to the regulations affecting maintenance and usage tyres.
8. Insurance
  - 8.1 The Hirer will throughout the continuance in force of this Agreement without prejudice to the liability of the Hirer to the Lessor keep the Vehicle (including any replacement Vehicle provided under Clause 6.6 above) insured with an insurance company of good repute or with Lloyd's Underwriters against loss or damage from all risks including third party risks). The Hirer shall notify its insurers that the Vehicle is on hire from the Lessor and request the insurers to endorse a note of such interest on the policy or in the event of the premium receipts and Insurance Certificate and shall not use or allow the Vehicle to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated.
9. General Liability
  - 9.1 The Hirer shall be solely responsible for and hold the Lessor fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Lessor as a result of any accident involving the Vehicle (other than death or personal injury resulting from the negligence of the Lessor, its employees or agents).
  - 9.2 The Lessor does not hire the Vehicle subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose or age of the vehicle and conditions and warranties are hereby expressly included in so far as permitted by statute and (save for the Lessor's liability for death or personal injury caused by the negligence of the Lessor, its employees or agents) the Lessor will not be responsible for any liability claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use.
  - 9.3 The Hirer shall be solely responsible for and hold the Lessor fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Lessor as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Agreement.
  - 9.4 The Lessor shall not be liable for loss of or damage to any property stored or transported in or on the Vehicle, nor shall the Lessor accept responsibility for any property left in or on the Vehicle when it is returned to the Lessor's possession and the Hirer shall hold the Lessor fully indemnified against any claims relating to such property.
10. Excess Kilometre/mileage charge (where applicable)
  - 10.1 In the event that any vehicle is driven in excess of the annual Kilometre/mileage limit (if any) shown overleaf on this Agreement the Hirer shall pay to the Lessor the additional charge per Kilometre/mileage shown in respect of such Vehicle, such payment to be made within 7 days after demand.
  - 10.2 Any kilometers/miles covered by a replacement Vehicle at any time used in place of any Vehicle the subject of this Agreement shall be added to the total of kilometers/miles covered by the replacement Vehicle for the purpose of the calculation of the excess kilometer/mileage charge.
  - 10.3 The Hirer shall on each anniversary of the commencement of hire supply to the Lessor written details of the then correct odometer reading for the Vehicle. The Lessor reserves the right to inspect the Vehicle from time to time to time to time to verify such readings.
  - 10.4 In the event that the odometer on any Vehicle ceases to function properly or if the Lessors or the manufacturers seal on the odometer of any Vehicle is or has been interfered with the Lessor shall be entitled to estimate the kilometers/miles covered by that Vehicle for the period during which the odometer shall have failed to function or in the event of any interference as aforesaid
11. Ownership
  - 11.1 The vehicle shall at all times remain the property of the Lessor (or any party for whom the Lessor maybe acting as agent) and the Hirer shall have no rights to the Vehicle other than as Hirer and the Hirers shall not do or permit or cause to be done any matter or thing whereby the Vehicle or the Lessor (or any party for whom the Lessor maybe acting as agent) in respect of the vehicle are or may be prejudicially affected.
12. Termination
  - 12.1 The Hirer shall fail to pay any Rental or other sum payable under this Agreement (or under any other agreement between the Lessor, any subsidiary of the Lessor, any holding company of the Lessor, or any other subsidiary of any such holding company and the Hirer) within 14 days of it becoming due (whether demanded or not) or shall commit a breach of the other terms and conditions whether express or implied of this Agreement (or of the terms and conditions of any such agreement as aforesaid) or shall do, allow to be done any act or thing which in the opinion of the Lessor may jeopardize the Lessor's rights in the Vehicle or any part thereof, then in each and every such case the Hirer shall be deemed to have repudiated this Agreement and the Lessor may thereupon or at any time within 3 months thereafter by notice in writing to the Hirer for all purposes forthwith terminate the Hiring constituted by this Agreement.
  - 12.2 If any of the following events shall occur, namely
    - 12.2.1 if any distress, execution or other legal process shall be levied on or against the Vehicle or any part thereof or against any premises where the same may be or against any of the Hirer's goods or other property, or the Hirer shall permit any judgment against it to remain unsatisfied for 7 days; or
    - 12.2.2 if the Hirer, being an individual, shall die, shall suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order; or
    - 12.2.3 if the Hirer, being a body corporate, shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertaking or assets appointed, or shall suffer the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act 1986, or shall be deemed by virtue of section 518 of Companies Act 1985 to be unable to pay its debts, then in each and every such case the constituted by this Agreement shall ipso facto and without notice terminate a no payment subsequently accepted by the Lessor without knowledge of such termination shall in any way prejudice or affect the operation of this Clause.
  - 12.3 If the Lessor shall at any time commit a material breach of any other terms and conditions whether express or implied of this Agreement then (provided the Hirer is not itself also in breach) by notice i.e. writing to the Lessor for all purposes forthwith terminate the Hirer constituted by this Agreement.
  - 12.4 The Hirer shall upon any termination under Clauses 12.1 or 12.2 pay to the Lessor:
    - 12.4.1 all arrears of Rental then due and all other sums accrued due and unpaid at the termination, together with interest thereon payable under Clause 7.1 thereof; and
    - 12.4.2 the cost of all repairs required as at the date of termination (other than those for which the Lessor has assumed responsibility under Clause 6.3 above); and
    - 12.4.3 compensation for the loss suffered by the Lessor as a result of such termination, such loss being determined by the Lessor having regard to all relevant circumstances; and
    - 12.4.4 any other sums which are or become due to the Lessor to which the Lessor is entitled by way of damages, the termination of the hire constituted by the Agreement shall not affect any rights of the Lessor or liabilities of the Hirer subsisting at the date of termination.
  - 12.5 On termination of the Hire however or whenever occasioned or on Expiry of the Hire Period, the Hirer shall no longer be in possession of the Vehicle with the Lessors consent and shall (unless otherwise agreed with the Lessor) forthwith return the Vehicle (including the Vehicles spare wheel, types, tools, handbook and service vouchers and accessories where fitted) to the Lessor at the Lessor's depot specified overleaf or such other address as the Lessor may direct in good order and in good working condition and at the Hirer's expense and risk without prejudice to the Hirer's obligation to write hereunder the Lessor or its authorized representatives may at any time after such termination or expiry of Hire Period without notice retake possession of the Vehicle and for such purposes enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for all costs, charges and expenses so incurred in retaking possession of the Vehicle as aforesaid the Hirer shall also bear the reasonable costs incurred by the Lessor at any time in ascertaining the whereabouts Vehicle and/or the Hirer.
13. Continuation Payment
  - 13.1 Without prejudice to the provisions of Clause 12.5 above, as from the due Expiration of the Hire Period until such time as the Vehicle shall have been returned, the Hirer will pay by way of recompense for the continued use of the Vehicle a monthly sum (payable in arrears) at the same rate as the Rental payments at previously due in respect thereof.
  - 13.2 This Clause shall not confer upon the Hirer any rights to the continued use or possession of the Vehicle.
14. Lessors Intervention
  - 14.1 If the Hirer fails to comply with or commits a breach of any Provision of this Agreement, the Lessor may without in any way being obliged to do so or responsible for so doing and without prejudice to the ability of the Lessor to treat that non-compliance as an event entitling it to terminate this Agreement under Clause 12 above effect compliance on behalf of the Hirer whereupon the Hirer will be liable to pay immediately any sums expended by the Lessor together with all costs and expenses including legal costs in connection therewith.
15. Force Majeure
  - 15.1 Although the Lessor will use all reasonable endeavours to discharge its Obligations under this Agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.
16. Forbearance
  - 16.1 No forbearance indulgence or relaxation on the part of the Lessor shown or granted to the Hirer in respect of any of the provisions of this Agreement shall in anyway affect diminish restrict or prejudice the rights or powers of the Lessor under this Agreement or operate as or be deemed to be a waiver of any breach by the Hirer of the terms and conditions of this Agreement.
17. Concurrent Remedies
  - 17.1 No right or remedy herein conferred upon or reserved to the Lessor is exclusive of any other right or remedy herein or by law or by equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.
18. Notices
  - 18.1 Any notice hereunder shall be in writing and may be served by sending it by facsimile or pre-paid first class letter post or delivery (in the case of a limited company) to the address stated herein or in any other case to the last known address of the addressee in proving service of any notice it shall be sufficient to prove in the case of facsimile that the addressee's facsimile number appeared on the senders facsimile machines daily activity report and in the case of posting that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective from the date of such delivery.
19. Construction and interpretation
  - 19.1 Where there are two or more parties to this Agreement as Hirer their liability hereunder shall be joint and several.
  - 19.2 In this Agreement and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural (vice versa).
  - 19.3 Where ever the word "Vehicle" appears in this Agreement the same shall mean any type of vehicle, trailer or refrigerated trailer and shall be deemed to include therewith component parts and any accessories and ancillary equipment supplied.
20. Governing Law
  - 20.1 This Agreement shall be governed by and construed in accordance with the Law of England the Hirer irrevocably submits to the non-exclusive jurisdiction of the English Courts.