

## Hire Terms and Conditions

Under this Agreement, we offer the following vehicle rental Terms. Please consider them and if you decide it is necessary, take legal advice. We invite you to make any changes to these Terms so we can then decide whether to proceed with this transaction or withdraw.

You must include anything significant that has been said, written by us or on our behalf that has influenced you to enter this Agreement. If it is not included in writing and either signed or initialled by us, then it is not part of this Agreement and you accept that this Agreement is the entire basis of our transaction.

Anything said or written by you or us that you wish to be added to this Agreement or deleted from it must be brought to our attention and we both must sign it before it is accepted.

You agree that if you are NOT a limited company as defined by the Companies Act 2006, this rental agreement is for a maximum allowable period of 90 days from the Agreement start date and will automatically end on expiry of that 90 day allowable period whereupon you must return the vehicle to us or make it available for collection by us.

Please note that if you want to vary any of these Terms after this transaction is concluded by delivery of the vehicle, only our Operations Manager or Operations Director have our authority to agree the variations. For clarity, this can only be by written variation signed by us both. You must find out whether you need a vehicle Operator's Licence. If you do, our vehicle or vehicles must be included on it and you will not transfer the vehicle to any agent who does not hold an appropriate Operator's Licence.

You will demonstrate to us that you have the required margin to add vehicles to your existing Operator's licence. You can only operate the vehicle from the address specified on this Agreement or from an address you have identified in writing. You must ask for our written consent and have it before moving the vehicle to a different address.

If you are hiring the vehicle from us to in turn hire it to a customer of yours, i.e., you are "cross hiring" the vehicle, you agree that the terms of hire between us and you are solely determined by this Agreement and in doing so accept that the terms of hire you and your customer agree have no bearing whatsoever on this Agreement.

You must return the vehicle intact along with all the items listed in the representational sketch and inventory check out/check in sheet that you or your company's representative signed when you accepted the vehicle. Any damage we find which is not recorded on the representational sketch which is not fair wear and tear will be your responsibility and you will have to pay us to put it right. Similarly, you will have to pay us for any items missing from the inventory.

When you or your company's representative accept delivery of or collect the vehicle, the amount of fuel will be recorded on the representational sketch and inventory check out/check in sheet. You agree to pay us for any fuel used if you have not refuelled the vehicle to the same point on the gauge.

You will return the vehicle to us clean and clear of all your goods. If anything is left in the vehicle then we have your permission to dispose of it and you will pay us the costs of disposal. If a third party's property is left in the vehicle then you agree to indemnify us if we dispose of their goods and they make a claim for wrongful disposal. You will pay all costs of cleaning the vehicle internally, externally and, if necessary, mechanically.

You agree that return of the vehicle is only achieved by either us being handed the keys to the vehicle whilst our office is open and when our staff are available to inspect it, or by handing the keys to our authorised representative, if we have volunteered to collect the vehicle from you. As you are not precluded from returning the vehicle, if we volunteer to collect it, you agree that we may do so at our convenience and that during the intervening period whilst the vehicle is at your or another's premises "off Hire" this does not end your responsibility to insure it. From when you take delivery you will insure the vehicle. Your insurance must continue from when the vehicle leaves our depot or is signed for by you or your representative, in the event that we are delivering the vehicle to your premises until the vehicle is returned to us or collected by us or our appointed representative.

If we insist, the vehicle must be returned by you immediately. If we do insist on having it returned, you will be refunded any primary payments already made.

Reasons for demanding that the vehicle be returned which are imperative and to which you must respond immediately are a manufacturer's recommended service, manufacturer's recall or Ministry of Transport test. You agree that you will return the vehicle to our or our agent's premises as directed by us.

If we ask, you will tell us the vehicle's current recorded mileage and, if applicable, refrigeration unit hours. You accept and undertake to use your best endeavours:

- to ensure that the vehicle will not be used for the carrying or passengers.
- to ensure the vehicle is not altered in any way without our written agreement.
- to make certain that you and your drivers never use the vehicle to propel or tow any other vehicle or in any circumstances to use it as a recovery vehicle.
- not to race, pace make or conduct any reliability trials, speed testing or driving tuition.
- not to overload the vehicle with either passengers or freight and that you will not exceed the individual axle plate weights.
- not to permit anybody to drive the vehicle who does not hold a valid driving licence or valid insurance for the class of vehicle in question.
- not to take the vehicle outside England, Scotland or Wales without our written consent and the appropriate Insurance being in place.

- to lock the vehicle and secure its keys from theft and park it in a safe location.
- to check the tyres, wheel nuts, refrigeration unit, door seals, oil levels, coolant levels, windscreen and headlight washers and fuel daily or more often than that if it is envisaged the vehicle will be used for a long journey.
- to ensure that the vehicle is not unnecessarily exposed to frost, freezing conditions, floods or severe storms, which will include gale force winds. You accept if the vehicle is unusable due to frozen fuel, coolant or air lines that you will be responsible for not using it until conditions have improved and if any damage is caused by any of these occurrences it will be paid for by you.
- to replace any bulbs that become defective whilst the vehicle is on hire to you.

You agree to ensure that you and your drivers are entirely familiar with the type of vehicle you rent. This familiarity will include how to operate the vehicle and how to be aware of anything that may indicate electrical, mechanical, structural, tyre or refrigeration problems. If you have any suspicion that there is a problem with the vehicle then you must cease to use it and inform us immediately of the problem.

It is your responsibility to ensure that the refrigeration unit is set to the required temperature for the purpose for which you require the vehicle. You agree that you will not hold us responsible for any loss that results from the refrigeration unit not being set to the correct temperature.

If you call us out on an emergency basis to recover or repair or investigate a fault on the vehicle, then you agree if you do not wait for an attendance, you will pay the costs of our call out and for all damages caused to the vehicle by using it after a problem was suspected.

You accept that you will insure the vehicle on a fully comprehensive basis to the amount we will lose. Please note that you must insure to the value specified on the front of this form. This is not the same value as will necessarily be paid by your insurers. They are only going to pay what they regard as the market value of the vehicle. Our value is the depreciated value by reference to our accounts or, if greater, the amount we owe a bank or finance company for funding the acquisition or leasing of the vehicle. Please consult your insurance brokers or insurers to obtain gap insurance on the vehicle.

If the vehicle is damaged or stolen, until you or your insurance company has paid us, you will be responsible for payment of the rent on the vehicle as we will be unable to use it or repay the money owed or expended on its acquisition.

You will transfer to us, if the vehicle is involved in an accident, is stolen or subject to any damage or loss, all right of recovery to achieve a realisation in respect of the collision costs, theft or any other loss or damage. This will include a transfer of the right to go directly to your Insurers for payment. If we implement a transfer of right to recovery, then we will be responsible for any costs incurred and indemnify you against any claim for those costs.

From when you take delivery you will insure the vehicle. Your insurance must continue from when the vehicle leaves our depot until the vehicle is returned to

us, which is achieved either by us being handed the keys to the vehicle whilst our office is open and when our staff are available to inspect it or by handing the keys to our authorised representative if we have agreed to collect the vehicle from you. The fact that the vehicle is at your or another's premises "off hire" does not end your responsibility to insure it.

You accept that you must make no changes in the terms of your insurance without our written approval. If your insurance company tries to alter your terms of insurance, then you must let us know immediately and cease to use the vehicle whilst we make a decision as to whether the changes are acceptable. You authorise us to contact your Insurance brokers or company to verify and investigate any policy restrictions that could adversely affect our insurance position or recovery of the value of the vehicle we have specified.

Without interfering with your insurer's requirements, you give us the right to nominate the repairer for the vehicle if your insurance company has not dealt with the repair and we can do this without restriction after 14 days. You will pay us for the cost of the repair and then seek an indemnity from your Insurers. If necessary, we may on your behalf submit a claim form directly to your Insurers if you have not done so within 3 days of the incident.

Until we are paid for the repairs or the vehicle's value, you agree to pay continued weekly rent on the vehicle.

You will pay us for the damage to the vehicle as estimated by our repairers. Once we have obtained a repair estimate it is you agree, then our choice as to whether we accept the damage and continue to use the vehicle or have the damage repaired.

You agree to indemnify us against any liability for death injury or damage caused by your use of the vehicle. We are not restricting your or anybody else's claim for death or injury if it is our fault.

You agree and accept that we do not design or manufacture vehicles or any components included or added to the vehicle. You accept that we are not liable for the loss of perishable goods and your failure (as a consequence of the vehicles or fridge units breakdown) to deliver goods.

We strongly recommend that you take out insurance to cover the loss of perishable goods and any consequential loss resulting from the failure of the vehicle or equipment fitted to it.

You will pay;

- the vehicle rental, the cost of repairing any damage, the cost of replacing any damaged or missing parts and related labour costs which we incur on or after the vehicle's return.
- an additional mileage charge if the mileage is restricted overleaf, this mileage will include delivery and collection from or to our depot even if we do the driving.

- any additional calibrated charges in respect of the use of the refrigeration unit over and above those specified in the agreement. fines, court costs for parking, traffic or moving traffic offences incurred in relation to the vehicle by you or your drivers. You will have to pay an administration charge if we have to deal with statutory bodies in relation to such matters.
- any damage occasioned by collision, vandalism or mechanical or electrical damage and you undertake to use the vehicle as if it were your own with the capital asset value being yours to be preserved.
- any Value Added Tax or other local taxes, tariffs or tolls payable in respect of the use of the vehicle.
- replacement fuel.

All payments, as a matter of essence must be made on the dates specified in the Agreement. If you fail to make one payment then any credit that we have extended to you is, you agree, ended. If we have to spend time telephoning or writing to you because you have not paid our invoices on the dates specified in the Agreement, you may have to pay an administration charge.

If any local or statutory authority impounds the vehicle whilst it is on hire to you, you will pay the rent and indemnify us against the actual and administrative costs of recovery.

The vehicle is on hire, and therefore rental is charged, from the date specified on the front of this Agreement until such time as the vehicle's off hire is notified by you and acknowledged by us.

Rental charges apply whether the vehicle is being driven or not. This includes public holidays and weekends.

We reduce our rates for longer periods of hire, you agree to pay for the unexpired period of the hire term if you return the vehicle earlier than the originally agreed hire term.

To assist in dispute resolution, you agree to put in writing anything you dispute during the currency of this Agreement as it arises and anything after the return of the vehicle immediately you identify it.

If you suffer the unfortunate situation of being in any way regarded as insolvent as envisaged by the entire applicable provisions of the Insolvency Act 1986, then you must volunteer to give us the vehicle back. If you come to any arrangement with your creditors, either to reduce the amount you pay them or to extend the period of credit to allow you to make payment in full, then you must volunteer to return the vehicle to us immediately.

This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.