



TERMS AND CONDITIONS

MC TRUCK RENTAL LTD CONTRACT HIRE

The terms set out below should be read in conjunction with the terms contained in this Agreement. The paragraph headings are for convenience only and are not to be used to construe the contents of the paragraph to which they refer.

1. Definitions

In this Agreement unless otherwise stated:

- (a) "Schedule" shall mean the Schedule set out on the previous pages.
- (b) "Vehicle(s)" shall mean the Vehicle(s) described in the Schedule and shall include replacements of the Vehicle(s) provided with the express consent of the Owner and all or any replacements of component parts, additions and accessories in any fixed to the Vehicle(s) during this Agreement.
- (c) "Rental" or "Rentals" shall include the Initial Rental and/or subsequent Rentals.
- (d) Except where the context otherwise requires, singular words shall include the plural and vice versa and the masculine shall include the feminine and neuter. If the Hirer is two or more persons their liability shall be joint and several.

2. Period of Hire

The Hiring shall begin on the date specified in the Schedule and unless determined as hereinafter provided shall continue for the period of Hire specified in the Schedule.

3. Rental Payments

- (a) The Hirer will pay to the Owner on or before the signing hereof the Initial Rental shown in the Schedule and will pay promptly and without demand to the Owner on the date specified for payment in the Schedule the Rentals shown in the Schedule. Time of payment shall be of the essence as regards all payments to be made under this Agreement.
- (b) The Hirer agrees not to exceed the Annual Mileage referred to in the Schedule in respect of a Vehicle. If the Annual Mileage Allowance is exceeded in respect of a Vehicle the Hirer shall pay the Excess Mileage Charge referred to in the Schedule within seven days of being invoiced for the same by the Owner on the expiry of each 12 month period during the period of Hire and on the termination of the period of Hire. On earlier termination of the Hire Period the Annual Mileage Allowance will be reduced pro rata according to the number of completed months of the hire period and the Excess Mileage Charge will be calculated accordingly.
- (c) The amount of any increase in the operating costs of the Owner due to inflation shall be reflected in the amount of the Rentals payable to MC Truck Rental Ltd by the Hirer, which Rentals shall be increased accordingly. Each contract shall be reviewed annually, with the revised rate taking effect on the anniversary of the commencement of the contract. Such Increase in the amount of the Rentals shall be based on the movement of RPI for category CZEA (Maintenance of Motor Vehicles) provided by the Office for National Statistics (Government Department). The revised rate shall be calculated by reference to the most recent published RPI data at the time of the contract review. The percentage increase (if any) reflected in the Index movement shall be modified by a Rental inflation 50% of the rental monthly charge unless otherwise specified in the Schedule. MC Truck Rental Ltd will write to the Hirer to confirm the revised rental at the start of the 11th month following the commencement of the contract, and annually thereafter. In the event that RPI for category CZEA should fall to below 0% at any point during the term of the contract, rental payments shall not be reduced between contract reviews, or at an annual review.
- (d) Each Rental and other payment due must reach the Owner at its address stated in the Schedule or at such other address as it may nominate or must reach the Owner's bankers where the payments are to be made by Direct Debit on the due date and will be at the risk of the Hirer until received. The Hirer shall make all payments due to the Owner direct to it or its Bankers. No third party is authorised to accept payments for or on behalf of the Owner.
- (e) If any payment is not paid on or before the date specified in a Notice of Default served upon the Hirer he shall be deemed to have repudiated this Agreement.
- (f) The Hirer shall pay the Owner interest on any overdue rental or other sum due to the Owner under this Agreement at the rate of 2% per month from the due date until the date of payment and such interest will run both before and after any judgement.
- (g) The Hirer shall repay to the Owner upon demand all costs charges and expenses incurred by reason of any breach of this Agreement by the Hirer including expenses properly incurred by the Owner in connection with collection of Payments in arrears. Such sum shall also include the cost of ascertaining the location of the Hirer and of the Vehicle(s) and recovering possession thereof.
- (h) All Rentals shall be paid free and clear of any taxes, deductions or withholdings of any nature, or grossed up if the same are required by law, to leave the Owner with the same net payment.
- (i) The Hirer shall not set off any amounts due under this Agreement against any amounts owing by the Owner.

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- (j) The Hirer shall be liable to pay all Rentals in respect of the Vehicle(s) notwithstanding any loss or damage to the Vehicle(s) rendering them unfit for use.
- (k) The Rentals have also been calculated inter alia on the following assumptions:
 - (i) That the expenditure incurred in acquiring the Vehicle(s) qualifies for writing down allowances at the same rate as they apply at the date of this Agreement on a reducing balance basis.
 - (ii) That the rate of Corporation Tax applicable during each accounting period of the Owner during the term of this Hire Agreement will remain at the rate paid by the Owner current at the date of this Agreement.
 - (iii) That the Owner will not suffer a balancing charge (or any charge analogous thereto) and will not otherwise lose the benefit of writing down allowances at any time by virtue of the Vehicle(s) ceasing to be used by the Hirer for a qualifying purpose (as defined for the purposes of legislation relating to Capital Allowances) at any time during the term of Hire and
 - (iv) That the whole of the expenditure incurred by the Owner on the acquisition of the Vehicle(s) will fall to be treated as qualifying expenditure of the Owner for the purposes of section 11 of the Capital Allowances Act 2001 as amended for the accounting period of the Owner in which the expenditure was incurred and
 - (v) That the Law practised in the United Kingdom relating to taxation as it affects the Owner and the nature, rate and method of application of taxation will not change from that which applies at the date of this Agreement.

In the event that any such assumptions is/are incorrect and if in consequence thereof the Owners net after tax rate of return from the purchase of the Vehicle(s) and their hiring hereunder shall reduce the Owner shall adjust the Rental by such sum or sums as are in the bona fide opinion of the Owner necessary to ensure that the Owner's net after tax rate of return is restored to what it would have been had such assumption proved to be correct. Any such adjustment shall also operate retrospectively in relation to any change in assumptions occurring after this Hire Agreement has ended or after the Period of Hire, insofar as it affects the Owner's net after tax return in respect of the Hiring of the Vehicle(s). Any adjustment shall be calculated from the date that any change referred to in this sub-paragraph becomes effective and shall first apply as soon as is reasonably practicable to the then outstanding payments of Rentals for the duration of the term of this Hire and any retrospective adjustments of Rentals which have already been paid shall be notified to the Hirer as soon as is reasonably practicable and the difference shall be paid by the Hirer forthwith. Save in the case of manifest error the Owner's calculation of any adjustment shall be final and binding on the Hirer. If the Vehicle(s) shall not in fact be owned by the Owner, then the references in sub-paragraph (i), (ii), (iii), (iv) and (v) above to "the Owner" shall where the context so requires be construed as references to the Owner of the Vehicle(s) for the time being.

4. Outgoings

- (a) The Hirer shall punctually pay all rents rate and taxes and outgoings in connection with any premises in or upon which the Vehicle(s) may for the time being kept and if required to do so shall produce to the Owner receipts for such payments.
- (b) The Hirer shall punctually pay all licence duties, fees and registration charges payable in respect of the Vehicle(s) and, if any such liability shall be discharged by the Owner, shall repay the same to the Owner on demand save that where the Schedule so provides that the annual Vehicle(s) licence fee is included in the Rentals the Owner shall reimburse the Hirer with the cost of the annual Vehicle licence during the Period of Hire up to the maximum sum specified in the Schedule and should the said licence fee be reduced below that sum or removed the Rentals shall be reduced by a corresponding amount.

5. Selection Delivery and Risk

- (a) The Hirer shall be responsible for arranging in conjunction with the supplier of the Vehicle(s) delivery thereof. The Owner shall not be liable to the Hirer for any delay in delivery to the Hirer of the Vehicle(s).
- (b) Upon delivery the Hirer shall inspect the Vehicle(s) and shall thereafter sign and deliver to the Owner a Certificate of Acceptance in such form as the Owner may from time to time require. If the Hirer fails to give written notice of any defect or shortage or other objection relating to the Vehicle(s) within three days after delivery thereof (or in the case of staggered deliveries), of the due date for delivery of each Vehicle it shall be presumed as between the Owner and the Hirer that the Vehicle(s) is/are complete, is/are in good working order and condition and is/are satisfactory to the Hirer in all respects.
- (c) All risk of loss or damage to the Vehicle(s) shall as between the Owner and the Hirer pass to the Hirer when such risk passes from the supplier of the Vehicle(s).

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6. Insurance

- (a) The Hirer shall keep the Vehicle(s) insured with the insurers whose details have been given to the Owner or other insurers of repute approved by the Owner under a policy with comprehensive cover for the full replacement value of the Vehicle(s).
- (b) The Insurance cover shall not be subject to excess unless the Owner otherwise agrees (in which event the Hirer agrees to indemnify the Owner against the Uninsured portion of any loss or claim).
- (c) The Hirer shall notify the insurers that the Vehicle(s) are the property of the Owner and request the insurers to endorse the policy with a memorandum of the Owner's interest and will whenever so required by the Owner produce to it the policy the premium receipts and the Certificate of Insurance.
- (d) The Owner reserves the right to insure the Vehicle(s) itself on written notice to the Hirer and in such case the Hirer shall repay to the Owner on demand all premiums paid by it.
- (e) The Hirer shall promptly notify the Owner in writing of any claim, which the insurers propose to settle on either cash in lieu of repairs or a total loss basis, and the Hirer shall procure that the payment of any monies payable by the insurers under the policy shall be made direct to the Owner. If the vehicle is a total loss then the Hirer shall be liable to pay to the Owner a sum calculated in accordance with clause 12B, but until payment the Hirer shall continue to pay the Rentals. If monies paid to the Owner are insufficient to discharge the Hirer's liability hereunder he shall be obliged to pay to the Owner the amount of any shortfall. If the Owner receives any surplus monies they shall be paid to the Hirer.
- (f) The Hirer shall indemnify the Owner against all loss of and damage to the Vehicle(s) which is not recoverable under the above-mentioned insurance.

7. Use

- (a) The Hirer shall permit the Owner to inspect the Vehicle(s) and to enter any premises owned or occupied by the Hirer for that purpose. The Hirer shall promptly inform the Owner in writing of any change in his address or in the address, if different, at which the Vehicle(s) are habitually kept.
- (b) The Hirer shall comply with all laws from time to time in force relating to the use and operation of the Vehicle(s) and shall take such steps as may from time to time be necessary or prudent to insure so far as reasonably practicable that the Vehicle(s) will be safe and without risk to health when properly used.
- (c) The Hirer shall not make any alterations, modifications or additions to the detriment of the Vehicle(s).

8. Prohibitions

- (a) The Hirer shall not take the Vehicle(s) or allow them to be taken outside of the United Kingdom without prior written consent of the Owner and then only in accordance with the conditions of any such consent.
- (b) The Hirer shall not use the Vehicle(s) or cause or permit the Vehicle(s) to be used illegally or improperly or for any purpose that outside the limitations as to use contained in any applicable policy of insurance or for any purpose for which they are not designed or reasonably suitable.
- (c) The Hirer shall not remove, change or interfere with any nameplate, identification number, trademark or other identification mark upon the Vehicle(s) or any part thereof.
- (d) The Hirer shall not sell, let or otherwise dispose of or part with possession or control of the Vehicle(s), or charge or encumber the Vehicle(s) or attempt or purport to do any of the foregoing or suffer any lien or landlords hypothec to arise or remain upon the Vehicle(s), pledge the credit of the Owner for any purpose or assign or charge or attempt to assign or charge the benefit of this Agreement.

9. Responsibilities of the Hirer

The Hirer shall:

- (a) Meet the cost of complying with any legal requirement relating to the Vehicle(s) imposed after the date of this Agreement.
- (b) Unless otherwise specified herein supply all load retention and/or other equipment required in connection with the Vehicle(s) but with any change or modification to the Vehicle(s) being made only with the Owner's prior written consent.
- (c) Take the Vehicle(s) for servicing as recommended by the manufacturer of the Vehicle(s) and, subject to the provisions of paragraph 9(k), shall have the Vehicle(s) serviced or repaired at the Approved Dealership referred to in the Schedule unless otherwise agreed by the Owner in writing.
- (d) Ensure at its own expense that regular checks are made of all oils, water and electrolyte levels and that such levels are correctly maintained using material approved by the Owner.
- (e) Maintain the correct air pressure in all tyres to prevent damage thereto and shall comply in all respects with any Act, order or regulation affecting the use or condition of such tyres.
- (f) Ensure that punctures are repaired at its own expense.

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- (g) Ensure that the Vehicle(s) is/are kept in a clean and tidy condition and maintained in accordance with the service instructions provided by the Owner on delivery of the Vehicle(s) and shall also ensure that all repairs are carried out under the Owner's authority.
- (h) Clean the Vehicle(s) to preserve coachwork and upholstery.
- (i) Forthwith meet the cost of repairing all damage suffered during the Hire Period, other than as a result of fair wear and tear, and shall ensure that all damage, including damage to coachwork is repaired promptly.
- (j) Ensure that no components of the Vehicle(s) including, without prejudice to the generality of the foregoing, tyres, batteries and ancillary equipment are removed or exchanged except in the course of normal service repair or replacement as authorised by the Owner.
- (k) Comply with the Owner's directions regarding emergency repair.
- (l) Ensure that the Vehicle(s) is/are operated safely and legally in accordance with any legislation affecting the use condition or operation of the Vehicle(s) including, but not limited to, any 'O' Licence and VOSA requirements.
- (m) Inform the Owner in writing within seven days of the end of each month of the Hire Period of the Vehicle(s) tachograph mileage reading. The Hirer shall inform the Owner of any fault, defect, or breakdown of the tachograph and take all reasonable steps to avoid using the Vehicle(s) with a defective or non-functioning tachograph. If such use cannot be avoided the Hirer will keep proper records of the mileage travelled and supply to the Owner details of such mileage when required. If the Hirer fails to keep such records the Owner will be entitled to estimate the mileage travelled by the Vehicle(s) during the period when such records are not kept. Such estimate will be binding on the Hirer who will if appropriate pay the said Excess Mileage Charge on the basis of such estimate.
 - (n) Indemnify the Owner and keep the Owner indemnified against all demands claims liabilities losses and expenses whatsoever, directly or indirectly, arising out of the seizure or other similar action of the Vehicle (s) by H M Customs and Excise or other competent authority during the period of Hire for any reason (including, but without limitation, any losses suffered by the Owner arising from the failure by HM Customs and Excise or said competent authority to return the Vehicle(s) to the Owner or for the delay in returning the Vehicle(s).
- (o) Indemnify the Owner and keep the Owner indemnified in relation to the cost or expense of any fine or penalty levied on the Owner as a result of the Hirer's failure to pay any road toll or congestion charge incurred during the period of Hire.

10. Conditions

The responsibilities of the Hirer contained in paragraphs 3 to 9 of this Agreement shall be regarded as conditions.

11. Owners Responsibilities

- (a) Subject to clause (b) below and the Hirer complying with its responsibilities pursuant to paragraph 9 hereof the Owner shall be responsible for:
 - (i) The cost of servicing the Vehicle(s) in accordance with the manufacturer's recommendations and carrying out such repairs or replacements as are required due to the Vehicles proper use so as to return the Vehicle(s) to good order and running condition during the Hire Period such servicing or repair to be undertaken at the Approved Distributorship referred to in the Schedule.
 - (ii) Maintaining on behalf of the Hirer records of safety inspection and vehicle maintenance which will be produced on demand for the Department of Transport Examiners and made available, on request, for inspection by the Hirer.
 - (iii) The cost of all replacement tyres necessary as a result of fair wear and tear or faulty manufacture but only where the Schedule states such cost is included in the Rental.
 - (iv) The supply of a replacement Vehicle, where the Schedule states that the Rental includes such replacement, in circumstances where the Hirer has been unable to use the Vehicle for a period of at least 24 hours due to mechanical failure. The Owner will use its best endeavours to supply a replacement Vehicle within 24 hours from the time that the mechanical failure is notified to the Owner and to supply a replacement Vehicle(s) of similar, but not necessarily identical specification to the Vehicle which has suffered mechanical failure. In the event that the Owner fails to provide a replacement Vehicle the Owner shall pay the Hirer the sum of £100.00 for each complete 24 hour period (commencing 24 hours from the time that the mechanical failure is notified to the Owner) until a replacement Vehicle is provided or the Vehicle is fit for use again.
- (b) The Owner shall not be responsible for: -
 - (i) The cost of any replacement part or tyre, or any repair or maintenance carried out to the Vehicle(s) which is necessary because of misuse of the Vehicle(s) (including but not limited to any use of the Vehicle(s) prohibited by this Agreement) or negligence by the Hirer or the Hirer's employees or agents.

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- (ii) The cost of repairing accident damage or replacing parts or tyres damaged by accident even where the Hirer is not responsible for the accident
- (iii) The cost of repairing or replacing windscreens or other glass, light lenses, bulbs and mirrors.
- (iv) The cost of repairing or replacing any accessories fitted by or at the request of the Hirer.
- (v) The cost of any repair or maintenance to the Vehicle(s) where such cost would be recoverable under the Policy of insurance which the Hirer is required to maintain pursuant to paragraph 6 hereof.
- (vi) The provision of a replacement Vehicle during any period where the Vehicle has been taken for routine servicing or its annual MOT inspection.
- (vii) The failure to provide any of the services referred to in paragraph 11(a) on account of any Act of God, consequence of war, insurrection, confiscation, requisition, order of any Government or Public or Local Authority, civil commotion, strike, lockout stoppage or restraint of labour from whatsoever cause whether partial or general, fire or any cause beyond the control of the Owner and the Owner shall not be liable to the Hirer for any such failure nor any consequential loss to the Hirer in these circumstances.

12. Termination and Acceleration

A Events of default

If any of the following events occur:

- (a) During the hiring the Hirer shall default in the punctual payment of any amount falling due under paragraph 3 (Rental Payments) above or
- (b) The Hirer commits any breach of the other terms and conditions of this Agreement express or implied or
- (c) The Hirer makes any proposal to the Hirer's creditors for, or enters into a voluntary arrangement or trust deed with the Hirer's creditors or a receiver is appointed over the whole or any part of the Hirer's assets or any secured creditor of the Hirer takes steps to enforce its security or
- (d) Where the Hirer is a limited company, any party takes any steps either in or out our courts for an administrator to be appointed in respect of the Hirer or a petition is presented for its winding up or the Hirer passes a resolution for winding up or an administrative receiver is appointed or
- (e) Where the Hirer is an individual, an interim order is made or a petition presented for his bankruptcy or, in Scotland, his sequestration or
- (f) Any distress is levied or threatened to be levied or any other mode of execution takes place upon any of the Hirer's property or any step is taken by any mortgagee to enforce his security against the Hirer, or in Scotland, a right of hypothec is exercised over the Hirer's property or the Hirer's assets are pointed or arrestments are used against the Hirer or
- (g) Where the Hirer is a partnership the partnership is dissolved or any of the events referred to in this paragraph 12A occur in relation to any of the partners or
- (h) The death of the Hirer or any person included in the Hirer or
- (i) False information has been given by the Hirer in connection with the making of this Agreement or
- (j) The Owner has bona fide reasons to believe that its right of property in the Vehicle(s) is in jeopardy or
- (k) If the Hirer shall cease or threaten to cease to carry on its business or shall transfer or dispose of all or (without the prior written consent of the Owner) a substantial part of the assets of the Hirer are appropriated by any governmental authority or
- (l) If the Hirer ceases to be at least a 51% owned subsidiary, whether directly or indirectly, of the parent company specified in the Schedule or
- (m) The Hirer is in breach of any of the terms or conditions of any other present or future hire, lease, hire purchase, conditional sale, credit sale or other agreement
Then the Owner shall be entitled to terminate this Agreement.
- (n) The seizure or other similar action of the Vehicle(s) by H M Customs and Excise or other competent authority for any reason during the period of the Hire shall cause an immediate termination of the hire without the need for notice.

B Effect of Termination

Upon termination of this Agreement by the Owner under paragraph 12A above or by repudiation by the Hirer which is accepted by the Owner, the Owner will be entitled to recover from the Hirer:

- (a) Any arrears of Rentals and other payments accrued as at the date of termination and interest thereon: and
- (b) Any expenses incurred by the Owner in tracing and/or recovering possession of the Vehicle(s) and in putting the Vehicle(s) in good repair and condition: and
- (c) Any Excess Mileage Charge payable under paragraph 3(b) above, and
- (d) The amount of the Owner's loss on the transaction which loss is hereby agreed as being all amounts which were (but for the termination) to have been payable under this Agreement after the point of termination to the

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end of the Hire Period had this Agreement and/or the hiring hereunder not been terminated or repudiated less the aggregate of

- (i) Such reasonable rebate of finance charges as the Owner shall allow
- (ii) Such rebate of Rentals attributable to the services remaining to be performed by the Owner at the date of termination pursuant to paragraph 12B hereof.

C. **Credit**

If this Agreement is terminated pursuant to paragraph 12A the Owner shall give credit against the amount due from the Hirer pursuant to sub-paragraph 12B (except insofar as such amount comprises arrears referred to in sub-paragraph 12B(a) or interest thereon) in respect of 25% of the new positive difference between the value of the Vehicle(s) at the time when the same are repossessed or recovered by the Owner and the estimated value which Vehicle(s) would have had at the end of the Hire Period had this Agreement and/or the hiring hereunder not been terminated or repudiated. In computing the amount of such difference the decision of the auditors of the Owner (acting as experts) shall in the absence of manifest error be conclusive and binding on the Owner and the Hirer. In assessing the value of the Vehicle(s) at the time when the Vehicle(s) is/are repossessed or recovered the auditors of the Owner shall be bound to treat as conclusive evidence thereof any net sum received by the Owner for the Vehicle(s) on an arm's length sale thereof (after deduction of all costs and expenses relating thereto). Notwithstanding the provisions of this sub-paragraph the amounts due to the Owner from the Hirer pursuant to paragraph 12B shall be due and payable forthwith on demand and if the above credit is not calculated until after payment of the said amount the Owner shall pay the amount of such credit to the Hirer within 7 days after the same shall have been calculated by the auditors of the Owner and notified to the Owner provided that the amount of such credit shall not exceed the amount paid to the Owner by the Hirer pursuant to sub-paragraph 12B.

13. Return of Vehicle(s)

- (a) Upon termination of this Agreement howsoever occasioned the Hirer shall forthwith return the Vehicle(s) to the Owner at such place as they Owner may in writing direct free from any major fault damage or defect and in such condition as is commensurate with fair wear and tear and the purpose for which originally supplied and with the tyres thereon conforming to legal requirements and with a minimum of 50% of the original tyre tread depth. In the event of repair or replacement being necessary in respect of tyres the cost thereof will be paid for by the Hirer unless the provisions of paragraph 11 here apply. In the event of dispute between the Owner and the Hirer in this regard either party may refer the dispute to an independent engineer acting as an expert whose decision will be final and binding upon the Owner and the Hirer. The Hirer shall also return the registration documents, Road Fund Licence and Ministry of Transport Test Certificate (where applicable). If the Hirer fails to return the Vehicle(s) the Owner shall be entitled to without notice repossess the Vehicle(s) and the Hirer irrevocably authorises the Owner its servants or agents for that purpose to enter into any premises owned or occupied by the Hirer.
- (b) Should the Hirer fail to return the Vehicle(s) on termination or expiry of this Agreement, the Owner may without prejudice to the Hirers obligations under this Agreement, continue to charge the Hirer rental in respect of the Vehicle(s) but at a rate equivalent to that which the Hirer would require to Pay to hire a truck of similar specification as the Vehicle on the spot hire market, such rental to continue to accrue until the return to the Owner of the Vehicle in the aforementioned specification and condition. The Hirer shall forthwith pay such charges against invoice.

14. Title to the Vehicle(s)

The Vehicle(s) shall at all times remain the property of the Owner and the Hirer shall not represent or hold himself out as or do or suffer anything whereby he may be reputed to be the Owner of the Vehicle(s) and any implied consent of the Owner is hereby expressly excluded.

15. Exclusion of Liability/Indemnity against Third Party Rights

NOTHING IN THIS PARAGRAPH 15 SHALL PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER

- (a) The Hirer acknowledges that the Owner is not an expert in the Vehicle(s) and confirms that the Hirer selected the Vehicle(s) in reliance upon his own skill and judgement. The Owner does not make or give any representation, stipulation or undertaking, express or implied by statute, common law or otherwise as to the condition, performance or quality of the Vehicle(s) or as to its/their correspondence with description or sample or as to its/their fitness for any or any particular purpose all of which are hereby excluded
- (b) The Owner is not the manufacturer of the Vehicle(s). However, it will use its best endeavours to extend to the Hirer the benefit of any guarantee condition or warranty which may have been given to the Owner by the manufacturer or vendor of the Vehicle(s) or otherwise implied in its favour. The benefit of any such manufacturer's or vendor's guarantee condition or warranty shall, however, only be extended so long as the

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Hirer is not default hereunder and upon the terms that the Hirer fully indemnifies the Owner against all costs, claims, damages and expenses incurred in connection with the enforcement thereof or the making of any claim thereunder.

- (c) The Hirer shall indemnify the Owner from the consequence of any claim by any third party arising from the state, condition, use or abuse of the Vehicle(s) or any damage or injury suffered as a result thereof and against any losses, costs or charges incurred by the Owner by reason of the Hirer's failure to comply with its obligations under this Agreement.

16. Authorisation by Hirer

The Hirer hereby irrevocably authorises the Owner:

- (a) To make such enquiries and obtain such information from third parties as the Owner shall deem necessary to enable the Owner to consider the Hirer's application for hiring facilities.
- (b) To disclose any information held by the Owner in relation to the Hirer or this Agreement to any credit reference agency or to any other person for the purpose of the Owner's business or in response to any enquiry including an enquiry as to the credit worthiness of the Hirer but subject to the provisions of the Data Protection Act 1998.
- (c) In signing this Agreement the Hirer asks the Owner to inform them of any other products or services available from time to time from the Owner or any of them or the Owner's Group of Companies or any of their associates and agrees that such information may be transmitted by post, e mail, fax or telephone but if by telephone only at reasonable times. The Hirer warrants that it has authority as agent for each of the directors of the Hirer to permit the Owner to carry out personal searches of the credit history of their directors at credit reference agencies and to refer to fraud prevention agencies in relation to each of their directors. This warranty shall be deemed repeated at each time any further application for credit relating to this agreement is made. The Owner may also, from time to time, make further such searches for the purpose of administration or enforcement of this Agreement.

17. Owners Right of Setoff

The Owner shall be entitled to set-off for transfer any liability credit or rebate due to the Hirer under this or any other present or future hire, lease, hire purchase, conditional sale, credit sale or other agreement made between the Owner and the Hirer in or towards satisfaction of any of the liabilities of the Hirer which are due and payable to the Owner under this or any other such agreement or in any other respect. In the event of termination of this Agreement pursuant to paragraph 12 above the Owner shall be entitled to terminate any other such agreement by notice in writing served on the Hirer.

18. Other Terms

- (a) The Owner may waive any default by the Hirer in the due performance of the Hirer's obligations under this Agreement provided that any such waiver shall not affect the Owner's right to any payment then in arrears and to interest thereon in accordance with paragraph 3 above and shall not disentitle the Owner to any remedies and damages that the Owner may have if the Hirer fails to make any subsequent payment on its due date or subsequently defaults hereunder.
- (b) No dealer broker or manufacturer through whom this transaction is negotiated has any power to make any representations or to give any warranty or condition on behalf of the Owner. No statement written or verbal by servants or agents of the Owner prior to the making of this Agreement shall vary its terms and conditions nor shall they be subsequently varied save a written document signed by the Owner's duly authorised representative.
- (c) The expiration or termination of this Agreement shall not relieve the Hirer of his obligations or the Owner of its rights hereunder and for the avoidance of doubt the obligations of the Hirer under paragraphs 3,12, 14 and 15(c) above shall survive termination of this Agreement.
- (d) For reasons connected with the funding of this Agreement ownership of the Vehicle(s) may be vested in a third party in which case all references to the Owner shall be deemed to be the Owner of the Vehicle(s) for the time being. No variation to the terms of this Agreement as discussed in clause 18(b) shall be valid without prior written consent of such Owner.
- (e) Any written communication from one party to the other may be served personally or by being left at or sent by ordinary post to the Hirer's last known address in the case of a communication to the Hirer and to Beddow Way, Forstal Road, Aylesford North, Maidstone, Kent, ME20 7BT in the case of a communication to the Owner. A communication sent by post (other than a remittance of money) shall be deemed to have been received 48 hours after posting.
- (f) This Agreement shall not come into force unless and until it has been signed on behalf of the Owner.
- (g) This Agreement shall be governed by the Laws of England and each party agrees to submit to the non-exclusive jurisdiction of the English courts.



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- (h) The Hirer's rights are personal and cannot be transferred. The Hirer shall not assign, transfer or make over the Agreement of any of its rights, obligations or liabilities thereunder or any part thereof.
- (i) The Owner shall be entitled to assign, transfer or otherwise dispose or charge to any person any of its rights and/or liabilities in the Agreement and in the Vehicle whether absolutely or by way of charge and whether in whole or in part.

I ACKNOWLEDGE THE ABOVE TERMS AND CONDITIONS

Signature _____

Name _____

On behalf of _____

I ACKNOWLEDGE THE ABOVE TERMS AND CONDITIONS

Signature _____

Name _____

On behalf of MC Truck Rental Ltd