

RENTAL AGREEMENT

1. In this Rental Agreement (which, for the avoidance of doubt, shall include the Front Sheet), the following terms shall have the meanings hereby respectively assigned to them:

"Business Day"	A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Commencement Time"	The date and time at which the hire of the Rental Product by the Lessee from the Lessor commences as confirmed in the Front Sheet.
"Employment Liabilities"	All liabilities, costs, claims, salaries, emoluments, expenses, wages, bonuses, notice pay, redundancy payments, commissions, Pay As You Earn and National Insurance Contributions, accrued holiday pay or other sums properly payable to any employee of either the Lessor or the Lessee.
"Force Majeure Event"	Any circumstance which is beyond the reasonable control and without the fault of either party and which prevents the performance of their obligations under this Rental Agreement.
"Front Sheet"	The front sheet to this Rental Agreement as signed and dated by or on behalf of the Lessee and the Lessor.
"Hargreaves Group"	Means the Lessor and its subsidiaries from time to time and the ultimate holding company (if any) of the Lessor and every other subsidiary of the same ultimate holding company (if any) from time to time (and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006).
"Lessee"	The person, company or other entity named as such in the Front Sheet which shall, when the context so admits, include the driver of the Rental Product.
"Lessor"	Hargreaves (UK) Services Limited (Company Number 03735251) whose registered office address is West Terrace, Esh Winning, Durham, DH7 9PT.
"Order"	The Lessee's Order for the hire of the Rental Product on the terms of this Rental Agreement.
"Personal Data"	has the same meaning as the term 'personal data' under the Data Protection Act 1998.
"Rental Charge"	The hire charge payable in respect of the hire of the Rental Product for the Rental Period calculated in accordance with either the Lessor's current tariff, the rate shown in the Front Sheet or such other rate as agreed between the parties.
"Rental Period"	The period from the Commencement Time until the Return Time.
"Return Time"	The date and time at which the hire of the Rental Product by the Lessee from the Lessor is due to terminate in accordance with the Front Sheet or is otherwise terminated in accordance with this Rental Agreement.
"Rental Product"	The Rental Product described in the Front Sheet or any replacement Rental Product supplied by the Lessor under this Rental Agreement together with the spare wheel/other accessories supplied with the Rental Product.
"Statutory Requirements"	Any Act of Parliament and instrument, rule or order made under any Act of Parliament having legal effect, any regulation or bye-law of any local authority or regulatory body having legal effect or any directly effective and directly applicable EU law and any modification or re-enactment, all or any regulations and directives governing working time in the transport sector and any policies and standards issued by the Vehicle and Operator Services Agency.
"TUPE"	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

2. The Order constitutes an offer by the Lessee to hire the Rental Product from the Lessor in accordance with this Rental Agreement. The Order shall only be deemed to be accepted when the Lessor issues written acceptance of the Order at which point and on which date this Rental Agreement shall take effect as between the parties. This Rental Agreement applies as between the parties to the exclusion of any other terms that the Lessee seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any quotation given by the Lessor shall not constitute an offer, and is only valid for a period of twenty (20) Business Days from its date of issue.

3. The Lessee acknowledges that, as at the Commencement Time, the Rental Product is in good condition and appearance (except as otherwise noted on the Front Sheet) and undertakes to return it, and its accessories in the same condition, fair wear and tear excepted, to the agreed place of return at the Return Time.

4. During the Rental Period the Lessee shall keep the Rental Product and its accessories in its possession and free from legal process, lien or other encumbrance and when not in use adequately protected and secured.

5. During the Rental Period, the Lessee shall:

- a) on a daily basis check the engine oil level, water level in radiator, washers and wipers, lights, wheel nuts and brake fluid level of the Rental Product; and
 - b) at the Lessor's reasonable request, make the Rental Product available for inspection, service or repair work. If the Lessee is in breach of condition 5(a) or this condition 5(b), then the Lessee shall indemnify, keep indemnified and hold harmless the Lessor against all loss or damage suffered by it as a result.
6. The Lessee shall ensure that, for the duration of the Rental Period, the Rental Product is not used:
- a) for the carriage of passengers for hire or reward;
 - b) for any illegal purpose or in contravention of any legislation affecting the Rental Product, its use or construction;
 - c) for hire or reward if the Rental Product exceeds 3.5 GVW unless a valid operator's licence is held;
 - d) to propel or tow any other Rental Product or trailer without the prior written consent of the Lessor; or
 - e) outside of England, Scotland & Wales without the prior written consent of the Lessor.

7. a) The Lessee acknowledges that the Rental Product has been hired subject to the Lessee taking out and maintaining, in its own name for the duration of the Rental Period, a fully comprehensive policy of insurance acceptable to the Lessor as is necessary to comply with all applicable Statutory Requirements and shall produce to the Lessor copies of such policy (including certificates of insurance) and the receipts for the current premiums on demand. In the event of the Lessee failing to insure, or failing to pay the insurance premium (in each case in accordance with this Rental Agreement), the Lessor shall be entitled to take out such insurance as it thinks fit in its sole discretion and may, at its sole option: (i) recover the full cost of such insurance cover from the Lessee on demand; or (ii) deduct the full cost from any money due or thereafter becoming due to the Lessee.

8. The Lessee agrees to pay within fifteen (15) days of the end of the month in which the invoice was issued by the Lessor to the Lessee:

- a) the Rental Charge due;
- b) any appropriate mileage or other charges at the rates referred to in this Rental Agreement (if any) or from time to time applicable;
- c) reimbursement of any fixed penalty charges, excess parking charges, congestion charges and charges made by Customs and Excise or other similar charges or fines in respect of the Rental Product during the Rental Period borne by the Lessor;
- d) the full cost of repairing damage caused to the Rental Product during the Rental Period or, where applicable, the full value of the Rental Product, subject to any contribution made promptly by the Lessee's insurers; and
- e) any amount in respect of which the Lessee is required to indemnify the Lessor pursuant to the terms of this Rental Agreement.

Time for payment of any sums due to the Lessor shall be of the essence for the purposes of this Rental Agreement.

9. a) The Lessor may at any time, without notice to the Lessee, set off any liability of the Lessee to the Lessor against any liability of the Lessor to the Lessee, whether any such liability is present or future, liquidated or unliquidated, under this Rental Agreement or not and irrespective of the currency of its denomination.

- b) For the avoidance of doubt all amounts due from the Lessee under this Rental Agreement shall be paid by the Lessee to the Lessor in full without any deduction or withholding (other than any deduction or withholding of tax as required by law), and the Lessee shall not be entitled to claim set-off or to counterclaim against the Lessor in relation to the payment of the whole or part of any such amount.

10. The Lessee shall:

- a) inform the Lessor immediately of any loss of or damage to or fault developing in the Rental Product;
- b) at the request and (provided always that such costs have been agreed between the parties in advance) the reasonable cost of the Lessor permit to be done without limitation:
 - i) all acts and things as may be reasonably required by the Lessor for the purpose of repairing the Rental Product;
 - ii) any acts necessary to enforce any rights or remedies against or obtain relief from other parties;
- c) indemnify, keep indemnified and hold harmless the Lessor against any loss or damage:
 - i) incurred by reason of any breach of this Rental Agreement by the Lessee;
 - ii) which is not covered by the contract of insurance on the Rental Product; or

iii) arising from the loss of or damage to any property left stored or transported in or upon the Rental Product.

11. a) The Lessee shall immediately report any accident to the Lessor and deliver every document of any kind received by the Lessee relating to any claim connected with an accident or event involving the Rental Product (an **Accident Claim**).
 - b) The Lessee shall not aid or abet any Accident Claim against the Lessor but shall assist the Lessor in investigating and defending any Accident Claim.
12. The Lessee acknowledges that it shall not:
- a) without the prior written consent of the Lessor incur any liability for repairs to the Rental Product in excess of £25.00 (twenty-five pounds);
 - b) be the Lessor's agent for any purpose or hold itself out as such;
 - c) make any claim against the Lessor for loss of or damage to any property left, stored or transported in or upon the Rental Product unless caused by the negligence of the Lessor.
13. The Lessee shall be liable as owner of the Rental Product and shall indemnify, keep indemnified and hold harmless the Lessor against the consequences of:
- a) any offences which may be committed in respect of the Rental Product when it is stationary or when a fixed penalty notice is issued whether (and without limitation): being on a road during the hours of darkness without the lights or reflectors required by law; waiting, or being left or parked, or being loaded or unloaded, in a road; being used or kept on a public road within the meaning of the Rental Products (Excise) Act 1971 without a licence under that Act being exhibited; or the non-payment of any charge incurred at a street parking place; or otherwise; and
 - b) any excess charge which may be incurred in pursuance of an order under sections 45 or 46 of the Road Traffic Regulation Act 1984 (or as amended, replaced or revised by subsequent legislation or orders);
 - c) any charges levied by Customs & Excise as a result of seizure of the Rental Product together with any loss of income charge levied by the Lessor whilst the Rental Product is unavailable for rental; and
 - d) any liability arising under any congestion charging order and, where the context so admits from any breach of any road traffic legislation.
14. The Lessee accepts liability for any charges or fines which may be incurred whilst the Rental Product remains on hire and agrees to indemnify, keep indemnified and hold harmless the Lessor against any claims which may be made against it in respect thereof.
15. a) The Rental Product will remain on hire to the Lessee until the Off Hire Procedure (as defined below) has been completed.
- b) The Rental Product will be deemed to be off hire (including for insurance purposes) when it is first delivered, by way of return, into the possession of the Lessor during normal business hours, the keys of the Rental Product have been handed to a duly authorised representative of the Lessor and the applicable hire note has been signed as off hire by the Lessor (the **Off-Hire Procedure**).
- Note: The return of the Rental Product to the Lessor's premises outside normal business hours does not constitute completion of the Off Hire Procedure.**
- c) The Rental Product will remain at the risk of the Lessee until completion of the Off Hire Procedure and the Lessee shall ensure that the Rental Product remains validly insured in accordance with this Rental Agreement until completion of the Off Hire Procedure failing which, the Lessee shall be personally liable for any occurring loss/damage.
 - d) Notwithstanding the above sub clauses a), b), c), the Lessor acknowledges that it will cease to levy the Rental Charge for the Rental Product at 5.00pm on the day upon which the Lessee notifies the Lessor that the Lessee wishes the hire to cease provided always that the Off Hire Procedure is completed by 9.30am on the following day upon which the Lessor shall be open for business, failing which, this condition 15(d) shall not apply and the Lessor shall be entitled to recover the Rental Charge until the Off Hire Procedure is completed as if the Lessor had not received such notification.
 - e) Nothing in this Rental Agreement shall operate to vest any right as to title in the Rental Product to the Lessee. All such title shall remain with the Lessor at all times. For the avoidance of doubt, the termination of this Rental Agreement for any reason shall be without prejudice to the Lessor's rights under this clause 15(e).
16. The Lessor may demand (and the Lessee shall comply with such demand for) the return of the Rental Product at any time and if in the Lessor's reasonable judgement such demand might not be complied with, the Lessor (or its representatives) may repossess and/or dispose of the Rental Product and terminate this Rental Agreement without any liability for any loss or damage which the Lessee may sustain as a result of such demand and termination or repossession. The Lessee authorises the Lessor, its agents or employees on an irrevocable basis to enter the Lessee's premises at any time for such purpose. For the avoidance of doubt, the termination of this Rental Agreement for any reason shall be without prejudice to the Lessor's rights under this clause 16.
17. Notwithstanding the completion of the Off Hire Procedure, in the event of the Rental Product being returned or collected in a damaged condition, the Rental Charge will continue to be payable by the Lessee until such time as the Rental Product is repaired and returned to a hireable state. Should the Rental Product be deemed to be beyond economical repair, or stolen and not recovered, the Rental Charge will continue to accrue until an appropriate settlement is received by the Lessor to its reasonable satisfaction. The parties agree that this shall represent a genuine pre-estimate of the Lessor's loss in the event of any of the circumstances contemplated by this clause 17 occurring.
18. a) The Lessee is responsible for any damage caused to tyres and tubes of the Rental Product (fair wear and tear excepted) during the Rental Period.
- b) The Lessee is responsible for breakages to windscreens or windows of the Rental Product during the Rental Period.
 - c) The Lessee shall have exclusive use and control of the Rental Product for the duration of the Rental Period and the Lessee shall assume exclusive responsibility to the public (and any regulatory body having jurisdiction) in respect of the Rental Product for the duration of the Rental Period.
 - d) The Lessee undertakes to drive/use the Rental Product in a skilful/careful manner for the duration of the Rental Period.
19. Notwithstanding any agreed period of credit, if any invoice is overdue for payment under this Rental Agreement the balance of the account becomes immediately due and payable. The Lessor also reserves the right to claim interest (both before and after judgment) on all overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002, such interest to accrue on a daily basis from the due date for payment until receipt of payment in full, cleared funds by the Lessor.
20. Subject to the terms of this Rental Agreement, the Lessor shall be liable to the Lessee for direct loss only as herein provided. It is agreed and acknowledged by the Lessee that the Lessor shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss or loss of profit whatsoever and howsoever arising. Nothing in this Rental Agreement shall be deemed to exclude or restrict either party's liability for death or personal injury resulting from its negligence or any other liability of either party which cannot be excluded or otherwise limited as a matter of law. Subject to the terms of this Rental Agreement, the Lessor's total liability to the Lessee in respect of all losses arising under or in connection with this Rental Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not, in any circumstances, exceed the total value of the Rental Charge payable by the Lessee to the Lessor in respect of the hire of the Rental Product for the duration of the Rental Period.
21. This Rental Agreement and the hiring hereunder will terminate immediately if a petition to wind up the Lessee or notice of intention to appoint an administrator of the Lessee is presented to a court or if the Lessee passes a resolution for voluntary liquidation (except for the purposes of amalgamation or reconstruction) or if a receiver or receiver and manager is appointed with respect to any of the assets of the Lessee and upon such termination as aforesaid the Lessee will immediately return the Rental Product to the Lessor or its duly authorised agent for the return of the Rental Product at such place as the Lessor shall specify.
22. A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Rental Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 22 shall survive termination of this Rental Agreement.
23. Except as provided in the following sentence, a person who is not a party to this Rental Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. The Lessor may perform any of its obligations or exercise any of its rights hereunder through any member of the Hargreaves Group. Notwithstanding that members of the Hargreaves Group shall be entitled to enforce certain rights under this Rental Agreement which have been given for their benefit, the parties to this Rental Agreement may enter into any agreement or arrangement varying or amending any of the terms of this Rental Agreement, or compromising or settling any claim under this Rental Agreement (including in respect of such rights), without reference to the interests of, or the consent of, the other members of the Hargreaves Group not party to this Rental Agreement.

24. Save as expressly set out elsewhere in this Rental Agreement, no variation of this Rental Agreement shall be binding upon the parties unless the same shall be in writing signed by a duly authorised representative of both the Lessor and Lessee and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation. Each party acknowledges that in entering into this Rental Agreement it is not relying upon any representation, warranty, promise or assurance made or given by the other party or any other person in any form whatsoever which is not expressly set out in this Rental Agreement.
25. The Lessee warrants to the Lessor that to the extent it processes any Personal Data in connection with the provision of this Rental Agreement, it shall comply with the provisions of the Data Protection Act 1998.
26. The parties agree that, to the extent permitted by law, the commencement or termination of this Rental Agreement and any associated arrangements shall not constitute a relevant transfer for the purposes of TUPE. If and to the extent that the commencement or termination of this Rental Agreement and any associated arrangements does constitute a relevant transfer for the purposes of TUPE, the Lessee shall indemnify, keep indemnified and hold harmless the Lessor in respect of all Employment Liabilities suffered by the Lessor as a result.
27. The Lessee shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Rental Agreement without the prior written consent of the Lessor. The Lessor may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Rental Agreement and may subcontract or delegate in any manner any or all of its obligations under this Rental Agreement to any third party or agent.
28. Neither party shall be liable to the other during the continuation of a Force Majeure Event.
29. (a) If any provision of this Rental Agreement is held by any court or other competent authority to be void or unenforceable (in whole or part), the other provisions of this Rental Agreement and the remainder of the affected provisions shall continue to be valid.
(b) The rights and remedies provided in this Rental Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
(c) The failure of a party to exercise or enforce any right under this Rental Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.
(d) No variation of this Rental Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.
30. Any dispute or claim arising out of or in connection with this Rental Agreement or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Rental Agreement or its subject matter or formation (whether contractual or tortious in nature or otherwise).
Registered Office: West Terrace, Esh Winning, Durham DH7 9PT