

# SHB HIRE LTD HIRE TERMS AND CONDITIONS

Any dispute concerning the interpretation of the terms exceptions or conditions of this Agreement shall be resolved in accordance with the jurisdiction of the territory in which this Agreement was issued.

These terms and conditions apply to all hires to the exclusion of any other terms and conditions issued by the Hirer whether stated in a purchase order, on an invoice or on any other Hirer literature.

1. In this Agreement the following terms shall have the meanings hereby respectively assigned to them.

<b>Hirer</b>	The person or company named on the Hire Agreement which shall, when the context so admits, include the driver of the vehicle.
<b>Lessor</b>	SHB Hire Ltd, a company incorporated in England Wales with registration number 1391731 whose registered office is at 18 Premier Way, Abbey Park Industrial Estate, Romsey, Hampshire, SO51 9DQ.
<b>Hire Agreement</b>	The letter addressed to the Hirer from the Lessor which confirms to the Hirer, the details of the Vehicle(s) Rental Period, Rental Charges and such other information as the Lessor may provide to the Hirer in relation to the rental of the Vehicle(s).
<b>Vehicle</b>	The original vehicle described on the Hire Agreement or any replacement vehicle under this Agreement together with the spare wheel, tools and other accessories supplied with the vehicle.
<b>Rental Period</b>	The period from the date and time out stated overleaf until the vehicle is off hire in accordance with clause 13 which shall not be for a period of more than 90 days in a calendar year (365) unless otherwise agreed in writing by the Lessor.
<b>Rental Charges</b>	The hire charges for the Rental Period calculated in accordance with the Lessor's current tariff, being the rate shown overleaf or such other rate agreed between the parties in writing.

Together referred to as "the Parties"

2. The Hirer acknowledges that the Vehicle is fit for his purpose and is in good condition and undertakes to return it and its accessories in the same condition, fair wear and tear excepted, to the place, and on the date due back, if specified, overleaf, if not specified, no later than 90 days after the Date of Delivery of the Vehicle.
3. During the Rental Period the Hirer shall keep the Vehicle and its accessories in his possession and free from legal process or lien and when not in use adequately protected and secured.
4. During the Rental Period, the Hirer shall:
  - a) Check daily engine oil level, water level in radiator, washers and wipers, lights, wheel nuts, brake fluid level and condition of tyres.
  - b) At the Lessor's reasonable request, make the Vehicle available for inspection, service or repair work.  
If the Hirer is in breach of conditions 4 (a) or 4 (b), then the Hirer shall indemnify against all loss or damage whatsoever thereby arising
  - c) Be responsible for updating the MID database in line with the Fourth EU Motor Insurance Directive
  - d) Ensure that any driver(s) using the vehicle(s) during the Rental Period are approved by the Hirer and hold a valid full current licence and are duly permitted under the Hirer's insurance policy
  - e) Ensure that any driver(s) or operatives using the vehicle(s) ancillary equipment are trained and competent to do so
5. The Hirer shall ensure that the Vehicle will not be used:
  - a) For the carriage of passengers for hire or reward
  - b) For any illegal purpose or in contravention of any legislation affecting the Vehicle, its use or construction
  - c) For hire or reward if the Vehicle exceeds 3.5 GVW unless a valid Operators License is held
  - d) For commercial use if the Vehicle exceeds 3.5 GVW unless a valid Operators License is held
  - e) Outside England, Wales or Scotland without the prior written consent of the Lessor and a Vehicle on Hire Certificate (VE103)
6.
  - a) The Hirer acknowledges that the Vehicle has been hired subject to the Hirer arranging for a fully comprehensive policy of insurance to be in force throughout the entire period of the hiring.
  - b) If the Hirer is in breach of condition 6 (a), then the Hirer shall indemnify the Lessor against all loss and damage whatsoever and howsoever arising.
7. The Hirer agrees to pay on demand:
  - a) The Rental Charges. Any late payments will be charged with an uplift of 4% above the bank base rate from the day after the payment was due
  - b) A minimum charge of £50 for valetting the interior and/or a minimum of £50 for valetting the exterior if the vehicle is returned in an excessively dirty condition
  - c) A charge for abortive delivery and/or collections based on the distance travelled and/or waiting time involved
  - d) Any appropriate mileage or other charges at the rates referred to in this Agreement or from time to time in force
  - e) The full cost of uninsured damage to, or loss of the Vehicle
  - f) Any amount in respect of which the Hirer is required to indemnify the Lessor pursuant to the terms of this Agreement
  - g) All costs arising from orders cancelled after written confirmation of an order has been received
  - h) Early termination fees and related costs if Vehicles are off hired prior to the agreed rental period (including if declared a total loss or stolen and not recovered prior to the end of the agreed rental period)
  - i) Any variation to the rental as a direct result of government uplifts to the Vehicle Excise Duty
  - j) Any fuel and adblue used which is calculated from the difference in fuel/adblue levels as written on the On/Off Hire Note at the time of Vehicle delivery to time of off hire, including exchanges (fuel/adblue will be charged at the current Lessor rate at time of Vehicle off hire)
  - k) Any costs incurred to empty and clean toilets in welfare Vehicles

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- l) Any costs incurred by the removal and disposal of any loads and materials left in Vehicles
  - m) Any recovery charges arising from the Vehicle and Operator Services Agency (VOSA), HM Revenue and Customs (HMRC), the police, or any other public organisation (or their agent) who has seized the vehicle. You will also be required to pay for loss-of-income whilst we cannot rent out the vehicle
8. The Hirer shall:
- a) Inform the Lessor immediately of any loss of or damage to or fault developing in the Vehicle.
  - b) At the request and cost of the Lessor permit to be done (if necessary in the Hirer's name) including, but without limitation:
    - i. All acts and things as may be reasonably required by the Lessor for the purpose of repairing the Vehicle
    - ii. Enforcing any rights or remedies against or obtaining relief from other parties
  - c) Indemnify the Lessor against any loss or damage:
    - i. Incurred by reason of any breach of this Agreement by the Hirer
    - ii. Which is not covered by the contract of insurance on the Vehicle
    - iii. Arising from the loss of or damage to any property left stored or transported in or upon the Vehicle
    - iv. As a result of operating the Vehicle illegally and VOSA impounding the Vehicle due to the Hirer not following correct Operators Licence rules and regulations
9. a) The Hirer shall immediately report any accident to the Lessor and deliver every document of any kind received by the Hirer relating to any claim connected with an accident or event involving the Vehicle.
- b) The Hirer shall not aid or abet any claim against the Lessor but shall assist the Lessor in investigating and defending any claim.
10. The Hirer acknowledges that it shall not:
- a) Without the prior consent of the Lessor incur any liability for repairs to the Vehicle in excess of £25.
  - b) Be the agent or servant of any Lessor for any purpose or make himself out as being such.
  - c) Make any claim against the Lessor for loss of or damage to any property left stored or transported in or upon the Vehicle unless caused by the negligence of the Lessor.
  - d) Sell, lend, mortgage, charge, dispose of or part with possession of the Vehicle.
11. The Hirer shall be liable as owner of the Vehicle in respect of:
- a) Any of the following offences which may be committed with respect to that Vehicle when it is stationary and when a fixed penalty notice is issued namely: 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 Vehicles (Excise) Act 1971 without a licence under that Act being exhibited on the Vehicle in the manner prescribed under that Act; and the non-payment of the charge made at a street parking place; and
  - b) Any excess charge which may be incurred in pursuance of an order under sections 45 and 46 of the Road Traffic Regulation Act 1984 (provision on highways of parking places where charges are made).
12. The Hirer accepts liability for any penalty or congestion charges which may be incurred whilst the Vehicle remains on hire and agrees to indemnify the Lessor against any claims which may be made against them (including any reasonable admin fee).
13. a) The Vehicle will remain on hire to the Hirer until the off hire procedure has been completed.
- b) The Vehicle will be deemed to be off hire for insurance purposes when it is delivered into the possession of the Lessor during normal business hours, the keys of the Vehicle have been handed to a duly authorised representative of the Lessor and the hire note has been signed as off hire by the Lessor.
- Note: The return of the Vehicle to the Lessor's premises outside normal business hours does not constitute off hiring.**
- c) The Vehicle will remain at the risk of the Hirer until it has been off hired and the Hirer should ensure that the insurance remains in force failing which the Hirer may be reasonably liable for any loss or damage which occurs.
- d) Notwithstanding the above sub clauses (a), (b), (c), the Lessor acknowledges that it will cease to levy hire charges for the Vehicle after 5.00 pm on the day upon which the Hirer notifies the Lessor that the Hirer wishes the hire to cease provided always that the Vehicle is delivered into the Lessor's possession and taken off hire by 10.00 am on the following day upon which the Lessor shall be open for business.
14. The Lessor may demand the return of the Vehicle at any time and if in the Lessor's reasonable judgment such demand might not be complied with Lessors may repossess the Vehicle and terminate this Hire Agreement without any liability for any loss or damage which the Hirer may sustain as a result of such demand and termination or repossession.
15. In the event of the Vehicle being returned or collected in a damaged condition, the rental charge will continue until such time as the Vehicle is repaired and returned to a hireable state. Should the Vehicle be deemed to be beyond economical repair, or stolen and not recovered, the hire charge will continue until settlement in full is received.
16. a) The Hirer is responsible for any damage caused to tyres and tubes (fair wear and tear excepted)
- b) The Hirer is responsible for breakages to windscreens or windows.
- f) The Hirer is responsible for all damage.
- g) The Hirer shall have exclusive possession, use and control of the Vehicle for the duration of the Agreement and the Hirer shall assume exclusive responsibility to the public and any regulatory body having jurisdiction.
- h) The Hirer undertakes to drive and use the Vehicle in a skilful and careful manner at all times.
- i) The Hirer is responsible where supplied for all spare wheels, tyres, batteries, battery chargers and fuel cans and any loss or damage will be charged for.
- j) The Hirer is responsible for keeping secure all sets of keys, lost or stolen keys may result in the vehicle locks being replaced and all associated costs will be the responsibility of the Hirer

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17. The Lessor shall be liable to the Hirer for direct loss only as herein provided. It is agreed and acknowledged by the Hirer that the Lessor shall not be liable for any indirect or consequential loss whatsoever, howsoever arising. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or other liability of the Lessor which cannot be excluded as a matter of law.
18. This Agreement and the hiring hereunder will terminate ipso facto and immediately if a petition to wind up the Lessor or appoint an Administrator of the Lessor is presented to a court or if the Lessor 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 Lessor and upon such termination as aforesaid the Hirer will immediately return the Vehicle to the Lessor or its duly authorised agent for the return of the Vehicle at such place as the Lessor may have appointed.
19. If in any three month period the mileage travelled by the vehicle deviates by 20% over the mileage allowance in the Rental Agreement the Lessor has the right to amend the Rental Charge following consultation with the Hirer over the remaining hire period to allow for additional costs.
20. The Lessor may fit tracker/telematics devices to its assets, which could be activated at any time. No costs for these devices will be passed on to the hirer unless previously agreed as part of a "vehicle's specification".
21. If fire extinguishers or first aid kits are provided as part of the vehicle specification they are on an initial supply basis only and any time based inspections required or replacements are the responsibility of the Hirer.
22. The Lessor shall not be responsible for damage to any Vehicle, equipment or surface of property during the unloading or loading of the Vehicle/s upon delivery or collection, howsoever caused.
23. The Hirer shall not be entitled to set off any amount due under this Agreement.
24. When Go-Drive chauffeurs are provided with any booking the Parties are individually responsible for:
  - a) The Lessor will ensure that the chauffeurs have a full clean UK drivers licence and will have undergone a robust reference check, recruitment and training process
  - b) The Lessor will ensure that the chauffeurs come in smart attire and are presentable as fit for use chauffeur drivers
  - c) The Hirer will thoroughly induct them into the relevant and individual site/event rules
  - d) The Hirer will ensure that the drivers are given sufficient breaks throughout the day/evening
25. Where a replacement vehicle is provided as part of the Rental Charge, this replacement will be a suitable alternative (as deemed by the Lessor) and will be made available should the original vehicle be off the road due to fair wear and tear maintenance for a period in excess of 1 working day. Replacements not due to fair wear and tear can be provided but will be at the Hirer's standard rate tariff.
26. The Hirer is responsible for operating vehicles legally and following Environmental laws including waste disposal and will hold the necessary waste transfer licences that may be required.
27. Any additions to or alterations of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties.