

1. DEFINITIONS

- The following expressions have the following meanings :-
- 1.1 "Vehicle" means a vehicle or vehicles specified in this Rental Agreement and includes any replacement vehicle(s);
 - 1.2 "Rentals" means the rentals specified in this Rental Agreement;
 - 1.3 "TruckEast" refers to the depot from where the Vehicle was collected;
 - 1.4 "we, us and our" refers to the Owner;
 - 1.5 "you and your" refers to the Hirer;
 - 1.6 "Rental Period" means the period of hire specified in this Rental Agreement starting on the Commencement Date;
 - 1.7 "Commencement Date" means the date the period of hire commences or in deemed to commence as shown in this Rental Agreement;
 - 1.8 "Payment Terms" means the payment terms specified on the fact of this Rental Agreement;
 - 1.9 "Vehicle Check Out/In Report" means the vehicle check out/in report used by the Owner from time to time.

2. YOUR CONTRACT WITH US

- 2.1 When you sign this Agreement you accept the terms set out in this Rental Agreement.
- 2.2 For the avoidance of doubt the terms of this Rental Agreement shall take precedence over any and all terms and conditions of the Hirer. This Rental Agreement constitutes the entire agreement between the parties and no other statements or representations or terms form part of it unless they are in writing, are expressly stated to be variations of this Rental Agreement and are signed by a duly authorised representative of each party.

3. RENTAL PERIOD

- 3.1 You will be entitled to have the Vehicle for the Rental Period. We may agree to extend this Rental Period. If you do not return the vehicle to TruckEast at the termination date, you are breaking the conditions of this Agreement. We can charge you for every day or part day you have the Vehicle after you should have returned it to us. Until we get the Vehicle back we will charge you the full daily rate shown on the relevant Rental Agreement for every day or part day the Vehicle is returned late. No provision for breaks or rest periods during bank or public holidays are included in the contract.
- 3.2 When you collect a Vehicle, one of our staff will inspect the Vehicle to ensure its condition and will record the same on the Vehicle Check-Out/In Report which your representative must sign by way of acknowledgement. Failure to acknowledge and record the condition of the Vehicle could result in you being held liable for existing damage.

4. YOUR RESPONSIBILITIES

- 4.1 You must look after the Vehicle and the keys to the Vehicle. You must always lock the Vehicle when you are not using it, provide proper and secure parking for it, and use any security device fitted to or supplied with the Vehicle. You must always protect the Vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel. You are responsible for any damage to the Vehicle caused by hitting low level objects, such as bridges or low branches or otherwise.
- 4.2 You must not sell, rent or dispose of the Vehicle or any of its parts. You must not give anyone any legal rights over the Vehicle.
- 4.3 You must not let anyone work on the Vehicle without our permission. If we do give you permission, we will only give you a refund if you have a receipt for the work.
- 4.4 You must bring the Vehicle back to TruckEast, by the time specified for its return during the opening hours displayed at that place. One of the staff there will inspect the Vehicle to check its return condition in accordance with clause 10. If we have agreed that you may return the Vehicle outside business hours, you will remain responsible for the Vehicle and its condition until it is re-inspected by a member of staff.
- 4.5 You will have to pay for repairs if the Vehicle is not returned in the condition required by clause 10 and would therefore require more than our standard valeting (cleaning).
- 4.6 Before you bring back the Vehicle you must check that you have not left any personal belongings in the Vehicle.
- 4.7 You must bring to our attention immediately or if this is not practicable, then as soon as it becomes reasonably practicable, any defects, damage, accident, breakdown or mechanical malfunction which occurs in relation to the Vehicle during the Rental Period. You agree to indemnify us against all and any damage costs, expenses, charges or liabilities incurred in relation to the Vehicle caused in whole or in part by your failure to bring these matters to our attention immediately. A list of our contact telephone numbers will be provided to you when this Agreement is signed.
- 4.8 You must observe the service intervals and mileage allowance specified for the Vehicle in the Rental Agreement and ensure that the Vehicle is made available for servicing within three days of our requesting its return. No replacement vehicle will be provided for a Vehicle undergoing scheduled servicing or maintenance.
- 4.9 You are responsible for all costs incidental to the use for which the Vehicle is hired including bridge, ferry or road tolls or similar charges.
- 4.10 You agree that you will not load or cause a Vehicle to be loaded with dangerous goods (including, without limitation, radioactive, verminous, infected or contaminated goods or goods which prevent the Vehicle subsequently carrying any other goods) without our prior written consent. If you do so, you will be responsible for all legal and other consequences.
- 4.11 You agree that you will not load or cause the Vehicle to be loaded in contravention or in excess of the maximum carrying capacity applied to the Vehicle by any legal requirement and if you do so, you will be liable for all legal and other consequences.
- 4.12 At all times you must keep us informed of any prosecution, inquest, accident or enquiry and promptly copy to us all associated communications relating to the Vehicle.
- 4.13 You must not make or give any admission of liability or indemnity in respect of any accident, prosecution, inquest or incident as shall entitle the insurers of the vehicle to repudiate the claim wholly or partly.
- 4.14 You must promptly give all such information and assistance as may be required by us or our insurers as a result of any such prosecution, inquest, accident or enquiry.
- 4.15 You must not assign the whole or any part of this Rental Agreement.
- 4.16 You must immediately notify us if the Vehicle is seized by any third party and immediately (both in writing and orally) inform the party seizing the vehicle that it is owned by us. Contact telephone numbers will be provided to you after this Agreement is signed.
- 4.17 You must not use the Vehicle for any illegal or immoral purpose.
- 4.18 You must not modify the Vehicle in any permanent way without our prior written consent.
- 4.19 You must maintain in force (if required by law) a valid Operator's Licence and you shall remain liable for all payments under this rental agreement notwithstanding any refusal or suspension of such Operator's Licence. You agree also to comply with all and any other legal requirement imposed by law during the course of this Agreement.
- 4.20 You must use the Vehicle only for the purpose of the business carried on by you and you must ensure that the Vehicle is used properly and safely and without risk to health.
- 4.21 You must not allow the Vehicle to be used for hire, racing, pacemaking, reliability trials, speed testing or driver tuition.
- 4.22 You must comply with, and ensure that all persons nominated by the Hirer to drive or have access to the Vehicle fulfil the criteria set out in clause 9 and comply with all applicable laws, regulations, statutes or codes affecting the use of the Vehicle.
- 4.23 You must comply with your service and maintenance obligations in clause 5.

5. YOUR SERVICE AND MAINTENANCE OBLIGATIONS

- 5.1 You shall be solely responsible at your own cost for all routine and daily maintenance inspection and safety checks in respect of the Vehicle and (without prejudice to the generality of the foregoing) for:
 - 5.1.1 regular checking and adjusting of all fluid levels, the condition and pressure of tyres, wheelnuts (for tightness) and general road-worthiness, as per the manufacturer's recommendations outlined in the Vehicle handbook;
 - 5.1.2 washing and cleaning the exterior and interior of the Vehicle at least once every seven days if the Vehicle is on hire to you for a week or more
 - 5.1.3 daily, weekly and monthly vehicle & body maintenance as per the manufactures recommendations.

- 5.2 You shall promptly at your own expense submit the Vehicle in accordance with clause 4.8 to TruckEast or any other repairing agent appointed by us for scheduled service and maintenance to be carried out in accordance with the R&M contract under clause 6.1 and shall collect the Vehicle once such maintenance has been effected. If you fail to submit the Vehicle promptly as aforesaid, our obligations under Clause 6.1 below shall cease
- 5.3 Any replacement vehicle offered to you must be inspected and its condition recorded and acknowledgement by representatives of both parties on a Vehicle Check In/Out Report. Failure to record and acknowledge the condition of the Vehicle could result in you being held liable for existing damage.

6. OUR RESPONSIBILITIES

- 6.1 We will be responsible for the costs of all maintenance and servicing to the Vehicle at the intervals indicated in the "service interval" section on the face of this Rental Agreement and all repairs and replacements provided they have not been caused by damage, abuse, misuse, neglect or negligences whilst in your possession. We do not accept responsibility for damage to tyres which are the responsibility of the hirer. Please note that damage to windscreens and glass is excluded. Any servicing shall be carried out under the terms of the R&M contract (excluding bank holidays) at TruckEast or a repairing agent (which agent shall be solely appointed by us) to whom the Vehicle is delivered for such servicing.
- 6.2 Tyre maintenance and Road fund licence for the Vehicle are the responsibility of the hirer. Tyres must have a minimum 40% tread at the termination of the contract. Second life re-mould tyres are not acceptable.
- 6.3 We shall supply a replacement vehicle in the United Kingdom only, within 24 hours of our being notified of mechanical breakdown if a Vehicle suffers mechanical breakdown other than through Hirer abuse, neglect or negligence or a breach of the Hirer's obligations under clause 5.
- 6.4 If we fail to comply with our obligations in Clause 6.3, to provide a replacement vehicle we shall credit you with one day's rental for each full day that we do not supply a replacement vehicle to you. We shall not be liable for any consequential or any other losses that you may suffer as a result of our failure. This shall be the full and complete extent of our liability for breach of clause 6.3.
- 6.5 Upon being notified that the Vehicle is ready for collection you shall return the replacement vehicle to the repairing agent from which it was obtained within 24 hours of receiving such notification failing which you shall be liable to pay for the replacement vehicle at the normal daily hire rates for a vehicle of the same class as the replacement vehicle for each day or part of day that the replacement vehicle is overdue together with payment for the original vehicle contracted for.
- 6.6 The replacement vehicle may be of a similar type and age to the Vehicle but our sole responsibility is to provide a replacement which is as far as possible in the same category as that of the Vehicle. All the terms and conditions of the Rental Agreement shall apply to any such replacement vehicle.

7. OUR LIABILITIES AND LIMITATIONS ON LIABILITY: RIGHTS OF INDEMNITY

- 7.1 The Vehicle shall at all times remain the property of the Owner and will be the registered keeper of the Vehicle. The Hirer agrees not to represent or hold himself out as or do anything whereby he may be reputed to be the Owner of the Vehicle. The Hirer agrees not to allow any charge, lien or encumbrance to arise in respect of any Vehicle.
- 7.2 You shall be solely responsible for and hold us fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs (including legal costs on a full indemnity basis) and expenses which may be brought against or incurred by us as a result of any accident involving the Vehicle (other than death or personal injury resulting from the negligence of us, our employees or agents). This obligation shall continue after termination of this Agreement.
- 7.3 As an obligation surviving termination (see clause 7.2 above), the Hirer agrees to indemnify and keep us indemnified against:-
 - 7.3.1 all losses, claims, costs, damages and liabilities arising from the Hirer's possession and use of the Vehicle other than death or personal injury resulting from our negligence or the negligence of our servants or agents;
 - 7.3.2 all fines, fixed penalties and excess charges payable by us by virtue of any statute applicable to the use of the Vehicle and caused by the Hirer's use/misuse of the Vehicle during the contractual term.
 - 7.3.3 all charges payable and referred to in clause 11; and
 - 7.3.4 all claims, demands, liabilities, losses, damages, proceedings, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by us as a result of any breach or default on your part in the discharge of your obligations under this Rental Agreement.
- 7.4 We do 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 or otherwise and all conditions and warranties are hereby expressly excluded to the fullest extent permitted by law and (save for our liability for death or personal injury caused by the negligence of us, our employees or agents) we 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.
- 7.5 We shall not be liable for any indirect, special or consequential losses suffered by you (including, without limitation, loss of profits or loss of opportunity).
- 7.6 Subject to the provisions of 7.6 above, our total liability to you under this Rental Agreement shall be limited to the total Rentals paid by you under the same.

8. INSURANCE

- 8.1 The Vehicle is at your risk from the time of collection. You will keep in force at all times a comprehensive insurance policy (it is your responsibility to produce to us together with a current certificate of insurance, receipt for premium paid and O license details) covering the Vehicle against all risks unless otherwise previously agreed in writing with the Owner. The amount of cover must be equal to its full replacement value. You agree to ensure that such policy is neither cancelled nor cover reduced. If you have a nil excess policy, please obtain prior written consent from the Owner to be exempt from the conditions of this clause.
- 8.2 You agree to ensure that where the relevant insurance relates to a specific Vehicle or Vehicles our interest in the Vehicle or Vehicles shall be noted on the policy (naming us as loss payee).
- 8.3 If you shall make default in the payment of any premium in respect of the insurance we may pay such premium in which event you shall reimburse us the amount paid on demand. You shall indemnify us against all loss or damage to the Vehicle not recoverable under the policy of insurance.
- 8.4 Where any event or accident shall occur which is a risk covered by your insurance hereunder, you shall immediately notify us thereof (together with details of the whereabouts of the Vehicle), shall not admit liability or pay any money to anyone or compromise any claim without our written consent, shall allow us to take over the conduct of negotiations (except in relation to any claims you might have for personal injuries, loss of use of the Vehicle or loss or damage to your own property) for which purpose you at our sole option and for a period at our absolute discretion hereby appoint us your irrevocable agent for the purposes of negotiating settling and enforcing any such insurance claim and giving a valid receipt for any monies received. You shall at your expense take such proceedings (in your sole name or jointly with us) as we shall direct, holding all sums recovered, together with any monies received by you under your policy of insurance, on trust for us and paying or applying the same as we direct. If any Vehicle is declared a total loss the hire thereof shall terminate (provided always that you shall continue to pay us the Rentals until such time as the insurance monies are received by us). In such event we shall (at our option) apply any proceeds of insurance received by us towards a replacement of equivalent value and you shall continue to be liable to pay the Rentals as if such loss had not taken place.
- 8.5 We shall have the right to repair or have repaired any Vehicle which is the subject of an accident. If we do not choose to do so you shall be liable to reinstate or repair at your own expense (but subject to any insurance proceeds) the Vehicle (if not a total loss) and shall continue to pay the Rentals in respect of such Vehicle during such reinstatement or repair. You agree not to create any mortgage or charge over any policy of insurance covering a Vehicle or Vehicle(s).

9. CONDITIONS FOR USING THE VEHICLE

- 9.1 The Vehicle must only be driven by you and any other driver fulfilling the criteria listed in clause 9.2.
- 9.2 You and any authorised driver:
- 9.2.1 must not use the Vehicle while under the influence of alcohol or drugs or with any other physical or mental incapacity;
- 9.2.2 must not drive the Vehicle outside the United Kingdom, unless the Owner's prior written consent has been given and the specified countries recorded on the face of this Rental Agreement.
- 9.2.3 It is the hirer's responsibility to check and report any part of the vehicle found to be not functioning correctly, it is also their responsibility to ensure that the vehicle is operated in the appropriate conditions for the vehicles design and those conditions/areas are safe to do so.
- 9.3 must ensure that the Vehicle is driven in a skilful and proper manner only by a person nominated by you and who:
- 9.3.1 must be at least 21 years of age;
- 9.3.2 must be the holder of all current full licences permitting the driver to drive the vehicle in the United Kingdom or operate any ancillary equipment;
- 9.3.3 must not be a person using a false name or address;
- 9.3.4 must not be a person who is unfit to drive by reason of drink, drugs or any other physical or mental incapacity.
- 9.3.5 must comply with the current terms of the Highway Code as issued by the Department of Transport in the UK and any other legal/statutory conditions as issued by any governing body in the UK or Europe from time to time.

10. RETURN AND CONDITION OF THE VEHICLE

- 10.1 Upon the return date specified on the face of this Rental Agreement or earlier termination of the hiring the Hirer will return the Vehicle to the Owner at the Rental Branch the Vehicle was hired from or at such other place as the Owner shall reasonably appoint in the condition it was in on the Commencement Date as evidenced by the Vehicle Check Out/In Report completed in accordance with clause 3.2 (fair wear and tear excepted). One of the staff at TruckEast will inspect the Vehicle to check its return condition and will record the same on a Vehicle Check Out/In Report which your representative must sign by way of acknowledgement. The Vehicle will be checked to make sure it:
- 10.1.1 is accompanied by copies of all its service records;
- 10.1.2 is of the same specification as at the commencement of hire (unless any change has been agreed by the Owner);
- 10.1.3 has had any accident damage satisfactorily repaired;
- 10.1.4 is free of scratches, dents and rusted areas to the bodywork (other than those noted on the Vehicle Check Out/In Report at the commencement of the Rental Period);
- 10.1.5 has cab and cargo areas in serviceable condition (other than those noted on the Vehicle Check Out/In Report at the commencement of the Rental Period).
- 10.1.6 has all signwriting and / or vinyl graphics removed from the vehicle, including curtains, chassis mounted body equipment and rear doors on the 18T vehicles
- 10.2 In relation to any defects in the Vehicles return condition recorded and acknowledged on the Vehicle Check Out/In Report the Owner may at its discretion have all works carried out reasonably necessary to put the Vehicle in a condition which conforms with all or any of the said criteria and the Hirer shall indemnify the Owner against and pay the Owner on demand all costs and expenses incurred or to be incurred by the Owner in respect thereof.

11. CHARGES

- Please note that this clause survives termination of this Agreement.
You agree to pay the following charges:
- 11.2 the Rental(s) any other charges payable according to this Rental Agreement; any charge or loss or damage (on a full indemnity basis) resulting from you not complying with your obligations under this Rental Agreement;
- 11.3 a refuelling service charge if you have used, and not replaced, any fuel that we supplied originally. The charge is based on the rates published at the place you rented the Vehicle from;
- 11.4 all fines and court costs for parking, traffic or other offences (including any costs which arise if the Vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters;
- 11.5 the full cost of repairing or replacing the Vehicle if it is damaged or stolen (including the full cost to us of settling any outstanding finance charges in respect of the Vehicle) (even if it is not your fault), depending on the insurance you have in accordance with clause 8, if and when we demand this payment;
- 11.6 a loss of income charge, if and when we demand it, if we cannot rent out the Vehicle because it needs to be repaired, it is a write-off (can't be repaired) or it has been stolen and we are waiting to receive full payment of the Vehicle's value until such time as the Vehicle is duly returned to us;
- 11.7 any excess rental charges pursuant to clause 3.1 calculated at the daily rate set out in the Rental Agreement until such time as the vehicle is duly returned to us;
- 11.8 any additional charges payable for rectification work following a Vehicle's return in accordance with clause 10;
- 11.9 any additional charges payable on ending this Rental Agreement under clause 15;
- 11.10 any charges arising from Customs and Excise seizing the Vehicle, together with loss-of-income charge while we cannot rent out the Vehicle, if and when we demand this payment;
- 11.11 value added tax and all other taxes on any of the charges listed above as appropriate;
- 11.12 interest which we will add every day to any amount you do not pay us on time, at the rate of 5% a year above the Finance House Base Rate from time to time.

12. Joint and Several Liability

If two or more people are the Hirer, then each of your obligations are joint and several, which means you are both liable together and separately, for all the Hirer's obligations under this Rental Agreement and not just your proportion of them.

13. Payment Terms

- 13.1 Payment of the Rentals set out in the Rental Agreement shall be made strictly in accordance with the Payment Terms;
- 13.2 If the nature, basis or rates of taxation or any other charges, duties, impositions, reliefs or allowances of whatever nature change, during the course of this Agreement or any new levies are imposed by law, we may by notice in writing increase the Rentals paid or payable to us under the Payment Terms so as to maintain the after-tax return to us as though no change has occurred.

14. WHAT TO DO IF YOU HAVE AN ACCIDENT

- 14.1 If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:
- 14.1.1 make the Vehicle secure;
- 14.1.2 tell the police straight away if anyone is injured or there is a disagreement as to who is responsible; and
- 14.1.3 call TruckEast straight away.

15. DEFAULT AND TERMINATION

- 15.1 The Owner will be entitled to terminate this Rental Agreement immediately upon giving written notice in any of the following circumstances:
- 15.1.1 if the Hirer has made any untrue statement or given any false information to the Owner concerning this Rental Agreement;
- 15.1.2 if the Hirer fails to pay any sum payable on the due date under this Rental Agreement whether by way of Rental or interest or otherwise;
- 15.1.3 if the Hirer commits or threatens to commit any breach whatsoever of this Rental Agreement;
- 15.1.4 if the Hirer has an administrator appointed; or
- 15.1.5 if the Hirer calls a meeting of or makes any scheme of arrangement or composition with creditors of the Hirer:
- If any such circumstance occurs the Owner may terminate the hiring either by retaking possession of the Vehicle or by giving notice to the Hirer, such notice to take effect immediately.
- 15.2 In the following circumstances, this Rental Agreement will terminate immediately upon the happening of any of the following events:

- 15.2.1 If any officer of any court, or if any other person lawfully and with just cause takes any step towards seizing, attaching, or sequestering the Vehicle or if the landlord of any premises whereof the Hirer is a tenant lawfully and with just cause takes any step towards levying distress upon any premises of the Hirer or if the Vehicle is in any circumstances in fact seized, attached, arrested, sequestered, or detained upon;
- 15.2.2 If the Hirer takes any steps towards attempting to sell the Vehicle or parts with possession of the Vehicle or takes any step which tends prejudicially to affect the ownership or the rights of the Owner in the Vehicle;
- 15.2.3 If the Hirer being an individual either dies or has a petition for a bankruptcy order presented against them or there shall occur the apparent insolvency of them;
- 15.2.4 If the Hirer being a company has a petition to wind up the company granted by a court, passes a resolution for voluntary winding up or has a receiver appointed over all or part of its assets;
- 15.2.5 If the Hirer, being a limited company or a partnership is subject to a change in control (and for this purpose 'control' has the meaning set out in Section 840 Income and Corporation Taxes Act 1988).
- 15.3 If this Rental Agreement is terminated the Hirer shall at their own expense (unless the Owner has already taken possession of the Vehicle(s)) immediately return all relevant Vehicle(s) to the Owner at such place in the United Kingdom as the Owner may appoint. The Owner for the purpose of retaking possession of the Vehicle will have the right to enter any premises in the occupation or under the control of the Hirer. The Hirer irrevocably authorises the Owner or its servants or agents to unlock the premises or to take any other reasonable steps, whether forcible or not to obtain entry. In addition, the Hirer will pay the Owner all costs, charges and expenses whatsoever to which the Owner may be liable and/or due, together with any costs incurred in exercising the Owner's power of retaking the Vehicle including legal and administration costs and interest charges as detailed in clause 11.12 above.
- 15.4.1 If the Hirer fails to make payment of any Rental on the due date in accordance with Clause 13 then such failure shall constitute repudiation of this Rental Agreement by the Hirer which the Owner shall be entitled to accept;
- 15.4.2 If the Hirer shall have repudiated this Rental Agreement the Owner shall not waive or abandon its entitlement to accept repudiation by making any attempt to recover from the Hirer payment of any Rental which has become due but remains unpaid or any VAT or interest on such Rental, together with all and any other charges/costs as described in clause 11 and throughout this Agreement.
- 15.4.3 Any waiver or abandonment by the Owner of its entitlement to accept repudiation arising from any breach by the Hirer of this Rental Agreement shall not prejudice any entitlement of the Owner to accept repudiation by the Hirer arising from subsequent breach of a term or terms of this Rental Agreement.
- 15.5 If the hiring is terminated under this Clause 15 or if this Rental Agreement shall terminate by reason of repudiation by the Hirer accepted by the Owner the Hirer will pay to the Owner:
- 15.5.1 all unpaid Rentals and other payments due, more particularly defined in clause 11 above, and as compensation and/or liquidated damages for breach of this Rental Agreement an amount equal to the total Rentals payable during the Rental Period less the amount of the Rentals paid or which have become due less also an amount (if any) equal to a rebate of Rentals calculated at the rate of 3% per annum on such Rentals that have not accrued due; and
- 15.5.2 damages for any loss suffered by the Owner under this Rental Agreement or in respect of any breach of this Rental Agreement by the Hirer.

16. INFORMATION

- 16.1 You agree that we may use any information you have given us to carry out our own research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any relevant organisation. We can also give this information to the British Vehicle Rental Leasing Association (BVRLA), who can pass it on to any of its members for any purpose stated in the Data Protection Act 1998.

17. GENERAL

- 17.1 We are entitled to sub-contract the performance of our obligations under this Rental Agreement.
- 17.2 We are entitled to assign the benefit of this Rental Agreement in our absolute discretion, and shall notify you of any such assignment.
- 17.3 No relaxation of these terms and conditions of this Rental Agreement shall prejudice our strict rights or be construed as a waiver of any of them. If any of these terms and conditions is or becomes unenforceable in any respect, the enforceability of the others shall not in any way be affected or impaired.
- 17.4 No variation of this Rental Agreement shall be of any force unless in writing signed by an authorised person on behalf of each party.
- 17.5 We reserve the right to exchange the Vehicle where we in our absolute discretion consider it is not suitable for your operation which will include, without prejudice to the generality of the foregoing, where the Vehicle has incurred an exceptionally high mileage, any abuse, misuse or neglect or where the costs of maintaining the Vehicle are considered by us to be uneconomical.

18. NOTICES

Any notice given under this rental agreement shall be in writing and delivered by hand, first class post or facsimile transmission to either the last known address or registered office of the party receiving the notice. Notice shall be deemed to be given:

- 18.1 if hand delivered, at the time of delivery;
- 18.2 if posted, 48 hours after posting; or
- 18.3 if transmitted by facsimile, upon receipt by the sender of a confirmed log-out print out for the date, time and transmission of all pages.

19. GOVERNING LAW

This agreement is governed by the laws of England and subject to the exclusive jurisdiction of the English Court.

CONTACT NUMBERS

Main Contact: Mark Cox - 07747611670
Felixstowe: Colin Dee - 07747 698079