

# SCANIA TRUCK RENTAL TERMS AND CONDITIONS

PF / AW v3 040412

## 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) and all parts equipment and accessories;
- 1.2. "**Rentals**" means the rental payments specified in this Rental Agreement;
- 1.3. "**Rental Branch**" means the branch of the Owner from which the relevant Vehicle was hired;
- 1.4. "**we, us and our** " refers to the Owner, Scania (Great Britain) Limited, Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8HB (Registered Office); Registered in England Number 831017;
- 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 is deemed to commence as shown in this Rental Agreement;
- 1.8. "**Payment Terms**" means the payment terms specified on the front of this Rental Agreement or in Clause 13;
- 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 Collection and use of the Vehicle signifies your acceptance of these terms. You warrant that any employee or agent collecting the Vehicle and signing any rental agreement has full authority to do so. This authority includes any checks on condition, agreement of work required and authorisation to proceed at the Hirer's cost.
- 2.2 For the avoidance of doubt the terms of this Rental Agreement shall apply to the exclusion of 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 and Check-Out condition

- 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 bring the Vehicle back on time to the Rental Branch you are breaking the conditions of this Agreement. We shall charge you the full daily rate for every day or part day you have the Vehicle after you should have returned it to us. We may also charge all additional costs incurred in obtaining and administering the late return of the Vehicle. All of your responsibilities for the Vehicle continue in full even if the Vehicle is returned to us late.

3.2 When you take delivery of a Vehicle, the Rental Branch may inspect the Vehicle to check its condition and record the same on the Vehicle Check-Out/In Report which your representative may sign by way of acknowledgement. If there is no Check-Out report the Owner shall rely on the last available Check-In report and any records of remedial work and this shall be definitive of the condition of the Vehicle and you will be liable for any subsequent 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 including that caused by neglect or abuse, accident damage, hitting low level objects, such as bridges or low branches or otherwise.

4.2 You hire the Vehicle in the course of business.

4.3 You must not sell, rent lend or dispose of the Vehicle or any of its parts. You must not give anyone any legal rights over the Vehicle.

4.4 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 of agreed proper costs against a valid receipt for the work.

4.5 You must bring the Vehicle back to the Rental Branch you hired it from, by the time specified for its return during the opening hours displayed at that place. The rental branch 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 or inspection is not possible, you will remain responsible for the Vehicle and its condition until it is re-inspected by a member of staff.

4.6 You will have to pay for repairs to the Vehicle to comply with Clause 10.

4.7 Before you bring back the Vehicle you must check that you have not left any personal belongings in the Vehicle. We shall not be responsible for any such items and they shall in any event be deemed abandoned if not claimed within 7 days.

4.8 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.

4.9 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 and maintenance and in any event within three days of our requesting its return. No replacement vehicle will be provided for a Vehicle undergoing scheduled servicing or maintenance.

4.10 You are responsible for all costs incidental to your use of the Vehicle including bridge, ferry or road tolls or similar charges.

- 4.11 You are responsible for and fully indemnify is against all fixed or other penalties, including such severe sanctions as forfeiture, and any related costs incurred in respect of parking, traffic offences, congestion charges, low emission zone charges weight or noise restrictions, customs and other regulations relating to the operation of goods vehicles or any such similar schemes for any purpose.
- 4.12 If requested by us you will immediately provide the full names and contact details of any driver relevant to any notice we may receive in respect of any such penalties, and you will at all times maintain full and accurate records to enable you to do so.
- 4.13 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.
- 4.14 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.
- 4.15 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.
- 4.16 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.
- 4.17 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.
- 4.18 You must not assign the whole or any part of this Rental Agreement.
- 4.19 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.
- 4.20 You must not use the Vehicle for any illegal or immoral purpose.
- 4.21 You must not modify the Vehicle in any way without our prior written consent.
- 4.22 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.
- 4.23 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.
- 4.24 You must not allow the Vehicle to be used for hire, racing, pacemaking, reliability trials, speed testing or driver tuition.
- 4.25 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.
- 4.26 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;
  - 5.1.2. washing and cleaning the exterior and interior of the Vehicle.
- 5.2. You shall promptly at your own expense make the Vehicle available for inspection at any reasonable time on request from us and submit the Vehicle in accordance with clause 4.8 to the Rental Branch or any other repairing agent appointed by us for scheduled service and maintenance to be carried out in accordance with our obligations 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. The condition of any replacement vehicle will be checked in accordance with the procedure in 3.1 above.

## **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 "Agreed Charges" section on the face of this Rental Agreement and all repairs and replacements due to fair wear and tear. Unless agreed otherwise this shall also apply to tyres. You shall be responsible for all other repair or maintenance of the Vehicle including damage, abuse, misuse or neglect. Damage to windscreens and glass is excluded and in all cases is your responsibility. Any servicing shall be carried out during the normal working hours (Monday to Friday but excluding bank holidays) at the Rental Branch or repairing agent (which agent shall be solely appointed by us) to whom the Vehicle is delivered for such servicing.
- 6.2. We will provide a road fund licence for the Vehicle and we shall obtain and renew the road fund licence for the Vehicle for each year or part thereof during the Rental Period. You will not use or otherwise deal with the Vehicle in such a way that the rate of Road Fund Licence changes, and if you do so you fully indemnify us against all increases and cost incurred in affecting the change.
- 6.3. Other than through Hirer abuse or neglect, or a breach of the Hirer's obligations under clause 5 we shall endeavour to supply a replacement vehicle from our own fleet in the United Kingdom only, within 24 hours of our being notified of mechanical breakdown.
- 6.4. If we are unable to provide a replacement Vehicle under Clause 6.3 we shall credit you with one day's rental for each full day that we do not supply a replacement vehicle to you, for the residue of any Rental Period, or to any earlier effective termination of the rental. 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. When notified that the Vehicle is ready for collection you shall return the replacement vehicle within 24 hours 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. This is in addition to the payment for the original Vehicle contracted for, and any costs incurred by us obtaining and administering the return of the replacement Vehicle.

6.6. Our sole responsibility is to provide a replacement which is as close as practicable to the same category and age 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 we 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 or breach of strict statutory liability 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), you agree to indemnify and keep us indemnified against:-

7.3.1. all losses, claims, costs, damages and liabilities arising from possession and use of the Vehicle other than death or personal injury resulting from our negligence or breach of strict statutory liability or 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 your use/misuse of the Vehicle during the contractual term or until otherwise returned to us;

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 until return to the Rental Branch and Check In by us. You will keep in force at all times a comprehensive insurance policy (which you will produce to us on commencement of the rental period and at any other time on demand together with a current certificate of insurance and receipt for premium paid) covering the Vehicle against all risks. 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. No other own-risk, excess or self insurance arrangements shall apply without our express prior written agreement, at our absolute discretion and at all times without prejudice to your liability for the Vehicle.
- 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. You shall immediately notify us of any insured event with full details. You shall not admit liability or pay any money to anyone or compromise any claim without our written consent. You shall allow us to take over the conduct of negotiations up to and including settlement, enforcement and receipt for monies (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. 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 moneys 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 agreed and 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. We may give prior consent for you to reinstate or repair the Vehicle (if not a total loss) at your own expense (including any applicable insurance proceeds). You shall continue to pay the Rentals in respect of such Vehicle until such reinstatement or repair is completed to the Owners reasonable satisfaction.
- 8.6. 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, nor smoke at any time in the Vehicle.
  - 9.2.2. must not drive the Vehicle outside the United Kingdom, unless our prior written consent has been given, which shall not be unreasonably withheld for EU / EEA member states.

- 9.2.3. must ensure that the Vehicle is driven in a skilful and proper manner only by a person nominated by you and who:
- 9.2.4. must be at least 21 years of age;
- 9.2.5. must be adequately experienced and the holder of all current full licences permitting the driver to drive the vehicle and operate any ancillary equipment;
- 9.2.6. must not be a person using a false name or address;
- 9.2.7. must not be a person who is unfit to drive by reason of drink, drugs or any other physical or mental incapacity.
- 9.2.8. 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 You will return the Vehicle to us at the Rental Branch the Vehicle was hired from or at such other place as we shall reasonably appoint in the condition it was in on the Commencement Date (including cleanliness, fuel and AdBlue levels). Rentals will continue to be payable until satisfactory return. The Vehicle must also;
  - 10.1.1 be accompanied by copies of all its service records;
  - 10.1.2 be of the same specification as at the commencement of hire including accessories body and equipment as appropriate (unless any change has been agreed by us);
  - 10.1.3 have had any accident damage satisfactorily repaired;
  - 10.1.4 be 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 have cab and cargo areas in clean and serviceable condition (other than those noted on the Vehicle Check Out/In Report at the commencement of the Rental Period). If the Vehicle requires more than our standard valeting (cleaning) you will pay the cost of this.
  - 10.1.6 have tyres free from damage and of equivalent quality and brand being either Michelin, Goodyear and Bridgestone and fitted in accordance with good industry practice.
- 10.2 In relation to any defects in the Vehicle's return condition we may 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 you shall indemnify us against and pay on demand all related costs and expenses incurred or to be incurred by us.

## **11. Charges**

Please note that this clause survives termination of this Agreement.

You agree to pay the following charges:

- 11.1. the Rental(s) and any other charges payable according to this Rental Agreement,
- 11.2. 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 and AdBlue service charge if you have used, and not replaced, the fuel or AdBlue that we supplied originally. The charge is based on the rates published on the return date at the place you rented the Vehicle;
- 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, costs and regulatory charges 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 lost 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).
- 11.6. a loss of income charge if we cannot rent out the Vehicle because it needs to be repaired, it is a write-off (can't practically be repaired) or it has been stolen impounded or you are unable to return it for any other reason, until such time as the Vehicle is duly returned to us or we are reimbursed its full replacement value;
- 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 or other enforcement body seizing the Vehicle, together with loss-of-income charge while we cannot rent out the Vehicle,
- 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 Barclays Bank 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 and Cost Base**

- 13.1 Payment shall be due in advance against the Hirer's invoice or such other terms as expressly agreed in writing from time to time.
- 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 the Rental Branch you hired the Vehicle from or us straight away.

**15. Default and Termination**

- 15.1 For any Rental Period less than 30 days, we may terminate by giving 24 hours notice. For any Rental Period exceeding 30 days, we may terminate by 14 days notice expiring at any time after the initial 30 days.
  - 15.1.1 We will be entitled to terminate this Rental Agreement immediately upon giving written notice in any of the following circumstances:
    - 15.1.2 If You have made any untrue statement or given any false information to us concerning this Rental Agreement;
    - 15.1.3 You fail to pay any sum payable on the due date under this Rental Agreement whether by way of Rental or interest or otherwise;
    - 15.1.4 if You commit or threaten to commit any breach whatsoever of this Rental Agreement;
    - 15.1.5 if You have an administrator or a receiver appointed; or
    - 15.1.6 if You call a meeting of or make any scheme of arrangement or composition with creditors.
    - 15.1.7 if the circumstances under Clause 17.5 arise,

If any such circumstance occurs we may terminate the hiring either by retaking possession of the Vehicle or by giving notice to you, 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 you are a tenant lawfully and with just cause takes any step towards levying distress upon any premises of yours or if the Vehicle is in any circumstances in fact seized, attached, arrested, sequestered, or distrained upon:
  - 15.2.2 If you take any steps towards attempting to sell the Vehicle or parts with possession of the Vehicle or takes any step which tends prejudicially to affect our ownership or the rights of in the Vehicle:
  - 15.2.3 If you being an individual either die or have a petition for a bankruptcy order presented against you or there shall occur the apparent insolvency of you:
  - 15.2.4 If you being a company have a petition to wind up the company granted by a court, passes a resolution for voluntary winding up or have a receiver appointed over all or part of your assets:
  - 15.2.5 If you, being a limited company or a partnership are 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 you shall at your own expense (unless we have already taken possession of the Vehicle(s)) immediately return all relevant Vehicle(s) to us at such place in the United Kingdom as we may appoint. We, for the purpose of retaking possession of the Vehicle will have the right to enter any premises in your occupation or under your control. You irrevocably authorise us or our servants or agents to unlock the premises or to take any other reasonable steps to obtain entry. In addition, you will pay us all costs, charges and expenses whatsoever to which we may be liable and/or due, together with any costs incurred in exercising our power of retaking the Vehicle including legal and administration costs and interest charges as detailed in clause 11.12 above.
- 15.4.1 If you fail 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 you which we shall be entitled to accept;
- 15.4.2 If you shall have repudiated this Rental Agreement we shall not waive or abandon our entitlement to accept repudiation by making any attempt to recover from you 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 us of our entitlement to accept repudiation arising from any breach by you of this Rental Agreement shall not prejudice any entitlement of us to accept repudiation by you 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 you accepted by us you will pay to us;
- 15.5.1 all unpaid Rentals and other payments due, more particularly defined in clause 11 above; and
- 15.5.2 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
- 15.5.3 damages for any loss suffered by us under this Rental Agreement or in respect of any breach of this Rental Agreement by you.

## **16. Information**

You agree that we may use any information you have give us to carry out our own research and approvals for any rental. Credit and other account experience may be passed to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any relevant organisation

## **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, and the affected clause shall be replaced with a clause which achieves as nearly as possible the intention or effect of that clause.
- 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 or terminate the rental and have the Vehicle returned 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, recorded first class post or receipted email 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 during normal office hours, at the time of delivery;
- 18.2 if posted, two working days after posting; or
- 18.3 If sent by email to a verified current email address of the departmental manager or a director of the recipient during normal office hours, then upon receipt by the sender of a successful delivery log;

**19. Governing Law**

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