

HIRE AGREEMENT

between

[HIRER]

and

[Lessor]

THIS AGREEMENT IS DATED

PARTIES

(1) The lessor trading in England and Wales from premises at Great Eccleston, Preston (**Owner Operator**)

AND

(2) [FULL CUSTOMER NAME AND ADDRESS](**Hirer**)

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: the date that the Hirer takes Delivery of the Equipment.

Delivery: the transfer of physical possession of the Equipment to the Hirer.

Deposit: the deposit amount set out in the Payment Schedule.

Equipment: Ford Transit Autoroller 700

Payment Schedule: Schedule 1 which sets out the sums payable under this agreement.

Owner Operator: the lessor

Site: the Hirer's premises, delivery address for transfer of physical possession or the agreed holiday destination.

Rental Payments: the payments made by or on behalf of Hirer for hire of the Equipment.

Rental Period: the period of hire as set out in clause 3.

Total Loss: due to the Hirer's default the Equipment is, in the Owner Operator's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

VAT: where and if applicable value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and or it is in force as at the date of this agreement.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and e-mail.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Equipment hire

The Owner Operator shall hire the Equipment to the Hirer subject to the terms and conditions of this agreement.

3. Rental Period

The Rental Period starts on the Commencement Date and shall continue for a period as explicitly agreed within the emailed correspondence, acknowledged by the Hirer, unless this agreement is terminated earlier in accordance with its terms.

4. Rental Payments and Deposit

The Hirer shall pay the Rental Payments to the Owner Operator in accordance with the Payment Schedule. The Rental Payments shall be paid in pounds sterling and shall be made by PayPal, cash, bank transfer or bank cheque duly cleared.

The Rental Payments are exclusive of VAT as and where applicable and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.

All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

If the Hirer fails to make a payment due to the Owner Operator under this agreement by the due date, then, without limiting the Owner Operator's remedies, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

The Deposit is a deposit against default by the Hirer of payment of any Rental Payments or any loss of or damage caused to the Equipment. The Hirer shall, on the date of this agreement, pay a deposit equal to 20% of the full rental price agreed to the Owner Operator. If the Hirer fails to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part), the Owner Operator shall be entitled to apply the Deposit against such default, loss or damage. The Hirer shall pay to the Owner Operator any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within ten (10) Business Days of the end of the Rental Period.

5. Delivery

Delivery of the Equipment shall be made by the Owner Operator to the Hirer or its representative. The Owner Operator shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 6 of this agreement.

The Hirer shall procure that a duly authorised representative of the Hirer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards

any latent defects not reasonably apparent on inspection). If required by the Owner Operator, the Hirer's duly authorised representative shall sign a receipt confirming such acceptance.

To facilitate Delivery the Hirer shall provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.

6. Title, risk and insurance

The Equipment shall at all times remain the property of the Owner Operator, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (**Risk Period**) until such time as the Equipment is redelivered to the Owner Operator. During the Rental Period the Owner Operator shall, at its own expense and included within the rental cost, obtain and maintain the following insurances:

insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Owner Operator may from time to time nominate in writing;

insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Owner Operator may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Owner Operator may from time to time consider reasonably necessary and advise to the Hirer.

The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.

The Hirer shall give immediate written notice to the Owner Operator in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.

If the Hirer fails to effect, abide by or maintain any of the terms of insurances required under this agreement, the Owner Operator shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Hirer.

The Owner Operator may supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Hirer and proof of premium payment to the Owner Operator to confirm the insurance arrangements in the event they need to be disclosed to any relevant third party or as required by law.

7. Hirer's responsibilities

The Hirer shall during the term of this agreement:

ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet the requirements agreed hereto, used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions provided by the Owner Operator;

take such steps (including compliance with all safety and usage instructions provided by the Owner Operator) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including where appropriate and outside the scope of any rental terms replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;

make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Owner Operator immediately upon installation;

keep the Owner Operator fully informed of all material matters relating to the Equipment whilst on hire;

permit the Owner Operator or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Equipment or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

not, without the prior written consent of the Owner Operator, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

not without the prior written consent of the Owner Operator, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to

any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Hirer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Owner Operator against all losses, costs or expenses incurred as a result of such affixation or removal;

not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Owner Operator in the Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that the Owner Operator may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Owner Operator of any rights such person may have or acquire in the Equipment and a right for the Owner Operator to enter onto such land or building to remove the Equipment;

not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify the Owner Operator and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Owner Operator on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

not use the Equipment for any unlawful purpose;

ensure that at all times the Equipment remains identifiable as being the Owner Operator's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as the Owner Operator requires, or if necessary allow the Owner Operator or its representatives access to the Equipment or any premises where the Equipment is located for the purpose of removing the Equipment; and

not do or permit to be done anything which could invalidate the insurances referred to in this agreement

The Hirer acknowledges that the Owner Operator shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify the Owner Operator on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of this agreement.

8. Warranty

The Owner Operator warrants that the Equipment shall substantially conform to its specification (as made available by the Owner Operator), be of satisfactory quality and fit for any purpose held out by the Owner Operator. The Owner Operator shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which after Delivery, prevents the Hirer from enjoying the Equipment in accordance with the terms of the rental provided that:

the Hirer notifies the Owner Operator of any defect within 24 hours of the defect occurring [or of becoming aware of the defect];

the Owner Operator is permitted to make a full examination of the alleged defect;

the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Owner Operator's authorised personnel;

the defect did not arise out of any information, design or any other assistance supplied or furnished by the Hirer or on its behalf; and

the defect is directly attributable to defective material, workmanship or design.

If the Owner Operator or its appointed representatives and or Insurers fails to remedy any material defect in the Equipment the Owner Operator shall, at the Hirer's request, accept the return of all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).

9. Liability

Without prejudice to , the Owner Operator's maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £5,000,000.

Nothing in this agreement shall exclude or in any way limit:

either party's liability for death or personal injury caused by its own negligence;

either party's liability for fraud or fraudulent misrepresentation; or

any other liability which cannot be excluded by law.

This agreement sets forth the full extent of the Owner Operator's obligations and liabilities in respect of the Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner Operator except as specifically stated in this agreement. Any condition, warranty or other term concerning the

Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

Without prejudice to clause 10, the Hirer shall be liable, to the Owner Operator, under this agreement for any:

- loss of profit;
- loss of revenue;
- loss of business; or
- indirect or consequential loss or damage,

in each case, however caused.

10. Termination

Without affecting any other right or remedy available to it, the Owner Operator may terminate this agreement with immediate effect by giving notice to the Hirer if:

the Hirer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 5 days after being notified to make such payment;

the Hirer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 24 hours after being notified to do so;

the Hirer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 and or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;

the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;

a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer;

an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Hirer (being a company);

the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;

a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer;

the Hirer (being an individual) is the subject of a bankruptcy petition, application or order;

a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days;

any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this agreement;

the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or

Material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Owner Operator would otherwise derive from:

a substantial portion of this agreement; or

any of the obligations set out in above

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

11. Consequences of termination

Upon termination of this agreement, however caused:

the Owner Operator's consent to the Hirer's possession of the Equipment shall terminate and the Owner Operator may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to the Owner Operator on demand:

all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued;

any costs and expenses incurred by the Owner Operator in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

Upon termination of this agreement, any other repudiation of this agreement by the Hirer which is accepted by the Owner Operator, without prejudice to any other rights or remedies of the Owner Operator, the Hirer shall pay to the Owner Operator on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less:

a discount for accelerated payment at the percentage rate set out in the Payment Schedule; and

the Owner Operator's reasonable assessment of the market value of the Equipment on sale.

The sums payable shall be agreed compensation for the Owner Operator's loss and shall be payable. Such sums may be partly or wholly recovered from any Deposit.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

13. Assignment and other dealings

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

14. Entire agreement

This agreement and the special conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

15. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. Further assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

18. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

No counterpart shall be effective until each party has executed [and delivered] at least one counterpart.

19. Third party rights

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

20. Notices

Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

sent by fax to its main fax number.

Any notice or communication shall be deemed to have been received:

if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

if sent by pre-paid first-class post or other next working day delivery service, at [9.00 am] on the second Business Day after posting [or at the time recorded by the delivery service].

if sent by fax, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20a. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Equipment Schedule

Make: Ford Transit 2.4L Diesel

Model: Rollerteam 700

In the Equipment, the following is provided for use as part of the rental:

- Fridge
- Freezer
- 12v T.V.
- Sat Nav
- Reversing Camera
- Vacuum Cleaner

SPECIAL TERMS AND CONDITIONS:

Eligibility & Licences

I/we acknowledge that:

- Drivers must be between 25 to 75 years of age, of good health and have held a full valid driving licence for more than 2 years.
- Drivers are required to have a full driving licence with full disclosure as to any penalties and or endorsements.
- Production of a valid standard driver's licence is required from all drivers at the start of the hire.
- Drivers are personally liable for all legal penalties (e.g.: parking and speeding tickets) which are incurred during the period of hire.
- Details of additional drivers are required as above.
- There is a maximum of 3 drivers per rental.
- All Drivers must provide 2 separate forms of identification. A photographic licence and utility bill. If a licence has no photo, then a passport is required. All non UK licence holders must supply passport on collection.
- All UK licenses will be checked via DVLA for endorsements. A code will need to be generated from the DVLA website to allow us to check.

Please note: If the Hirer has incurred any serious convictions within the last 11 years, 6 or more penalty points, or any concerns regarding points on your licence, please contact us before hire.

Agreed Additional Charges

I/we agree to pay to the lessor:

All rental charges.

- The nominated cleaning fee of £100.00 if the Vehicle is not returned with the interior in a clean condition.
- All rental charges.
- The security deposit of £500.00
- The nominated additional fee of £100.00 if the toilet is not emptied or cassette housing area is not cleaned prior to the return of the Vehicle.
- The cost to refill the fuel tank at 25% + VAT above current forecourt prices.
- The set cost for failure to refill the LPG gas is £20 plus VAT at the standard rate.
- The nominated cancellation fee in the event of cancellation of this agreement prior to the collection of the Vehicle.
- Any amounts due in respect to damage to the Vehicle or to property of a third party.
- All other additional charges as they are incurred, including but not limited to,

government fees and duties, parking and traffic infringement penalties, road toll fines, London congestion charges, and associated administration costs.

- Any other fees or charges payable by me/us as the Hirer(s) pursuant to this Agreement. This includes any costs incurred by the lessor as a result of any breach by me of the terms of this Agreement.
- An additional charge of £50.00 per hour for all late returns applies.
- The cost to recover a Vehicle which has become bogged will lie wholly with the Hirer.

I/we also further acknowledge that:

Booking Deposit - A reservation is only binding after it has been confirmed by the lessor and a booking deposit of 20% of the total rental cost has been received. Once the reservation is confirmed, an invoice will be issued by email with the date for the remaining balance to be paid by agreement within email correspondence with the Hirer.

Remaining Balance - Settlement of the remaining balance will be due six weeks prior to departure and this will be taken from the deposit card held on file on the agreed due date. For late bookings (less than six weeks before departure), 20% of the full rental price is payable on booking. The lessor reserves the right to cancel the booking if payment is not received six weeks prior to departure.

Security Deposit - There is a refundable £500.00 Security Deposit payable by payment by BACS or through PayPal. only. The amount will be debited from my/our account immediately on collection of the vehicle. This is fully refundable within 7 working days of the return of the vehicle to the agreed location, on the agreed date and time, in the same condition as it was let out to me. I/we irrevocably authorise the lessor to deduct from the Security Deposit any amounts due by me/us should the conditions set out herein not be met. The lessor reserves the right to increase the security deposit for specific events (e.g. sports fixtures, music festivals, etc.) to £1,000.00.

Cancellation charges: More than 6 weeks before will mean that the booking deposit will be retained in full.

6 weeks - 2 weeks: 50% of total hire charge will be retained.

2 weeks – or less: 100% of total hire charge will be retained.

Payment

- Payment is by credit or debit card or bank transfer. Vehicles will not be released without full payment being completed.
- The lessor is irrevocably authorised to complete any documentation and to take any other action to recover from my/our credit card issuer all amounts due by me/us pursuant to this Agreement.
- We/I will not dispute my/our liability to the lessor for any amount due under this agreement and I/we shall indemnify and keep indemnified the lessor against any loss incurred (including legal costs) by reason of notifying my/our credit card issuer of such dispute.
- I/we also acknowledge that all transactions under this agreement are conducted in Pounds Sterling. Where applicable and due to exchange rate fluctuations, there could be variance between the amount initially debited against my/our debit/ credit card and the amount

refunded after the expiration of the rental period. I/we release the lessor from any liability for such variation.

- All charges and expenses payable by me/us under this Agreement are due on demand by the lessor. If I/we do not pay all charges when due, I/we agree to pay a late charge of 1.5% per month on the outstanding balance and any collection costs incurred by the lessor, including reasonable legal fees if applicable.
- When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the customer pursuant to this Agreement.
- Total charges as set out on the Rental Agreement are not final. I/we will pay any shortfall in charges to the lessor and I/we will receive a refund for any overcharge acknowledged by the lessor.

Collection and Return

The lessor's Motorhome depot is located at Raikes Road, Great Eccleston, Preston.

The normal office opening hours are Monday to Friday 08:30-17:30, Saturday 08:30-16:00 (1400 October-March) and Sunday by Appointment only.

Vehicle collections are normally from 14:00 and returns are between 08:30-10:30 but we reserve the right to change these times.

I/we further agree to:

- Set aside 1 hour for the hand-over at the lessor's to allow the staff to complete the documentation and demonstrate the vehicle to me/us.
- Return the Vehicle on the date and time stated, on the rental agreement.
- Unless otherwise agreed this time is between 08:30-10:30.
- If I am/we are late returning, I/we understand that the lessor must be advised immediately. Failure to advise the lessor may result in prosecution for driving whilst uninsured.

I/we also further acknowledge that:

- Having received the Vehicle in a clean condition, in sound working order, in accordance with the Departure Checklist and with a full fuel tank and the toilet empty I will return the vehicle in the same condition, otherwise a charge will be made as cited above.
- The lessor will not refund to me/us any monies, nor have any obligation to provide a replacement vehicle, if the Vehicle is returned or I/we cease to have the use of the Vehicle prior to the return date for any reason e.g. accident, weather or theft.

Use of the Vehicle

The lessor reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause. Each person is to use the safety restraints provided at all times whilst the vehicle is in motion. I/we

will not allow any animals to be carried in the Vehicle, unless otherwise agreed with the lessor. I/we will also not allow any pets on the soft furnishings as this will result in a further cleaning charge.

I/we agree that during the rental period, I/we shall not make any alterations or additions to the Vehicle without the prior written consent of the lessor

I/we will not allow the Vehicle to be;

- Used for any illegal purpose, for any rally, race or contest.
- Used to tow any vehicle or trailer.
- Used to carry passengers or property for hire or reward.
- Used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in the agreement.
- Used to carry volatile liquids, gases (other than Gas Bottles already fitted) explosives or other corrosive or inflammable material.
- Otherwise used in breach of my obligations under this Agreement.
- Driven otherwise than in a cautious, prudent and normal manner.
- Used in a manner which could cause damage.
- Driven in a prohibited area or in an area other than the areas indicated by me to the lessor.
- Driven on roads that are not sealed / bitumen roads.
- Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
- Left with the ignition key in the vehicle while it is unoccupied.
- Left unoccupied without closing the blinds/curtains for added security.

Driven by persons:

- Under the age of 25 years; or
- Who are not authorised by law or the lessor to drive the Vehicle.

Damaged by:

- submersion in water and or contact with any salt water.

Maintenance

I/we shall take all reasonable steps to properly maintain the Vehicle, including oil checks, water and batteries.

I/we acknowledge that the lessor will reimburse me/us for expenditure up to £40.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle (not including the water system, refrigerator, heating, audio and TV/DVD equipment) provided that:

I/we produce relevant receipts.

I/we have received the prior consent of the lessor.

The damage is not due to my/our fault or breach of this Agreement.

Subject to the terms of this agreement, I/we will pay for the cost of repairing or replacing tyres damaged during the Rental Period provided that the lessor will reimburse me/us for expenditure reasonably incurred if;

- I/we produce relevant receipts.
- The tyre is defective and is returned by me to the lessor for inspection.
- The manufacturer accepts liability under its warranty.

I/we will be liable for any costs associated with the incorrect use of fuel which for this equipment is diesel.

Responsibility if an accident occurs:

In the event of an accident, loss or damage arising out of the use of the vehicle, I/we will:

- Notify the lessor as soon as practicable or at least within 24 hours of the happening of the event.
- Obtain the names and addresses of third parties and any witnesses and report the event to the nearest police station.
- Complete a European accident report form as supplied (when in Europe).
- Not make any admission of liability to other parties, settlement offer or other like offer.
- Assist the lessor in handling any claim arising from any event, including providing all relevant information and attending Court to give evidence.

I/we acknowledge that the excess or other amount due by me/us in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period.

I/we will pay for any costs relating to the delivery of a change over vehicle as a result of an accident regardless of which party is at fault.

Insurance Cover

I am/we are aware that:

- The Vehicle is insured for damage to the Vehicle and the property of a third party.
- The excess is £500.00 Accidental Damage, Fire, Theft & Glass (£750.00 excess for drivers aged 23 & 24 and £1,000 excess for drivers aged 21 & 22 and for drivers aged 76 to 79).

Negligence

I am/we are aware that;

- I am/we are responsible for any damage above cab height as this is deemed as negligence.
- I am/we are responsible for any damage howsoever caused to the awning.
- Any damage howsoever caused to the interior of the motorhome.

- I am/we are responsible for the rectification of any frozen pipe work.

Change of Vehicle

The lessor reserves the right, at its absolute discretion, to substitute a comparable or superior Vehicle for the Vehicle.

In that event, I/we shall not be liable for any increased rental or other charges save for any addition running costs pertaining to the substitute vehicle.

Such substitution shall not entitle me/us to any refund and does not constitute a breach of this Agreement.

Terminating the Agreement

I/we acknowledge that the lessor may terminate this Agreement and repossess the Vehicle at any time, without notification to me/us, and that I/we will pay the reasonable costs of repossessing the Vehicle, including towing charges if;

- I am/we are in breach of any term of this Agreement.
- I/we have obtained the Vehicle through fraud or misrepresentation.
- The Vehicle appears to be abandoned.
- The Vehicle is not returned on the agreed return date or the lessor reasonably believes that the Vehicle will not be returned on the agreed return date.
- The lessor considers on reasonable grounds, that the safety of passengers or the condition of the Vehicle is endangered. I/we understand that in the event of such termination or repossession, I/we have no right to a refund of any part of the rental charges or the Security Deposit.

Release & Indemnity of the lessor

Subject to its obligation to deliver the Vehicle or an appropriate substitute vehicle, I/we release the lessor, his employees and agents, from any liability to me/us (regardless of who is at fault) for any loss or damage incurred by me by reason of this Agreement, including but not limited to:

- Any loss or damage caused by breakdown, mechanical defect, accident or the Vehicle being unsuitable for my/our purpose;
- Any loss or damage to any property left in or on the Vehicle, in any service vehicle or on any of the lessor's premises or recovered or handled by the lessor.

Subject to any insurance arrangements agreed with the lessor, I/we hereby indemnify and shall keep indemnified the lessor, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Vehicle.

Title to Vehicle

I/we acknowledge that the lessor retains title to the Vehicle and that I/we possess the goods as a Bailee only. I/we do not have any right to pledge the lessor's credit in connection with the

Vehicle and agree not to do so. I/we shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

Changes

Any changes to this agreement must be in writing and must be signed on behalf of the lessor and by me/us.

SIGNED BY THE HIRER(S):.....

DATE:.....

ACKNOWLEDGED BY THE OWNER OPERATOR:.....

DATE:.....