

General Hire Agreement Terms and Conditions

TERMS

We J&B Bulk Haulage Ltd ('The Company') of Braydon Lane Garage, Chelworth Industrial Estate, Cricklade, Wiltshire, SN6 6HQ agree to Hire to you, and you agree to Hire from us, the Vehicles as described on The Hire Agreement for the period shown on the said agreement ('the Hire Period') on the following terms.

References to the Vehicle include all accessories and any new or replacement parts and/or additions in or on the Vehicle.

1 Making this Agreement

1.1 This Agreement is made on the date of our signature on the Hire Agreement, and the Period of Hire will begin on the date when the Customer accepts or is deemed to have accepted delivery of the Vehicle(s) and ending at the completion of the 'Hire Period'.

1.2 English law is applicable to this Agreement. The parties to this Agreement irrevocably agree that, for the exclusive benefit of the Company, the courts of England shall have jurisdiction to determine any dispute which may arise out of or in connection with this Agreement. This Agreement shall not limit the Company's right to bring any proceedings against any other party to this Agreement in any other court of competent jurisdiction whether concurrently or not.

1.3 Before accepting the Vehicle, the Customer must inspect and test it and only accept the Vehicle if it is satisfactory. If the Customer accepts delivery and does not reject the Vehicle when delivery is tendered, the Customer will be deemed to accept the Vehicle for the purposes of this Agreement. The Customer's acceptance of delivery of the Vehicle constitutes an acknowledgement that the Vehicle complies with the Customer's specifications and requirements. Alterations may not be made to any Vehicle without the prior written consent of the Company. All replacements to, renewals of, alterations and additions to the Vehicle shall become the property of the Company.

1.4 Title in the Vehicle will not pass to the Customer at any time. Risk in the Vehicle will pass to the Customer on delivery of the Vehicle to the Customer. Any loss or damage or injury to the Vehicle or any person using it or to any person as a consequence of the Vehicle or its use, shall be the Customer's risk. The Customer and / or the Customer's employees must not hold themselves out to be the owner of the Vehicle at any time during the course of this Agreement.

2 Payment

2.1 The Customer shall pay to the Company in respect of the Hire of the Vehicle the sums set out and shown in the Hire Agreement as follows:

2.1.1 A payment in advance of the initial Hire as set out in the Hire Agreement such sum to be paid at the time of signing of the Agreement by the Customer and

2.1.2 The subsequent Hire charges. (payable on receipt of our invoice).

2.2 You must pay the Hire charges (plus VAT as provided by Term 2.4 below) at the times stated. If you do not pay any Hire charges by the time it is due, we can terminate this Agreement as stated in Term 7.

2.3 We will charge you an administration fee of up to £25 (plus VAT) for any late payments that fail to reach us by the due date stated on invoices, missed or cancelled direct debit payments, and unpaid, rejected or cancelled cheques, and thereafter increase to £75 (plus VAT) for all subsequent failures.

2.4 You must pay VAT at the rate from time to time in force on each Hire payable under this Agreement.

2.5 The Customer shall make all such payments without set-off, deductions or counterclaim.

2.6 The Hire charges shown in the Hire Agreement are calculated assuming that the rate of Corporation Tax in force at the time this Agreement is made will not change during the Hire Period. This is called the 'Assumed Rate'. If you want to know what the Assumed Rate is we will tell you. If the rate of Corporation Tax goes above the Assumed Rate we may adjust the Hire charges so that our rate of return after tax remains the same. We will notify you in writing if any such adjustment is to be made. Any such adjustment will take effect immediately. If the Hire of the Vehicle terminates (or is terminated) before any such adjustment is made you will have to pay us, when we ask, a further Hire charges of an amount calculated to ensure that our rate of return after tax remains the same. All our calculations are final and are binding on you.

2.7 If you owe us money under another agreement, we can take any payment that you make under this Agreement as payment against the other debt. You must pay VAT at the rate from time to time in force on each Hire cost payable under this Agreement.

2.8 We reserve the right to amend the Hire charges should the payment terms, specification/legislation change or any increase to our operating costs.

3 Substitute vehicle

3.1 At any time during the Hire Period we may substitute the Vehicle with another vehicle of similar model, age and condition. The terms of this Agreement shall then apply to the substitute vehicle. Any substitution of a vehicle will not affect your or our existing rights.

3.2 You shall be liable to pay the Hire charges and all other payments due under this agreement notwithstanding that the vehicle is unusable for any reason during the Hire period and we will not be responsible for any consequential losses. We may provide a replacement vehicle at our discretion but will not be held liable to provide a replacement vehicle as part of the agreement.

4 Restrictions relating to the Vehicle

4.1 You must keep the Vehicle in your possession and control and must not sell or otherwise dispose of it or attempt to do so. You must immediately pay any amount needed to remove any lien or other right another person may have over the Vehicle. You must not use the Vehicle as security for a loan or other obligation.

4.2 You must not allow the Vehicle to be taken outside the United Kingdom without our permission.

4.3 You must not use the Vehicle, or allow it to be used, for racing, trials or rallying.

4.4 You must pay all Penalty Charge Notices (PCNs), bridge tolls (inc Dartford Crossing), charge scheme penalties, speeding fines, taxes, insurance premiums, fines and other payments associated with the Vehicle or arising out of or as a result of the seizure of the vehicle by any statutory authorities as they fall due.

4.5 If we make any of the payments which this Term 4 requires you to make, you must pay us back when we ask you to do so.

4.6 You must keep the Vehicle in good repair and condition. You will be responsible for any damage to or deterioration of the Vehicle except through fair wear and tear.

4.7 You must allow us to see the Vehicle at all reasonable times.

4.8 You must tell us at once if you change address. If you do not, you must pay us, when we ask, any expenses we incur in tracing you.

4.9 You must not make any addition or alteration to the Vehicle without our written consent.

4.10 Usage of the vehicle is restricted to 150,000km per year or 3,000 km per week. Excess usage is monitored weekly by our vehicle tracking system and charged weekly and excess usage charges will be applied over and above 3,000km per week unless otherwise stated on the contract.

5 Insurance of Vehicle

5.1 The Customer must insure the Vehicle throughout the duration of the Period of Hire (and after then until return of the Vehicle to the Company) with a reputable insurance provider at the Customer's own expense. The insurance must be comprehensive for all usual risks (including fire, theft and accident and third party liability) and for the full replacement value of the Vehicle without any unusual excess or restriction. The Company may require to approve the Customer's choice of insurers. The Customer must tell the insurer to note the Company's interest on the insurance policy and the policy must name the Company as an additional insured party. On demand the Customer will produce to the Company evidence of the insurance and that all premiums have been paid. If the Customer does not pay the premium, the Company may do so and recover the cost from the Customer. The Customer shall pay any insurance money received from the insurance provider to the Company or otherwise in accordance with Term 5.2

5.2 Insurance claim: The Customer will notify the Company immediately of any material loss or damage to the Vehicle and provide the following information:

5.2.1 a short description of the events leading to the damage; and

5.2.2 the type of damage to the Vehicle and the anticipated costs for repairing the Vehicle by submitting a copy of an expert opinion obtained for that purpose (if any).

The Customer irrevocably authorises the Company to conduct negotiations with the insurer for any material claim in respect of the Vehicle and to settle any material claim on reasonable terms. The Customer agrees to abide by any settlement or arrangement made with the insurers by the Company. The Company will not be liable to the Customer for any loss or damage arising from dealings with the insurer except where the loss or damage is caused as a direct result of the Company's negligence. The Customer is obliged to use its best efforts to assist the Company in the enforcement of any insurance claim in accordance with the Company's instructions, including, if applicable after the Agreement has terminated. If loss or damage occurs that does not amount to Total Loss, the Customer shall apply any insurance money payable in making good the loss or damage.

5.3 Total loss: If the Vehicle is a write-off and the insurer pays out on a total loss basis, then:

5.3.1 The Insurance Termination Payment will become due and the Hiree must pay this to the Company;

5.3.2 The Residual Value Discounted will become due and the Hiree must pay this to the Company;

5.3.3 The insurance money will be applied in or towards payment of the Insurance Termination Payment, the Residual Value Discounted and of any other sums owing to the Company and the Hiree will assign to the Company the Hiree's rights in the insurance money;

5.3.4 Upon payment to the Company of the Insurance Termination Payment, the Residual Value Discounted and of any sums owing, the Vehicle Hire Agreement relating to that vehicle will terminate but otherwise any loss or damage to the Vehicle will not affect the continuation of the Agreement or frustrate it or affect the Hiree's liability to pay the Insurance Termination Payment and the Residual Value Discounted;

5.3.5 The Hiree must continue to pay the Hire Charges to the Company until the Company have received the Insurance Termination Payment and the Residual Value Discounted;

5.3.6 If the insurance money received by the Company shall exceed the sums payable by the Hiree to the Company, then the Company may at the Company's discretion apply such money towards reduction of any sum due and owing to the Company under any other Agreement the Hiree has with the Company. If the Company decides not to apply the money in this way the Company shall account to the Hiree for the excess. If the insurance money received by the Company shall be less than these sums, then the Hiree will pay to the Company the shortfall.

5.4 The Hiree's obligations under this Master Agreement including, without limitation, the payment of Hire Charges in respect of any period, shall not be affected if the Vehicle is unserviceable, out of order, lost, stolen, damaged or destroyed unless and until the Company shall receive from the Hiree all monies due following the occurrence of a Total Loss of the Vehicle. There shall not be any refund of any payment made to the Company in respect of such period. The Company shall not be liable to provide the Hiree with any replacement vehicle or materials or parts.

6 Exclusions

6.1 Any dealer or manufacturer who is involved with this Agreement before or after it starts is not our agent. We are not responsible for anything they say, do or fail to do unless we have given them written authority to act as our agent or are made responsible by law.

6.2 We and our agents shall not be liable for any loss, cost or damage relating to your loss or limitation of use of the Vehicle, nor for any loss of profit or any prosecution arising from:

6.2.1 the condition or any mechanical or other failure of the Vehicle; or

6.2.2 the supply of or failure to supply the products and services described in Term 9 (unless we have caused such failure directly by breaking a term of this Agreement) provided that we do not exclude any liability for death or personal injury caused by our own negligence.

7 Our right to terminate

7.1 We may terminate the Hire by giving you written notice if any of the following happens:

7.1.1 you fail to pay any Hire Charges or other payment under this Agreement by the time it is due

7.1.2 you have given us any untrue statement or false information;

7.1.3 you take any steps to sell the Vehicle; dissolves; or

7.1.4 the Vehicle is seized or distrained upon or made subject to any court order;

7.1.5 you present, or have presented against you, a petition for bankruptcy or for an administration order or your partnership

7.1.6 you are a company and a petition to wind up the company is presented or you pass a resolution for voluntary winding up or a receiver is appointed over your assets; or

7.1.7 you call a meeting of, or enter into any arrangement with, your creditors to repay your debts; or

7.1.8 in Scotland, your estate is sequestrated or your apparent insolvency occurs or you grant a Trust Deed for your creditors;

7.1.9 you break any of the terms of this Agreement;

7.1.10 you fail to comprehensively insure the Vehicle or keep the Vehicle comprehensively insured

7.1.11 if your operator licence is revoked/expires/rescinded during the period of the Hire agreement then the agreement will be terminated forthwith. It is your responsibility to inform us if this is the case.

7.2 If we are entitled to or have terminated the Hire, then we may at any time by notice in writing terminate this Agreement.

7.3 If you do not pay any Hire Charges or maintenance charge by, the time it is due, this will amount to your 'repudiation' of this Agreement (meaning that you no longer intend to be bound by it).

7.4 We Reserve the right to adjust the Terms and Conditions of hire with adequate notice.

8 Your Liability

8.1 When the Hire Period ends or we terminate the Hire period (or accept your repudiation of this Agreement) you must return the Vehicle to us immediately, at such address as we may reasonably require, at your own expense together with everything supplied with the Vehicle. If you do not return the Vehicle, we may repossess it and recover from you any expenses we incur.

For this purpose you authorise us or our agents to enter any premises which you occupy or control.

8.2 If we terminate the Hire, or accept your repudiation of this Agreement, you must pay us:

8.2.1 all unpaid Hire Charges and other payments due (which shall include interest, where applicable); plus

8.2.2 all our expenses of recovering or trying to recover the Vehicle, repairing or storing it and tracing you (plus VAT); plus

8.2.3 an administration charge of up to £100 (including VAT) where this is reasonably required to meet our processing costs.

8.3 If we terminate the Hire, or accept your repudiation of this Agreement, we will deduct from you any sum you owe us (to reflect early settlement) an amount calculated by us to give credit for any difference in value of the Vehicle resulting from its return to us earlier than anticipated at the outset of this Agreement.

8.4 If we terminate the Hire or this Agreement, or accept your repudiation of this Agreement, any refunded road fund licence relating to the Vehicle will belong to us and we can collect the refund.

9 Maintenance & Servicing

9.1 If you keep your side of this Agreement, until the Hire Period ends or we terminate the Hire we will provide:

9.1.1 road fund licence(s) for the Vehicle (provided that if the cost of the road fund licence goes up after the Agreement is made, you will pay us the amount of the increase when we ask) and

9.1.2 Safety inspections are offered by J&B Bulk Haulage Ltd as part of the Hire agreement, if this is to be used it remains your responsibility to ensure vehicles are presented at intervals in accordance with your 'O' license requirements and provided that they are booked through J&B Bulk Haulage Ltd.

9.2 Service All works of service arising from the proper use of the Vehicle and fair wear and tear excluding accident damage and negligence (for example excluding replacement of windscreens, headlight glass and broken aerials and repair of kerbing damage) provided they are booked through J&B Bulk Haulage Ltd.

9.3 Maintenance The timing of Regular Maintenance inspections are the responsibility of the customer and will depend on their own operator's license criteria. All works of maintenance arising from proper use of the Vehicle and fair wear and tear excluding, accident damage and negligence (for example excluding replacement of windscreens, headlight glass and broken aerials and repair of kerbing damage) are covered. This maintenance maybe carried out by J&B Bulk Haulage Ltd if you wish.

9.4 Replacement Tyres Replacement tyres needed due to fair wear and tear only. (You must pay for replacement tyres where damage is due to other causes such as accident, negligence, kerbing, punctures or blow-outs). It is essential that monthly mileage figures are provided to the tyre contract company whenever required.

9.5 We will not be responsible for any of the following costs:

9.5.1 the cost of any accident repair or repairs to the bodywork of the Vehicle unless it is covered by the manufacture's paint and bodywork warranties.

9.5.2 the cost of replacing tyres damaged by you in a road accident or as part of your own negligence.

9.5.3 costs you incur with anybody other than J&B Bulk Haulage Ltd (unless we otherwise authorise them)

9.5.4 costs arising from frost or pollution damage or from your misuse or abuse of the Vehicle

9.5.5 costs arising from you using fuel of the incorrect specification for the Vehicle or contaminated fuel

9.5.6 costs arising from the use of the Vehicle outside the United Kingdom

9.5.7 costs directly or indirectly caused by your failure to have the Vehicle serviced at the manufacturer's recommended fixed intervals or repaired when necessary

9.5.8 any transportation costs, booking fees or other costs arising from MOT tests (except the test fee itself)

9.6 You agree to:

9.6.1 make sure that the Vehicle is serviced and maintained strictly in line with the customer's own operator's license recommendations and manufacturer's recommended fixed intervals and that scheduled servicing and necessary maintenance is carried out.

9.6.2 make sure that any replacement vehicle provided is insured in accordance with Term 5

9.6.3 pay for all fuel, oil, grease, water, anti-freeze and other lubricants required between regular servicing and ensure that such items are kept at a satisfactory level

9.6.4 make sure that all accident damage repairs are carried out.

9.6.5 indemnify us against the consequences of anything you do which invalidates the manufacturer's warranties on the Vehicle.

9.7 You agree to return the Vehicle to us at the end of the Hire Period in good repair and condition except for fair wear and tear.

9.8 If you are in breach of Term 9.7 above we may have such work carried out as is reasonably necessary to restore the Vehicle to a state of good repair and condition and you shall indemnify us against and pay us when we ask all costs and expenses we have incurred or will incur in respect of that work. .

10 Mileage

The Customer shall if requested by the Company or tyre contract company, or at any time, the odometer reading of each Vehicle. For restrictions on mileage usage please see Term 4.10.

11 Late Return of the Vehicle

If you do not return the Vehicle promptly at the end of the Hire Period or on termination of the Hire, you will pay us compensation when we ask. You agree that the amount of such compensation will be a sum equal to one day of the Hire amount for each day after the date on which you should have returned the Vehicle up to and including the date on which you actually return the Vehicle or we recover it.

12 Relaxing the terms of this Agreement

If we do not enforce, or we delay in enforcing, our rights under this Agreement (for example, our right to terminate it), this does not mean we have given up those rights and we may enforce them at a later date.

13 If there is more than one customer

If two or more people are named as the customer, these terms apply to each of you jointly and individually. We may take action against any one, or all, of you.

14 Transferring this Agreement

You may not transfer this Agreement, or any rights or responsibilities under it, to any other person.

15 Complaints & Disagreements

We aim to deal with all disagreements fairly and calmly. If we cannot deal with a disagreement, we may take the matter to the BVRLA's conciliation service. This agreement is governed by the laws of the country in which you signed it. Any disagreement may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

16 Data Protection

By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to analyse statistics, for market research, credit control and to protect our assets.

We may need to share your information with selected 3rd parties for performance of this contract including:

- Our breakdown provider if the vehicle suffers a breakdown
- The DVLA if you take the vehicle abroad and they request the details of the VE103B which was issued to you for audit purposes
- Penalty charge Notice Issuer if you incur one during your daily activities.

You agree that if you break the terms of this agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under any applicable data protection legislation.

For full details of our Privacy policy please refer to our website.