

C A TROTT (PLANT HIRE) LIMITED

TERMS AND CONDITIONS

Definitions

1. In these terms and conditions, the following expressions have the following meanings:

"Lessor" C A Trott (Plant Hire) Limited trading as Trott Rentals
"Hirer" the person or persons named overleaf as Hirer or Hirers in this Agreement
"Vehicle" the motor vehicle described overleaf in this Agreement
"Driver" the person or persons named overleaf as Driver or Drivers in this Agreement
"User" the Hirer and the Driver

2. Lessor hereby rents to Hirer and Hirer takes on rental the Vehicle subject to all terms and provisions of this Agreement.

3. Driver agrees to all the terms and conditions in this Agreement applicable to Driver, including clauses 7 and 8 hereof.

4. Hirer will return Vehicle together with all tyres, tools, accessories and equipment in the same condition as when received, normal wear and tear excepted, to the place and on the date specified overleaf, or sooner if demanded by Lessor (such demand not to be made by Lessor without reasonable cause).

5. If Hirer is not a limited company, the total rental period under this Agreement shall not exceed 3 months.

6. User will use Vehicle in a reasonable manner, and will take all reasonable steps to ensure that correct levels are maintained for engine oil, battery fluid, coolant, screen wash, automatic transmission fluid (where applicable), and tyre pressures.

7. Vehicle will not be used-

- (a) for carriage of goods or passengers for hire or reward without the Lessor's prior written consent to do so
- (b) for purposes other than social, domestic and pleasure, commercial travelling or other business purpose of user
- (c) to carry goods of an explosive or dangerous nature
- (d) knowingly for any unlawful purpose
- (e) in contravention of any road traffic legislation or construction and use regulations
- (f) in contravention of the Immigration and Asylum Act 1999, any legislation made thereunder, and any subsequent legislation amending or replacing the same
- (g) to propel or tow any vehicle or trailer without the Lessor's prior written consent to do so
- (h) for racing, pacemaking, reliability trials, speed testing or driving tuition
- (i) to carry a number of passengers and/or baggage which would cause Vehicle to be overloaded
- (j) in the event of mechanical, electrical or structural failure of Vehicle, where further damage might thereby be caused
- (k) outside England, Scotland and Wales without the prior consent in writing of Lessor

8. Vehicle will not be used by person:

- (a) other than:
 - (i) Hirer who signed this Agreement or
 - (ii) Driver who signed this Agreement or
 - (iii) a motor vehicle repairer in the event of an accident or breakdown
 - (iv) a person holding a full valid British driving licence, or (if approved in writing by Lessor) valid foreign driving licence or International Driving Permit
- (b) who has less than 12 months regular driving experience of a motor vehicle, other than a motorcycle, whilst holding the form of licence in (a)(iv) above
- (c) who has had his/her driving licence suspended at any time
- (d) any person who has been convicted of any offence in connection with the driving of a motor vehicle or motorcycle and/or has had his/her driving licence endorsed during the 5 years immediately prior to any hiring or has a prosecution outstanding for any such offences - parking and not more than 2 speeding offences may be ignored
- (e) who has had motor insurance declined, or renewal refused or his/her motor insurance policy cancelled or terms imposed thereon for any reason
- (f) who has any physical defect or infirmity, or who suffers from fits, diabetes or any heart complaint
- (g) a person outside the age restrictions referred to in Lessor's insurance policy (23 and over)
- (h) who is not a British subject unless he/she has had 3 years recent driving experience of a motor vehicle other than a motor cycle in the United Kingdom
- (i) who is a student and/or undergraduate under the age of 25 years
- (j) who is engaged wholly or partly in professional entertainment, or is a professional sportsman/woman
- (k) who is a jockey or connected with racing of any sort
- (l) who is a member of any foreign armed forces
- (m) who whilst driving has been involved in more than one accident during the 3 years immediately prior to any hiring
- (n) who is under the influence of alcohol or drugs

9. Hirer expressly acknowledges personal liability to pay Lessor on demand

- (a) a mileage charge computed at the rates specified for the mileage covered by vehicle from the commencement of the rental until Vehicle is returned (the number of miles over which Vehicle shall be operated under this Agreement shall be determined by reading the speedometer installed by the manufacturer, if speedometer fails, the mileage charge shall be made in accordance with the road map distance of the journey travelled)
- (b) time, collision damage waiver and miscellaneous charges at the rates specified in this Agreement
- (c) all fines and court costs for parking, traffic or other offences incurred in relation to Vehicle by User or Lessor from the commencement of this Agreement until Vehicle is returned, except where caused through fault of Lessor
- (d) all penalties, charges and fines
- (e) the cost of any tyres, tools, accessories and equipment lost, stolen or damaged other than in a collision
- (f) Lessor's costs to repair collision damage to Vehicle
- (g) Lessor's costs of recovering Vehicle if Hirer fails to return it to the place and on the date overleaf
- (h) any Value Added Tax or local or other taxes payable in respect of any of the above

10. Hirer shall at the request and cost of Lessor do and concur in doing and permit to be done in his name or by his appointed agents all such acts and things as may be necessary or reasonably required by Lessor for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from other parties in respect of any loss or damage to or in connection with Vehicle during the period of time between the renting of Vehicle and its return by Hirer to Lessor and due to Hirer from such other parties

11. User must inform Lessor within 48 hours excluding public holidays of any loss of, or damage occurring to Vehicle and any fault reasonably requiring repair developing therein, and must not in the case of damage or fault which makes Vehicle unroadworthy or liable to cause damage or danger to any person or property (including Vehicle itself) use Vehicle until such damage or fault has been repaired or corrected. Authorisation for expenditure in excess of £10 (Ten Pounds) must be obtained from Lessor prior to commencement of the repair. User will permit Lessor to carry out essential repairs, servicing or maintenance.

12. Lessor shall not be liable for loss of or damage to any property left, stored or transported by User or any other person in or upon Vehicle either before or after the return thereof to Lessor. Hirer hereby agrees to hold Lessor harmless from, and indemnify Lessor against, all claims based upon or arising out of such loss or damage unless caused by the negligence of Lessor.

13. User will ensure Vehicle is secure when unattended, taking all reasonable precautions to prevent loss or damage to the vehicle, its tyres, accessories, equipment or contents

- (i) User shall not sell or offer for sale, assign, mortgage or pledge the Vehicle or the tools or equipment or any parts or parts thereof or otherwise deal with the same in any manner inconsistent with the Lessor's ownership.
- (ii) User will not further hire, sublet or sublease Vehicle and will not allow or permit any other person to do so.
- (iii) User will not allow any lien upon Vehicle tools or equipment to come into existence, except as concerns authorised repairs or emergency repairs subsequently authorised to Vehicle

The Agreement shall determine forthwith on the following events:

- 15.
- (a) if Hirer becomes insolvent or
 - (b) Hirer being a Company, goes into liquidation, whether voluntary or compulsory or if an administrator, administrative receiver or receiver is appointed in respect of the whole or part of its assets
 - (c) Hirer being an individual, is the subject of an application for an interim order, bankruptcy petition or bankruptcy order, or
 - (d) Hirer calls a meeting of his/her/its creditors or
 - (e) Hirer ceases to trade
 - (f) any distress or execution is levied against any of Hirer's goods, or
 - (g) Hirer or Driver does not perform or observe all the stipulations herein contained on the part of the Hirer to be performed or observed
 - (h) Hirer or Driver fails to return vehicle at the end of the rental period but such determination shall not affect any then existing rights of Lessor's whether for damages or otherwise. In any such events Hirer shall forthwith return Vehicle to Lessor, failing which Lessor shall be at liberty to retake possession of Vehicle (if necessary by entering Hirer's premises) and Hirer shall pay to Lessor on demand:
 - (i) all costs and expenses incidental to recovery of Vehicle incurred by Lessor if Vehicle is returned or recovered after the end of the rental period, damages at least equivalent to the rental charges for the period until the return or recovery of Vehicle.
 - (ii)

16. Hirer shall insure and keep insured Vehicle under a fully comprehensive policy against loss or damage (including frost damage and shattered windcreens) to full replacement value free from limitation or excess with Insurers approved by Lessor (such approval not to be unreasonably withheld) such Policy to bear an endorsement recording Lessor's interest in Vehicle. At Lessor's allow Vehicle to be used in contravention of Hirer's insurance policy. Hirer shall provide that any payments due under Hirer's insurance policy shall be paid directly to Lessor, and shall be applied as follows at Lessor's option:-

- (a) in making good damage or
- (b) in replacing Vehicle by another similar vehicle to which the terms of this Agreement shall apply, and
- (c) in compensating Lessor for all loss suffered

Provided that loss or damage to Vehicle shall not affect the continuance of this Agreement or Hirer's liability for payment of hire charges which shall continue until Vehicle is returned to the Lessor repaired or replaced. If Vehicle is found not to be insured as above, if Insurers repudiate claim, and/or to the extent that losses, costs, claims, damages and expenses suffered by Lessor are not compensated under Hirer's insurance policy. Hirer indemnifies Lessor against all such losses costs claims damages and expenses.

17. Lessor shall be entitled, upon giving 48 hours notice of its intention to do so, to inspect Vehicle between the hours of 9am and 5pm, and if necessary, shall be entitled to enter upon Hirer's or Drivers premises to do so.

18. Lessor has maintained Vehicle to at least the manufacturers' recommended standards and warrants that Vehicle is roadworthy and suitable for the purpose of renting at the commencement of the rental but Lessor shall not be liable for defects or mechanical failures which are not attributable to any breach of this warranty. Lessor shall not be liable for any indirect or consequential loss or damage arising under this Agreement.

19. Hirer shall be liable as the owner of Vehicle in respect of:

- (a) any fixed penalty incurred in respect of Vehicle under the Road Traffic Regulation Act 1984 and Road Traffic Offenders Act 1988 as amended, and any subsequent legislation or orders amending or replacing the same, and any such offence committed under the equivalent legislation in Scotland and
- (b) any excess charge which may be incurred in respect of Vehicle in pursuance of an order under sections 45 and 46 of the Road Traffic Regulation Act 1984 (provision on highways of parking places where charges are made) and any subsequent legislation or orders amending or replacing the same, and any such offence committed under the equivalent legislation in Scotland.
- (c) any charges or financial penalties incurred or demanded as a result of Vehicle having been parked or left upon land which is not public land.

20. User shall ensure in using Vehicle that

- (i) there is in operation an effective system for preventing the carriage of clandestine entrants (within the meaning of s.32 of the Immigration and Asylum Act 1999 ("the 1999 Act") in Vehicle
- (ii) the person or persons responsible for operating that system do so properly on all relevant occasions.

21. User shall be liable and shall indemnify Lessor for all liability, (including liability for penalties, fines and charges), from commencement of the rental until Vehicle is returned, in respect of:

- (a) clandestine entrants (within the Meaning of s.32 of the 1999 Act) carried in Vehicle
- (b) passengers without proper documents within the meaning of s.40 of the 1999 Act

All such penalties, fines and charges for which Hirer or Driver are liable shall be paid within the prescribed period for payment thereof.

22. Any addition to or alteration of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties.

23. This Agreement and all rights under it may be transferred by Lessor.

24. Hirer or Driver shall not be entitled to assign this Agreement or any of his/her rights and obligations under it except with the prior written consent of Lessor and on terms that the assignee shall agree with Lessor to perform all the obligations of the assignor under this Agreement.

25. This Agreement shall be governed by the Law of England whose courts shall have exclusive jurisdiction in any dispute arising under it.