

DEFINITIONS:

Anticipated Delivery Date: the date on which, at the time of the offer, MVC forecasts the Vehicle will be ready for delivery. Such date is neither fixed nor firm and is for general guidance purposes only.

Breakdown: a mechanical, electrical or other failure rendering the Vehicle inoperative (where failure has not been caused by an accident).

Delivery: the date on which the Vehicle is delivered to the Customer in accordance with clause 3.a) below.

Delivery Acceptance: the document signed on behalf of the Customer at the point of Delivery and which will provide the date from which the Period of Hire will commence.

Excess Distance Charge: the price chargeable for each mile travelled by the Vehicle in excess of the annual miles allowance included in the Monthly Hire Charge.

Excess Refrigerator Running Hours: the price chargeable for each hour the refrigerator works in excess of the hours included per annum in the Monthly Hire Charge.

Refrigerator Running Hours are deemed to include both engine and electric hours.

Fair Wear and Tear: the degree of deterioration judged to be reasonable when the Vehicle is returned to or repossessed by MVC such condition to be judged and adjudicated upon by the Freight Transport Association in the event of dispute.

Monthly Hire Charge: the cost to the Customer each month of the hire of a Vehicle the subject of this Agreement.

Normal Working Hours: the hours between 08:00 and 18:00 Monday through Friday and between 08:00 and 12:00 on Saturdays.

Period of Hire: the number of months shown on the Agreement Schedule for which the Customer agrees to hire the Vehicle. The Period of Hire will commence on the date of Delivery.

Routine Servicing: a planned service carried out in accordance with MVC's maintenance schedule and undertaken at frequencies determined both by MVC and the needs of the Customer's Operator's Licence.

Safety Inspections: a planned safety inspection carried out in accordance with MVC's safety schedule and undertaken at frequencies determined both by MVC and the needs of the Customer's Operator's Licence.

Scheduled Repairs: work which is required at specified intervals during the Vehicle's life and which, as a result, are planned events in the Vehicle's maintenance cycle.

The Services: the Services elected by the Customer to be provided under the terms of this Agreement which are recorded in the Agreement Schedule and defined under clauses 5 to 12 below.

Substitute Vehicle: a vehicle of similar type and capacity and, unless otherwise agreed, of equal or greater gross vehicle weight as the Vehicle which will be provided in the circumstances and frequencies elected by the Customer and shown on the Agreement Schedule. The Substitute Vehicle will not be in the Customer's livery.

Unscheduled Repairs: any work arising between the planned events of Routine Servicing and Safety Inspections excluding Breakdown repairs.

The Vehicle(s): the vehicle(s) and accessory(ies) provided under the terms of this Agreement together with any replacement or Substitute Vehicle.

THE AGREEMENT

<p>2. Term of the Agreement</p> <p>The Period of Hire for each Vehicle will commence on the Delivery of the Vehicle to the Customer and shall continue for the duration shown on the Agreement Schedule.</p> <p>3. Delivery of the Vehicle</p> <p>a) Delivery is deemed to have taken place when the Vehicle passes into the custody of the Customer and the Delivery Acceptance document has been signed on its behalf. Risk in the Vehicle passes to the Customer on Delivery.</p> <p>b) If the Customer requests that a vehicle should be provided in advance of the Anticipated Delivery Date then unless otherwise agreed, a vehicle of a similar type and capacity and of equal or greater gross vehicle weight as the Vehicle may be provided up to the actual date of Delivery of the Vehicle. The provision of this vehicle will not affect the Period of Hire as it applies to the Vehicle which will commence on Delivery and continue until the expiry of the Period of Hire. The terms and conditions of this Agreement and the Services and all Charges specified in the Agreement Schedule will still apply.</p> <p>4. Hire of several Vehicles</p> <p>Where several Vehicles are hired each will be separately and independently subject to these terms and conditions as appropriate. Termination for whatsoever reason of the hire of any one such Vehicle will not affect the Agreement in respect of any remaining Vehicle(s).</p> <p>THE SERVICES</p> <p>5. Routine Service and Safety Inspections</p> <p>a) In accordance with its inspection and maintenance schedules MVC, its authorised agent or sub-contractor will carry out Routine Servicing and Safety Inspections of the Vehicle(s) The Customer must, having been given reasonable notice, make the Vehicle(s) available for examination.</p> <p>b) All safety inspection reports and maintenance records will be kept available for inspection.</p>	<p>c) The Vehicle must be emptied of all goods and personal property and returned (at Customers expense) to MVC or to any place specified by MVC to enable such Routine Servicing, Safety Inspection or maintenance to be completed.</p> <p>d) The Routine Servicing and Safety Inspections will be carried out during Normal Working Hours.</p> <p>e) All costs incurred by MVC for failure to provide a Vehicle on the appointed date and time for inspection will be charged to the Customer.</p> <p>6. Breakdown and Unscheduled Repairs</p> <p>i) Where the Customer has elected for provision of a Breakdown repair service MVC will endeavour to have the Vehicle repaired within 4 hours of being notified of its Breakdown. A substitute Vehicle will be provided in accordance with clause 7 hereof if the Customer has contracted for this service provision.</p> <p>j) If Unscheduled repairs are required MVC undertakes to have the repairs completed within a reasonable timescale of being notified of the need for repairs and the Vehicle being made available. This is subject to receipt of such notification during Normal Working Hours otherwise repairs will be completed within 24 hours where possible.</p> <p>k) No Breakdown repair service shall be provided if the Vehicle is airside.</p> <p>l) The refund provisions set out in clause 13 below will apply if MVC fails to meet such guaranteed repair times.</p> <p>m) If damage is caused to the Vehicle due to accident, neglect or abuse of the Vehicle as a result of negligence of the Customer or their employees, servants or agents or any third party then MVC reserves the right to charge the Customer for all expenses, losses and damage incurred for the Breakdown Service and repairs.</p> <p>n) Where a Vehicle hired pursuant to this Agreement includes a mounted crane, all references in this Agreement to Vehicle or Vehicles shall be deemed to include the mounted crane.</p>	<p>) Where the Customer has elected for provision of a breakdown repair service MVC will endeavour to have the Vehicle repaired within 48 hours of being notified of its breakdown. A substitute Vehicle will be provided in accordance with clause 7 hereof if the Customer has contracted for this service provision. If a replacement cannot be provided the Customer can claim credit on the rental charges (limited to the period the Vehicle is out of use less 48 hours). Consequential loss cannot be claimed by the Customer.</p> <p>) In the event of a crane related breakdown or a mandatory service it will be the Customer's responsibility to present the Vehicle for repair/service at the location of an agent as instructed by MVC. The 48hr repair period for breakdowns referred to in clause A of this appendix will commence (in relation to crane repairs/services) when the Vehicle arrives at MVC agent's premises.</p> <p>) In the event of hydraulic issues, (by way of example and not limitation such as leaking/fractured/burst hoses) MVC reserve the right to re-charge any associated costs to the Customer.</p> <p>) Without limitation to the Customer's obligations contained in Clause 24b of the Agreement, and for avoidance of doubt, in the event of any damages claimed by third parties relating to misuse of crane (and / or) Vehicle by the Customer, MVC will not be liable for any losses, including consequential loss claimed by the third party against the Customer. Neither will MVC be liable for any such loss sustained by the Customer itself.</p> <p>) The Customer agrees to indemnify MVC in full against any claims (to include all legal costs) made by MVC on behalf of itself (including loss of revenue and all associated costs) and/ or a third party relating to misuse of crane (and / or) Vehicle by the Customer. (By way of example but not limitation this type of misuse would include overloading, operator damage, excess lifting, non certified individuals operating crane (and or) Vehicle, and breach of security features on crane,</p>
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<p>7. Substitute Vehicle</p> <p>a) If the Customer has elected for the provision of a Substitute Vehicle and depending on which Services are elected, MVC will, wherever possible, provide a Substitute Vehicle in the following circumstances:</p> <p>i. at the time of collection of the Vehicle for preparation and presentation of the Vehicle for its annual test;</p> <p>ii. For Unscheduled Repairs;</p> <p>iii. in the case of Breakdown.</p> <p>MVC will provide the Substitute Vehicle within a reasonable time subject to availability and logistics</p> <p>b) When damage to the Vehicle is caused by accident, neglect or abuse or the negligence of the Customer, its employees, servants or agents or any third party, then any Substitute Vehicle supplied by MVC will be paid for by the Customer at MVC's current rental rates for that type of vehicle. When the Vehicle is available for the Customer's use the Customer shall return the Substitute Vehicle as soon as possible. If the Customer fails or delays such return the Customer will pay to MVC the current rental rate for the Substitute Vehicle and any additional expenses incurred by MVC. Such charge and additional expenses will continue to accrue on a daily basis until the Substitute Vehicle is returned to MVC.</p> <p>8. Annual Test</p> <p>MVC will ensure the Vehicle is made available (subject to return by the Customer at the appointed time) for the annual statutory tests. It is the responsibility of the Customer to ensure any assets or accessories which are attached to the Vehicle and require certification but which are not owned or maintained by MVC are presented for examination as appropriate.</p> <p>9. Collection And Delivery Service</p> <p>f) MVC will arrange for the Vehicle to be delivered to and collected from the Customer's operating address upon commencement and expiry of the Period of Hire; and</p> <p>i. the time of such delivery and collection will be within MVC's Normal Working Hours. The Customer will make the Vehicle available for such collection.</p>	<p>10. Fuel</p> <p>The Vehicle will be delivered to the Customer with a full tank of fuel and should be returned to MVC at the end of the Period of Hire with a full tank of fuel. The Customer will be liable for the cost of such fuel and oil as is necessary to bring the fuel tank and oil levels up to the full position when the Vehicle is returned at the end of the Period of Hire.</p> <p>11. Road Fund Licence: Provision and Renewal</p> <p>MVC will obtain the initial Road Fund Licence for the Vehicle.</p> <p>12. Tyres</p> <p>The Customer will ensure that</p> <p>i. the Vehicle is not used on the road with defective tyres and (where the tyre service has been elected) advise MVC promptly in the event that repairs or replacements to tyres are required; and</p> <p>ii. the Road Vehicle [Construction and Use] Regulations 1992-1993 or other appropriate regulations and laws are observed and complied with.</p> <p><u>If the Customer has elected for the tyre services</u> MVC will:</p> <p>i. Replace all excessively worn or defective tyres and inner tubes as appropriate with new tyres of a type and make solely decided by MVC on steer axes and remould or recut tyres on all others, and</p> <p>ii. Where such tyres or inner tubes are damaged as a result of punctures (save where the tyres are punctured in the area of tread pattern), accident, neglect or abuse by, or the negligence of, the employees, servants or agents of the Customer, or any third party, fit new tyres of a type and make solely decided by MVC which, unless otherwise agreed in writing with me Customer, will be recharged to the Customer at the cost to MVC of obtaining replacements less (solely at the discretion of MVC) an allowance for the wear and tear and age of the tyre to be replaced. <u>If the Customer has not so elected</u> the Customer will during the Period of Hire:</p> <p>ii. Replace any excessively worn or defective tyres and any damaged inner tubes in accordance with manufacturers recommendations.</p> <p>Ensure that new tyres are always used on steering axles when replacing tyres.</p>	<p>Where the customer resultantly replaces any tyre this must be of an acknowledged industry standard and the Customer warrants to MVC to comply with this requirement.</p> <p>13. Refund for failure to meet guaranteed times by MVC</p> <p>Refunds will be made to the Customer for MVC's failure to meet the guaranteed times under clauses 6.a) and 6.b) as detailed below. The refund provisions referred to in this clause shall be the Customer's only remedy against MVC in respect of any such failure and in no circumstances will MVC be liable for any loss of profits or other consequential loss.</p> <p>a) If MVC fails to meet its standards set out in clauses 6 a) and 6 b) it will refund to the Customer one day's Hire Charge in respect of the Vehicle conceded on each occasion of either (but not in any circumstances both) the failure:</p> <p>i. to repair the Vehicle, or</p> <p>ii. to provide a Substitute Vehicle where the Customer has elected for the provision of a Substitute Vehicle in the circumstances. Such refunds will be calculated on a 365-day year.</p> <p>b) The guaranteed time provisions of Clause 6.a, 6.b shall not in any event apply for the 24 hours of Christmas Day and New Year's Day.</p> <p style="text-align: center;">THE VEHICLE</p> <p>14. Ownership</p> <p>a) Title in the Vehicle will not pass to the Customer.</p> <p>b) The Customer shall not:</p> <p>i. sell, offer for sale, assign, charge, pledge, hire out or loan the vehicle or part of it, or</p> <p>ii. place the Vehicle in jeopardy or permit it to be placed in jeopardy, or</p> <p>iii. allow any lien or encumbrance or other legal process to be applied to it, or</p> <p>iv. hold itself out as the owner or prospective owner of the Vehicle, or</p> <p>v. assign the benefit of this Agreement or any interest hereunder, and:</p> <p>shall not attempt or purport to do any of the foregoing. The Customer will fully indemnify MVC in respect of any such occurrence.</p>
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<p>15. The Vehicle Specification</p> <p>The Vehicle hired under this Agreement will correspond to the details set out in the Vehicle Specification Sheet which has been agreed by the Customer. It is the Customer's responsibility to ensure that the Vehicle, as specified, meets the needs of Customer's Business. In this regard the Customer is referred to clause 45 of this Agreement.</p> <p>16. Straps, Webbing etc</p> <p>The Customer will supply all necessary straps, webbing and netting to secure loads and all other equipment of like function. The Customer will indemnify MVC in respect of any loss, damage, claim, fine or penalty and all costs and expenses (including legal costs) as a result of the use of or the failure to use such equipment.</p> <p>17. Modification to the Vehicle</p> <p>Any change or modification to the Vehicle subsequent to Delivery can only be made with MVC's written permission. MVC reserves the right to reinstate the Vehicle in the event of such change or modification being agreed to its original specification and condition at the expense of the Customer (allowing a reasonable amount for Fair Wear and Tear) upon the expiration of the period of hire or sooner termination of this Agreement.</p> <p>18. Use of the Vehicle</p> <p>a) If there is a material change in the operating conditions use or application of the Vehicle then the Customer will indemnify MVC against any increase in costs of the performance of this Agreement incurred by MVC as a result of such change.</p> <p>b) The Customer will not use the Vehicle for a taxi business or for competing in any form of rally or motor sport nor use the Vehicle for driving tuition or reward or for tuition of any other person.</p> <p>c) The Customer will:</p> <p>i. Only permit the Vehicle to be used in the operation of its business and then only for the purpose for which it was designed:</p> <p>ii. not permit the abuse, misuse or mishandling of the vehicle ancillary equipment or accessories,</p> <p>not permit the Vehicle to be operated in contravention of any Act of Parliament Order or Regulation or other Legislation which may affect the use, condition or operation thereof or any part thereof.</p>	<p>a) take all reasonable precautions to keep the Vehicle safe and secure.</p> <p>b) maintain in force if required by law a valid Operator's Licence and only use the Vehicle in accordance with the terms and conditions of such Licence.</p> <p>c) ensure that the Vehicle is driven only by a licenced and qualified driver holding a current and appropriate driving licence and having had the appropriate training for the particular requirements of the Vehicle. The Customer will ensure that its drivers perform all standard daily checks prior to their use of the Vehicle and shall comply with all reasonable directions from MVC as communicated to the Customer or its drivers regarding the use or operation of the Vehicle.</p> <p>d) provide MVC with all necessary information to allow it to comply with any Act of Parliament Order, Regulation or other Legislation which may affect the use operation or condition of the Vehicle of any part thereof and allow preparation and presentation for inspection and certification of the Vehicle whenever MVC is required to do so by the operation of any such Act of Parliament, Order, Regulation or other Legislation.</p> <p>e) indemnify MVC against any loss, damage, claims, fine or penalty and all costs and expenses (including legal costs) which MVC may suffer as a result of breach of this clause 18.</p> <p>f) be responsible throughout the Period of Hire for all fuel consumed by the Vehicle or any Substitute Vehicle or courtesy vehicle which may be provided under the terms of this Agreement.</p> <p>g) allow MVC or its authorised agent or sub-contractor access to inspect the Vehicle at any reasonable time.</p> <p>n) report in writing to MVC any accident or incident involving the Vehicle within 48 hours of the event and provide such information as MVC may require in the circumstances.</p> <p>i) allow MVC access to tachograph records pertaining to the Vehicle upon request.</p> <p>19. Use of the Vehicle outside the United Kingdom</p> <p>The Customer will not use the Vehicle outside the United Kingdom except with the express written consent of MVC. The Customer will indemnify MVC for all costs incurred as a result of a breach of this clause 19. Where MVC has given such consent then it will by way of a written</p>	<p>21 Addendum to this Agreement be provided to the Customer upon request in advance of the departure date.</p> <p>20. Operator's Licence</p> <p>k) It is the Customer's responsibility to obtain the requisite Operator's Licence under which the Vehicle will be used.</p> <p>l) If during the Period of Hire an Operator's Licence is refused, modified or conditions are imposed in respect of such Operator's Licence which are considered, in the reasonable opinion of MVC or the Customer, to be unacceptable then the Customer will secure an alternative operating centre (or take such other action as is appropriate to secure and/or retain an Operator's Licence) at no cost to MVC. Such alternative operating centre (or such appropriate action) is to be acceptable to both MVC and the relevant Licensing Authority. The Customer hereby agrees to indemnify MVC against any claim, demand, fine or penalty and all costs and expenses (including legal costs) incurred as a result of such circumstances.</p> <p>Notwithstanding the refusal or suspension of an Operator's Licence the charges and other sums under this Agreement remain due and payable by the Customer.</p> <p>m) If during the Period of Hire changes are made for whatever reason to the operating centre and/or the inspection and/or service intervals or the repairing agent then MVC reserves the right to recalculate any or all of the Monthly Hire Charge, the Excess Distance Charge or the Refrigerator Running Hours Charge to reflect any increase in cost which may result from such a change.</p> <p>In the event that the Vehicle is detained or impounded by the Vehicle Inspectorate or other authorised body for any reason, save where such detention or impounding is caused by MVC negligence in fulfilling its obligations for repair and maintenance of the Vehicle, then the Customer will indemnify MVC against all claims, costs, losses and charges incurred relating to such detention, including (but not limited to) restoring the Vehicle to MVC all ongoing Monthly Hire Charges whilst the Vehicle is detained or unavailable for use and the value of the Vehicle (as certified by MVC) if it is disposed of by the Vehicle inspectorate, or other authorised body. Any such disposal of the Vehicle shall immediately be accepted by MVC as a repudiatory breach of this Agreement and, in addition to the value of the Vehicle (as certified by MVC), the Customer shall pay to MVC early termination charges in accordance with clause 37a.iv of this Agreement.</p>
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<p>. Goods Carried</p> <p>a) The Customer will not load or cause or permit to be loaded on or in the Vehicle any radioactive goods.</p> <p>b) The Customer will not without the prior written permission of MVC, load or cause or permit to be loaded on or in the Vehicle goods or other items which:</p> <p>i. Are explosive, inflammable, corrosive, noxious, liable to self ignition, which are likely to cause injury or damage to persons unless handled in a manner prescribed by law or in accordance with good practice, or</p> <p>ii. Require special markings on the Vehicle or training of the driver.</p> <p>c) Notwithstanding any prior written permission given by MVC the Customer shall bear the risk of and release and indemnify MVC, its servants or agents against all liabilities, loss, damage, fine or penalty and all costs and expenses (including legal costs) howsoever caused or incurred as a result of or in connection with the loading or carriage of all such goods.</p> <p>22. Odometers</p> <p>In the event of the odometer being unserviceable or having, in MVC's opinion, been tampered with MVC will estimate the distance not recorded and such estimate shall be final and binding on the Customer.</p> <p>23. Return Condition of the Vehicle</p> <p>Upon the expiry of the Period of Hire or earlier termination of this Agreement, the Customer will return the Vehicle to MVC at the operating depot notified to the Customer by MVC in as good condition and running order (allowing for Fair Wear and Tear). Where a vehicle has been subject to modifications at the request of the Customer i.e Painting, Signage, Vehicle Tracking Systems or any other non-standard customisation the cost of reinstating the Vehicle to its original condition and running order shall, be borne by the Customer unless otherwise agreed.</p>	<p>c INSURANCE AND EXCLUSION OF LIABILITY 24.</p> <p>a) The Customer will:</p> <p>i. Insure the Vehicle and any Substitute Vehicle comprehensively with an insurance company approved by MVC and indemnify MVC for any excess provision or exclusion included in the policy. In all other respects the policy will:</p> <p>1) Show the Customer to be the policyholder and have the interest of MVC endorsed upon.</p> <p>2) Come into effect on the date of Delivery and remain in force until the Vehicle is permanently re-delivered to MVC.</p> <p>3) Indemnify MVC against the loss or damage from whatever cause to the Vehicle at open market value or MVC's written down value whichever is the greater.</p> <p>ii. Deliver to MVC upon reasonable written request a copy of the actual policy and/or schedule of insurance and/or certificate of insurance.</p> <p>iii. Ensure that all the premiums due under the said policy of insurance referred to above are promptly paid and exhibit to MVC on any reasonable written request the receipts for such payment.</p> <p>iv. Not do or suffer to be done any act or omission which may render the policy of insurance in respect of the Vehicle void or voidable.</p> <p>v. Ensure that all payments to insurers for loss or damage claims in respect of the Vehicle are made payable directly to MVC.</p> <p>vi. Indemnify and keep MVC indemnified from any losses, damages, claims and expenses resulting from the failure of the Customer to comply fully with the terms of this clause.</p> <p>b) The Customer will:</p> <p>i. Take out insurance against the risk of any liability arising from death, personal injury, damage or loss to property arising as a result of the presence or use of the Vehicle, and Indemnify MVC for any breach of the Customer's obligations under this Agreement in so far as any such death, injury, damage or loss is not the direct result of MVC's negligence.</p>	<p>c) MVC accepts liability for:</p> <p>i. Without limit, death or personal injury caused by the negligence or fraud of MVC or its employees.</p> <p>ii. Other loss or damage subject to 24.e below, caused by the negligence of MVC or its employees in which case liability is limited to £5,000,000 (five million pounds sterling) for any one incident or series of related incidents.</p> <p>iii. Damage to the Vehicle while it is being transported by MVC to or from the Customer's premises.</p> <p>d). Save for the liability in respect of negligent acts set out in 24.e above. MVC's maximum liability for breach of its obligations under this Agreement is limited to and shall not in any event exceed the revenue which, but for the breach, MVC would have received under the Agreement for the Vehicle concerned from the date of the breach up to the expiry of the Period of Hire.</p> <p>e). MVC accepts no liability under any circumstances for any goods carried on the Vehicle or for loss of profit, business or production or any similar loss or damage, whether direct, indirect or consequential, howsoever caused.</p> <p>PAYMENTS</p> <p>25. The Monthly Hire Charge</p> <p>The Customer will pay to MVC:</p> <p>a) From the day of Delivery of the Vehicle, an amount equal to the pro rata proportion of the Monthly Hire Charge to the current month end; and</p> <p>b) Thereafter, the Monthly Hire Charge, The Monthly Hire Charge is that set out in the Agreement Schedule and is payable by way of direct debit unless specified otherwise commencing from the first day of the month following commencement of the Period of Hire and continuing thereafter until the end of the Period of Hire or termination of this Agreement whichever is sooner.</p> <p>26. Taxation</p> <p>The Monthly Hire Charge shown on the Agreement Schedule is calculated assuming that the rate of Corporation Tax and Capital Allowances in force at the time this Agreement is made will not change during the Period of Hire (the "Assumed Rate"). If the rate of Corporation Tax goes above the</p> <p>a) Assumed Rate or there is a change to</p>
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<p>Capital Allowances the Monthly Hire Charge may be adjusted so that the rate of return to MVC after tax remains the same. The Customer will be notified in writing if an adjustment is to be made and any such adjustment will take effect immediately, if the Period of Hire terminates (or is terminated before any such adjustment is made then a further charge of an amount calculated to ensure that the rate of return to MVC after tax remains the same will be invoiced. All MVC's calculations will be final and binding on the Customer.</p> <p>27. Additional Advance Payments</p> <p>a). The Additional Advance Payment is that set out in the Agreement Schedule and will be paid by the Customer prior to the taxation of the Vehicle.</p> <p>b). At the end of the Period of Hire the Additional Advance Payment will be refunded to the Customer provided that all monies due and owing to MVC have been paid.</p> <p>28. The Excess Charges</p> <p>The Monthly Hire Charge is, where applicable, based inter alia upon the annual inclusive allowance of miles and/or Refrigerator Running Hours per annum set out in the Agreement Schedule and includes the Customer's use of any Substitute Vehicle or replacement vehicle. The Customer will pay to MVC the Excess Distance Charge and the Excess Refrigerator Running Hours Charge, if any, set out in the Agreement Schedule. Such charges will be calculated and invoiced (where applicable) on expiry of the Period of Hire and will be payable 30 days after the date of the invoice.</p> <p>29. Additional Services and Charges</p> <p>The Customer will pay MVC's charges for all and any additional services provided by MVC or for any other costs incurred by MVC in respect of the operation of the Vehicle by the Customer but which are not expressly provided for in this Agreement</p> <p>30. Payment of Fines</p> <p>b) MVC will comply with all requests made by the relevant issuing authority for information in regard to the Operator of the Vehicle. The Customer will settle any fines or penalties arising out of the use of the Vehicle directly with the issuing authority.</p> <p>Notwithstanding, if it is required by the relevant issuing authority that a fine or penalty should be paid by the registered keeper then, as the registered keeper, MVC shall so settle the fine or penalty and the terms of clause 18.c.vii shall apply. In these circumstances then MVC reserves the right to charge an administration fee of £25.00.</p>	<p>31. Damage caused by accidents, negligence etc</p> <p>a) The Customer will pay to MVC the cost of repairing collision or other damage to the Vehicle or Substitute Vehicle arising from, but not limited to, accident, neglect or abuse of the Vehicle by, or the negligence of, the Customer or its employees, servants, agents or any other third party in addition to ongoing Monthly Hire Charges until the Vehicle has been repaired and returned to service.</p> <p>b) Where, as a result of accident, neglect, abuse or negligence of the Customer or its employees, servants, agents or any other third party the Vehicle or Substitute Vehicle is declared by the Customer's insurers to be damaged beyond economic repair or, if the Vehicle is lost or stolen or is destroyed for any reason the Customer will immediately inform MVC in writing. As soon as is reasonably practicable following such notification MVC will either :</p> <p>i. Provide a new replacement vehicle on terms to be agreed. In these circumstances the Customer will pay to MVC the greater of the written down value or the open market value of the Vehicle on the date of settlement and will continue to pay all charges due under this Agreement until the said value of the Vehicle is received by MVC. Upon receipt of cleared funds in full settlement of the loss the Agreement in respect of the Vehicle will be deemed to have terminated without further liability to the Customer, or</p> <p>ii. if possible, supply a used vehicle of equivalent age and condition to the said Vehicle for the remaining unexpired Period of Hire upon the same terms and conditions and Monthly Hire Charges. In these circumstances the Customer will pay to MVC the greater of the written down value or the open market value of the Vehicle on the date of settlement and will continue to pay all charges due under this Agreement until the said value of the Vehicle is received by MVC. The Agreement will continue in full force and effect.</p> <p>c) In the event it is not possible to supply a replacement vehicle of a similar age or the Customer elects not to have such a vehicle or a new replacement vehicle then the Customer will:</p> <p>i. Pay to MVC the equivalent of the written down value of the Vehicle on the date of settlement and will continue to pay all charges due under this Agreement until the said written down value for the Vehicle is received by MVC; and</p> <p>ii. pay the sums referred to in clauses 37.a.i, 37.a.ii and 37.a.iv below; and</p> <p>iii. indemnify MVC in respect of any other costs and losses it may incur as a result of the loss of the Vehicle.</p>	<p>d) In the event that the insurance monies is insufficient to settle the written down value of the Vehicle referred to in clauses 31.b.i, 31.b.ii and 31.c.i above then the Customer will pay any shortfall to MVC within 30 days of a written demand.</p> <p>32. Adjustment of Charges</p> <p>a) The Monthly Hire Charge. Excess Distance Charge and Excess Refrigerator Running Hours Charge is based, inter alia, on manufacturer's terms ruling at the date of this Agreement. MVC reserves the right to increase any or all of such Charges proportionately.</p> <p>b) If a manufacturer changes its terms to MVC between the date of execution of this Agreement by MVC and the date of Delivery of the Vehicle to the Customer, and if such change is made the Customer will pay the increased Charges.</p> <p>c) MVC reserves the right to increase any or all charges as indicated by the percentage increase in RPI during the Rental Period – published at: https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/czbh/mm23.</p> <p>d) The Customer will pay to MVC any increase after the date of execution of this Agreement by MVC in the cost to MVC of the Road Fund Licence Fee. The Customer will pay to MVC the cost of complying with any legal requirement relating to the Vehicle imposed after the date of execution of this Agreement by MVC.</p> <p>33. Variations of Estimates</p> <p>The Period of Hire, Monthly Hire Charge. Excess Distance Charge and Excess Refrigerator Running Hours Charge are based upon the estimates of Vehicle use and application. If in fact the distance covered by the Vehicle or the Refrigerator Running Hours Consumption varies by 5 percent either way from the annual inclusive miles allowance or Refrigerator Running Hours stated in the Agreement Schedule or there is a change in the use or application of the Vehicle which in MVC's opinion increases the operating cost of the Vehicle, then MVC reserves the right to vary upon written notice to the Customer any or all of the Period of Hire, Monthly Hire Charge, Excess Distance Charge or Refrigerator Running Hours Charge.</p> <p>34. Value Added Tax</p> <p>All charges set out in this Agreement are exclusive of Value Added Tax and this will be charged at the applicable rate in force from time to time.</p> <p>35. Time of payment</p> <p>Save where otherwise expressly provided in this Agreement all charges or sums which may from time to time become due under this Agreement shall be paid no later than 30 days after being notified in writing by MVC that such charges are payable. Punctual payments of each and every sum due under this Agreement shall be of the essence of this Agreement.</p>
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36. Termination

a) Termination by the Effluxion of time

Subject always to the terms of clause 38 below, this Agreement will terminate on the expiry of the period of hire.

b) Termination by repudiatory breach of this Agreement If the Customer:

i. Fails punctually to pay any charge or other sum which may from time to time become due under this Agreement, or

ii. fails to observe or perform any of the other terms of this Agreement and MVC is of the opinion that the failure is capable of remedy then MVC will give 10 days written notice to the Customer specifying the failure. In the event that such failure is not remedied within 10 days of the date of such notice (or such longer period as MVC may decide); then in either case the failure shall be accepted by MVC as a repudiatory breach of this Agreement and MVC may immediately terminate this Agreement by notice in writing to the Customer or by taking possession of the Vehicle (with the right for that purpose to enter any premises occupied by or under the control of the Customer), without prejudice to any claim MVC may have against the Customer for sums payable under or for damages for breach of this Agreement, including any claim for interest and costs. MVC's right of termination shall not expire or be lost or given up by reason of any conduct or omission of MVC whatsoever save in the case of a written notice or affirmation or waiver given by it.

c) Termination on the occurrence of other events

i. In the event of the Customer entering into a Deed of Arrangement or failing to comply with a Statutory Demand under the Insolvency Act 1986 or making a Voluntary Arrangement Insolvency Act 1986 or passing a resolution so to do, or having distress or execution levied or threatened to be levied on its property, or having a Receiver, including an Administrative Receiver appointed over the whole or part of its property or passing a resolution so to do, or a petition presented for its bankruptcy, winding up or the appointment of an Administrator or passing a resolution so to do, or ceasing to trade, then in each and every such case:

1) MVC's consent to the Customer's possession of the Vehicle shall immediately and, without any notice terminate, and

2) this Agreement shall immediately and without any notice terminate without prejudice to any claim which MVC may have against the Customer for sums payable under or damages for breach of this Agreement, including any claim for interest and costs, and

3) MVC may immediately take possession of the Vehicle with the right for that purpose to enter any premises occupied by or under the control of the Customer.

ii. This Agreement will be deemed to have been repudiated by the Customer whereupon the Customer will cease to be in possession of the Vehicle with MVC's consent, the hire of the Vehicle will terminate automatically and it may be repossessed at any time if without prior written agreement, there is a material change in the Customer's ownership structure and/or shareholders.

d) Voluntary Termination

i. The Customer may voluntarily terminate this Agreement prior to the end of the Period of Hire by giving MVC 90 days notice in writing. If such notice is given, the Customer shall on the day such notice expires:

1) return the Vehicle to MVC.

2) pay to MVC the sums referred to in clause 37.a.i, 37.a.ii and 37a.iv which sums shall be payable by way of agreed compensation for early termination).

ii. If on the day such notice expires, the Customer fails to return the Vehicle to MVC or (fails to pay the sums referred to in 36.d.i.2) above, this Agreement will remain in full force and effect until such time as the Vehicle is returned to MVC and/or the sums referred to in 36.d.i.2) above are paid.

37. Payment on Termination

a) In the event of this Agreement being terminated in accordance with either of clauses 36.b and 36 c above, the Customer shall pay to MVC:

i. all arrears of Monthly Hire Charge and Excess Distance and/or Excess Refrigerator Running Hours Charges (if any) including any interest due under this Agreement in respect of such arrears and apportioned Monthly Hire Charge for any broken monthly period (such apportionment to be computed on a daily basis up to the date of termination).

ii. such other sums (if any) as may be due and unpaid under this Agreement and any interest and costs thereon.

iii. all reasonable expenses and costs incurred by MVC in taking possession of the Vehicle and enforcing its rights under this Agreement.

iv. the balance of the Monthly Hire Charges payable under this Agreement as liquidated or agreed damages to the end of the Period of Hire less an allowance of 40% of such balance representing the Services no longer to be provided, depreciation not to be incurred and a discount for early payment of such balance. If termination takes place within the last six month of the Period of Hire all remaining rentals will be payable in full.

b) In addition to payments in clause 37a above, upon termination for whatever reason the Customer will pay the cost incurred by MVC in putting the Vehicle in a condition which complies with the terms of clause 23 above.

38. Extension of the Period of Hire

a) The Customer will give 90 days written notice to MVC prior to the expiry of the Period of Hire stating whether or not the Customer wishes to extend the Period of Hire.

b) If the Customer wishes to extend the Period of Hire MVC will consider the request and the terms of any such extension, but is not bound to extend Period of Hire.

c) If the Customer fails to give such notice when due and the Vehicle is retained by the Customer beyond the expiry of the Period of Hire then, until the Vehicle is returned to MVC these terms and conditions will continue in full force and effect. The Customer will indemnify MVC against any losses, costs, claims, damages and expenses caused by such failure. For the avoidance of doubt, the Vehicle will be considered returned when permanently redelivered to MVC and the keys handed over.

d) If MVC agrees to such extension then these terms and conditions will continue in full force and effect. If, in MVC's opinion, during the extension period it becomes uneconomic to continue to provide the vehicle under the agreed terms, then MVC will advise the Customer and shall be entitled to terminate the extension period by giving the Customer 30 days notice in writing. The Customer will also be required to give MVC 30 days notice should they decide to return the vehicle.

GENERAL

39. Amendments

The terms of this Agreement shall not be amended other than in writing and signed by the Managing Director or Finance Director of MVC and a duly authorised signatory of the Customer.

<p>GENERAL</p> <p>39. Amendments</p> <p>The terms of this Agreement shall not be amended other than in writing and signed by the Managing Director or Finance Director of MVC and a duly authorised signatory of the Customer.</p> <p>40. Waiver</p> <p>Any failure by either party to insist upon the performance of any term of this Agreement or to exercise any rights hereunder shall not be construed as a waiver by such party and this Agreement shall remain in force notwithstanding any such failure.</p> <p>41. Notices</p> <p>Any notice or other document required to be delivered or sent under this Agreement shall be delivered or sent to the registered or last known place of business of the addressee by hand or first class post and by registered post or recorded delivery when they shall be deemed to be delivered within 2 days of the date of posting, or by email when it shall be deemed to be delivered within 2 hours of the time of transmission.</p> <p>42. Agreement extent</p> <p>This Agreement together with the Proposal (if any), the Vehicle Specification Sheet, the Agreement Schedule, and the Delivery Acceptance represents the entire agreement between the parties as to the hire of the Vehicle and supercedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written which have arisen between the parties.</p> <p>43. Force Majeure</p> <p>Should MVC fail to provide the Vehicle, Substitute Vehicle or any of the Services due under this Agreement or should such Vehicle be lost, destroyed or damaged due to any accident, Act of God, war, insurrection, terrorist activity, riot, confiscation, requisition, Order of any Government or Public or Local Authority, civil commotion, strike, lockout, stoppage, restraint of labour from whatever cause being partial or general, fire, failure of suppliers to deliver, hindrance of transportation or other cause outside the control of MVC then MVC shall not be liable to the Customer in respect of such failure, loss, destruction or damage nor for any consequential loss which might be suffered by the Customer. If any such circumstances prevail then MVC will, if possible, discharge its obligation as soon as those circumstances have ceased to affect its obligations.</p>	<p>44. Sub-Contracting and Assignment by MVC</p> <p>The Customer may not assign its obligations under this Agreement without the</p> <p>a) previous written consent of MVC which shall not be unreasonably withheld.</p> <p>c) MVC shall be entitled to sub-contract any or all of the Services to be provided hereunder and/or to assign all or part of this Agreement to a third party without prior notification to the Customer.</p> <p>45. Descriptions and Representations</p> <p>a) All descriptions and illustrations and particulars of weights and dimensions issued by MVC in catalogues, diagrams and schematics, price lists and advertising material are by way of general description and approximate only and shall not form part of this Agreement nor give rise to liability on the part of MVC.</p> <p>b) The employees, servants and agents of MVC are not authorised to make oral representations as to the date of Delivery of the Vehicle, its description, quality or fitness for any particular purpose of any goods or work. If a representation is made or an opinion expressed orally which materially affects the decision of the Customer to place an order with MVC, the Customer should ensure that such details are confirmed in writing by a duly authorised officer or employee of MVC so as to form a part of this Agreement. No liability can otherwise be accepted by MVC.</p> <p>46. Severance</p> <p>In the event that any of the terms of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term shall be severed from the remaining terms which shall continue to be valid to the fullest extent permitted by law.</p> <p>47. Third Party Rights</p> <p>Nothing in this Agreement is expressly or impliedly intended to confer on any third party any right to enforce any of its provisions pursuant to the Contracts (Rights of Third Parties) Act 1999.</p> <p>49. The headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.</p>	<p>49. Data Protection Act</p> <p>We (MV Commercial Limited), our shareholders and group companies) will use your information for administration, marketing and customer services. In order to provide you with a better service we may profile your transactional history. We will disclose your information to our service providers and agents for these purposes. We may search the files of credit reference agencies who will record information. Information may be shared with other credit grantors and used for making credit decisions, fraud prevention and occasionally for tracing debtors. We may share your information with organisations who are our business partners. We or they may contact you by mail, telephone, fax or e-mail to let you know about any goods, services or promotions which may be of interest to you.</p> <p>50. Sub Hire Agreements</p> <p>The Hirer acknowledges that the Finance Houses used by the Lessor to fund Goods have certain rights under this Agreement, even though are not signatories of the same. These rights include:</p> <p>a) The right to visit or enter the Hirer's place/s of business to ascertain the whereabouts of any Goods funded by them.</p> <p>b) The right to uplift the Goods if the Hirer is in payment arrears to the Lessor or if the Lessor is in any breach (or howsoever described) under any Agreement between the Lessor and the Finance House.</p> <p>c) In the event that the Lessor enters administration, receivership or liquidation and has not paid the Finance House for the Goods, the Finance House has the absolute and immediate right to enter the Hirer's premises or those of the Hirer's customers to identify the whereabouts and uplift the Goods.</p> <p>d) Alternatively, the Finance House may, at its complete discretion and without prejudice to their rights agree to enter into a direct relationship with the Hirer to continue leasing the Goods until the end of the Contract Period under this Agreement.</p> <p>e) Subject to the Finance House's agreement, if the Lessor goes into administration, liquidation or receivership the Hirer shall be entitled to make Rental payments to the Finance House directly so as to avoid termination of the Contract Period of that Agreement; such payments must be made without set off, deduction or counterclaim.</p> <p>51. Head Finance Agreement</p> <p>Where a vehicle is subject to a Head Finance Agreement the hiring of that Vehicle may be terminated by MV Commercial Limited giving 60 days notice to the Customer if the owner of the Vehicle becomes entitled to require possession of that Vehicle under the terms of the Head Finance Agreement.</p>
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