

## 1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in these Conditions
- Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. **Business Hours:** the period from 7:30 am to 5.00 pm on any Business Day. **Commencement Date:** has the meaning given to it in clause 2.2. **Conditions:** these terms and conditions as amended from time to time. **Contract:** the contract between the Supplier and the Customer for the supply of the Vehicle in accordance with the Conditions. **Customer:** the person or firm who has hired the Vehicle from the Supplier. **Delivery:** the transfer of physical possession of the Vehicle to the Customer at the Delivery Location. **Delivery Date:** the date specified in the Order. **Delivery Location:** the delivery address set out in the Order. **Deposit:** the deposit amount set out in the Order. **Vehicle:** the vehicle as described in the Order, all substitutions, replacements or renewals of such Vehicle and all related accessories, manuals and instructions provided for it. **Order:** the Customer's order for the Vehicle as set out overleaf. **Payment Schedule:** the sums payable under this Contract as set out in the Order. **Rental Payments:** the payments made by or on behalf of the Customer for hire of the Vehicle. **Rental Period:** the period of hire as set out in the Order. **Risk Period:** the period during which the Vehicle is at the sole risk of the Customer as set out in clause 5.2. **Supplier:** Tedbar Van Hire Limited (company no. 15493868) whose registered office is at 96 Holywell Road, Sheffield, S4 8AS. **Total Loss:** due to the Customer's default the Vehicle is, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated. **VAT:** value added tax chargeable in the UK.
- 1.2 Clause headings shall not affect the interpretation of these Conditions.
- 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 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.
- 1.7 A reference to **writing** or **written** excludes fax but not email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 References to clauses are to the clauses of these Conditions.
- 1.10 Any words following the terms **including**, **include**, or any similar expression shall be interpreted as illustrative and not limit the sense of the words preceding those terms.

## 2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to hire the Vehicle in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted by the Supplier when it issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.
- 2.5 The Supplier shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's quiet possession of the Vehicle.

## 3. RENTAL PAYMENTS AND DEPOSIT

- 3.1 The Customer shall pay the Rental Payments to the Supplier in accordance with the Payment Schedule. The Rental Payments shall be paid in pounds sterling and shall be made in cleared funds to the bank account nominated by the Supplier.
- 3.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 3.3 All amounts due under this Contract 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).
- 3.4 If the Customer fails to make a payment due to the Supplier under this Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer 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%.
- 3.5 The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Vehicle. The Customer shall, on the date of this Contract, pay the Deposit to the Supplier. If the Customer fails to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Vehicle (in whole or in part), the Supplier shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to the Supplier any sums deducted from the Deposit within ten Business Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within five Business Days of the end of the Rental Period.

## 4. DELIVERY

- 4.1 The Supplier shall use all reasonable endeavours to effect Delivery by the Delivery Date. Risk shall transfer in accordance with clause 5.2 of these Conditions.
- 4.2 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Vehicle. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Vehicle 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 Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

## 5. TITLE, RISK AND INSURANCE

- 5.1 The Vehicle shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Vehicle (save the right to possession and use of the Vehicle subject to the terms and conditions of this Contract)
- 5.2 The risk of loss, theft, damage or destruction of the Vehicle shall pass to the Customer on Delivery. The Vehicle shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Vehicle is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Vehicle is redelivered to the Supplier. Unless otherwise agreed with the Supplier, during the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

- 5.2.1 insurance of the Vehicle 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 Supplier may from time to time nominate in writing;
- 5.2.2 insurance for such amounts as a prudent owner or operator of the Vehicle would insure for, or such amount as the Supplier 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 Vehicle; and
- 5.2.3 insurance against such other or further risks relating to the Vehicle as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer in writing.
- 5.3 All insurance policies procured by the Customer shall be endorsed to provide the Supplier with at least 5 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Vehicle. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 5.4 If the Customer fails to effect or maintain any of the insurances required under this Contract, the Supplier 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 Customer.

- 5.5 The Customer shall, at Delivery, and otherwise on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.
- 5.6 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Vehicle arising out of or in connection with the Customer's possession or use of the Vehicle.

## 6. CUSTOMER'S RESPONSIBILITIES

- 6.1 The Customer shall during the term of this Contract:
- 6.1.1 ensure that the Vehicle is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
- 6.1.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Vehicle is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 6.1.3 maintain at its own expense the Vehicle in good and substantial repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, ensuring daily checks are carried out on the Vehicle and that any necessary replenishments are made to lubricants, water and anti-freeze levels and tyre pressure and shall make good any damage to the Vehicle;
- 6.1.4 make no alteration to the Vehicle and shall not remove any existing component (or components) from the Vehicle unless the component (or components) is (or 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 or advanced version of it. Title in all substitutions, replacements, renewals made in or to the Vehicle shall vest in the Supplier immediately on installation;
- 6.1.5 pay, on time, all licence fees, charges (including tolls, congestion charges, clean air zone charges etc), taxes, parking fines, speeding fines and other sums due relating to the Vehicle or its use;
- 6.1.6 keep the Supplier fully informed of all material matters relating to the Vehicle;
- 6.1.7 permit the Supplier or its duly authorised representative to inspect the Vehicle at all reasonable times and for such purpose to enter onto any premises at which the Vehicle may be located, and shall grant reasonable access and facilities for such inspection;
- 6.1.8 maintain operating and maintenance records of the Vehicle and make copies of such records readily available to the Supplier, together with such additional information as the Supplier may reasonably require;
- 6.1.9 not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Vehicle or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 6.1.10 not do anything in respect of or in connection with the Vehicle which may contravene the Road Traffic Acts or any other applicable legislation or regulations;
- 6.1.11 not suffer or permit the Vehicle to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Vehicle is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Vehicle and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 6.1.12 not use the Vehicle for any unlawful purpose;
- 6.1.13 ensure that at all times the Vehicle remains identifiable as being the Supplier's property and ensure that all branding, signage and liveries of the Supplier remain visible and attached to the Vehicle;
- 6.1.14 deliver up the Vehicle at the end of the Rental Period at such address as the Supplier requires; and
- 6.1.15 not do or permit to be done anything which could invalidate the insurances referred to in clause 5.2.
- 6.2 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Vehicle arising out of or in connection with any negligence, misuse, mishandling of the Vehicle or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of, or in connection with any failure by the Customer to comply with its obligations in this clause 6.
- 6.3 Drivers must be between 25 years and 70 years old, have held the driving licence for more than 2 years. Additionally no drivers must have had penalty point imposed. Parking and not more than a combination of two SP and/or TS offences not exceeding 6 penalty points in total in the past 3 years may be ignored.

## 7. WARRANTY

- 7.1 The Supplier warrants that the Vehicle shall substantially conform to the Order.
- 7.2 Insofar as the Vehicle comprises or contains Vehicle or components which were not manufactured or produced by the Supplier, the Customer shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer.
- 7.3 If the Customer discovers any material defect in, or damage to, the Vehicle during the Rental Period, the Customer shall give notice in writing to the Supplier and the Supplier shall, at its option, repair or replace the Vehicle and make an appropriate reduction to the Rental Payments payable during the remaining term of the Contract, and if relevant, return any Deposit (or any part of it).

## 8. LIMITATION OF LIABILITY

- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in this Contract limits any liability which cannot legally be limited including liability for:
- 8.2.1 death or personal injury caused by negligence;
- 8.2.2 fraud or fraudulent misrepresentation; and
- 8.2.3 breach of the terms implied by section 7 of the Supply of Goods and Services Act
- 8.3 Subject to clause 8.2, the Supplier's total liability to the Customer shall not exceed the amount of the Rental Payments received by the Supplier.
- 8.4 Subject to clause 8.2, the Supplier shall not be liable under this Contract for any:
- 8.4.1 loss of profits;
- 8.4.2 loss of sales or business;
- 8.4.3 loss of agreement or contracts;
- 8.4.4 loss of anticipated savings;
- 8.4.5 loss of use or corruption of software, data or information;
- 8.4.6 loss of or damage to goodwill; and
- 8.4.7 indirect or consequential loss.
- 8.5 Subject to clause 8.2, all implied terms and conditions as to the quality or performance of the Vehicle and any other goods or services provided under this Contract are, to the fullest extent permitted by law, excluded from this Contract.

## 9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.1.1 the Customer fails to pay any amount due under this Contract on the due date for payment;
- 9.1.2 the Customer commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [14] days after being notified in writing to do so;
- 9.1.3 the Customer repeatedly breaches any of the terms of this Contract 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 Contract;
- 9.1.4 the Customer 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 (**IA 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 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- 9.1.5 the Customer 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 Customer with one or more other companies or the solvent reconstruction of the Customer;
- 9.1.6 the Customer applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- 9.1.7 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 Customer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 9.1.8 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer (being a company);
- 9.1.9 the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 9.1.10 a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
- 9.1.11 a creditor or encumbrancer of the Customer 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 Customer's assets and such attachment or process is not discharged within 7 days;
- 9.1.12 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.4 to clause 9.1.11 (inclusive);
- 9.1.13 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy;
- 9.1.14 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 9.1.15 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 9.2 For the purposes of clause 9.1.2, a **material breach** means: 9.2.1 a breach of any of the obligations set out in clause 7 or 9.2.2 a breach that has a serious effect on the benefit the Supplier would otherwise derive from this Contract.
- 9.3 This Contract shall automatically terminate if a Total Loss occurs in relation to the Vehicle.
- 9.4 Without affecting any other right or remedy available to it, either party may terminate this Contract on giving less than 5 Business Days' written notice to the other as a result of changes to the relevant party's operational requirements.

## 10. CONSEQUENCES OF TERMINATION OR EXPIRY

- 10.1 On expiry or termination of this Contract, however caused:
- 10.1.1 the Supplier's consent to the Customer's possession of the Vehicle shall terminate;
- 10.1.2 the Customer shall return the Vehicle to the Supplier, failing which, the Supplier may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Vehicle and for this purpose may enter any premises at which the Vehicle is located;
- 10.1.3 the Customer shall ensure the safe and proper storage of the Vehicle until it has been returned to or collected by the Supplier; and
- 10.1.4 within 5 Business Days of the return or collection of the Vehicle the Supplier shall inspect the Vehicle and notify the Customer of any loss or damage to the Vehicle;
- 10.1.5 Without prejudice to any other rights or remedies of the Customer, the Customer shall pay to the Supplier on demand: (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 3.4; (ii) any costs and expenses incurred by the Supplier in recovering the Vehicle or in collecting any sums due under this Contract (including any storage, insurance, repair, transport, legal and remarketing costs); and (iii) any costs of repair or replacement of part(s) or accessories arising out of the Supplier's inspection of the Vehicle where such repair or replacement is required as a result of loss or damage to the Vehicle which the Supplier having carried out its inspection of the Vehicle pursuant to clause 10.1.4, reasonably considers to be in excess of fair wear and tear having regard only to the age and mileage of the Vehicle.

- 10.2 On termination of this Contract pursuant to clause 9.1, any other repudiation of this Contract by the Customer which is accepted by the Supplier or pursuant to clause 9.3, without prejudice to any other rights or remedies of the Supplier, the Customer shall pay to the Supplier on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Rental Period.

- 10.3 The sums payable pursuant to clause 10.2 shall be agreed compensation for the Supplier's loss and shall be payable in addition to the sums payable pursuant to clause 10.1.5. Such sums may be partly or wholly recovered from any Deposit.

- 10.4 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

- 10.5 Termination or expiry of this Contract 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 Contract which existed at or before the date of termination or expiry.

## 11. FORCE MAJEURE

Neither party shall be in breach of this Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate this Contract by giving [7] days' written notice to the affected party.

## 12. CONFIDENTIAL INFORMATION

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- 12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 12; and

- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

## 13. ASSIGNMENT AND OTHER DEALINGS

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

## 14. ENTIRE CONTRACT

14.1 This Contract constitutes the entire contract between the parties.

14.2 Each party acknowledges that in entering into this Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

## 15. VARIATION

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

## 16. NO PARTNERSHIP OR AGENCY

16.1 Nothing in this Contract 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.

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

## 17. FURTHER ASSURANCE

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 reasonably be required for the purpose of giving full effect to this Contract.

## 18. THIRD PARTY RIGHTS

18.1 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

## 19. NOTICES

19.1 Any notice 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

19.2 Any notice shall be deemed to have been received:

- 19.2.1 if delivered by hand, at the time the notice is left at the proper address or;
- 19.2.2 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

19.3 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.

## 20. WAIVER

20.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## 21. RIGHTS AND REMEDIES

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

## 22. SEVERANCE

22.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22.2 If any provision or part-provision of this Contract is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 23. GOVERNING LAW

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation 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 exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

**Order**

1	Vehicle	
2	Rental Period	
3	Deposit (£)	
4	Payment Schedule	
5	Commencement Date	
6	Delivery Date	
7	Delivery Location	