



## PHLEET LTD STANDARD TERMS AND CONDITIONS FOR VEHICLES AND EQUIPMENT HIRE

### 1. Agreement

Phleet Limited (with a registered office 20-22 Wenlock road, London, N1 7GU (company number 15540395) (“we”, “us” or “our”) supplies hire Vehicles, plant, equipment and (if applicable) Additional Services which shall all be subject to these terms and conditions (“Terms”). The Agreement shall be to the exclusion of any other terms and conditions and by signing the Order Form and/or allowing us to hire vehicles/equipment or provide Additional Services to you, you acknowledge and agree that you shall be bound by the Terms set out in this document as amended from time to time by us.

### 2. Application

To become a customer of Phleet you must first accurately complete a Customer Account Application Form. This Form will provide you with the pricing details for the vehicles/equipment available to rent from us and or Additional Services you can elect to receive.

You understand and agree that the Account Application Form will be used by us internally to assess your ability to adhere to the agreement. Your information will not be shared with any other party.

Once the relevant Order Forms have been duly completed and accepted by us you will be able to receive your vehicles /equipment

Collection of, or acceptance by you of delivery of the Vehicle/equipment shall be deemed to constitute unqualified acceptance of the Agreement.

From time to time we may enter into separate Schedules which set out additional terms agreed between you and us and/or Special Terms which set out any variation agreed between you and us to these Terms. Schedules and Special Terms will only be valid if they are in writing and signed by a director or authorised representative of you and us.

If there is misrepresentation or if false statements or fraudulent documents are provided as part of or during the application or hire process or if relevant information is incorrect or undisclosed and we subsequently incur any loss as part of that agreement, then the hirer, the hiring company, all directors, PSC’s or shareholders will be jointly liable for those losses in full.

### 3. Vehicle/equipment Hire Products & Price

Each Vehicle/equipment will be hired to you in one of the following ways which shall be specified on the Quote and or Booking Form:

1. for a minimum Rental Period of 12 months, meaning that there is a defined period for hire of the Vehicle/equipment (and a set Return Date of the Vehicle/equipment) as set out in the Booking Form.
2. or a minimum Rental Period of 84 days (3 month Hire) or 168 days (6 month Hire) , meaning that there is a short defined period for hire of the Vehicle/equipment (and a set Return Date of the Vehicle/equipment) as set out in the Booking Form.
3. We will supply to you a schedule with prices regarding the Vehicles/equipment you have indicated to us you wish to hire (“Pricing Schedule”). Any Vehicles/equipment not listed on the Pricing Schedule, but you wish to hire will be subject to our standard tariff rates available upon request.
4. The Pricing Schedule will set a timeframe during which the prices stated will be valid. If the Pricing Schedule does not expressly contain a timeframe during which the prices stated are valid it is to be assumed to be 28 days.
5. All prices provided to you are excluding VAT and are subject to VAT at the prevailing rate.

## 4. Payments

1. Payments must be made on time on or before the start of each hire period, either weekly or monthly.
2. Failed or late payments and cancelled direct debits or subscriptions will incur an administration charge of £50.
3. A valid payment method must be held on file at all times. Failure to have a valid payment method on file may be considered a breach of this agreement.
4. If a payment fails or is late, we reserve the right to collect the vehicle /equipment from you. You will remain liable for the hire charges and all other liabilities under the hire agreement for the minimum hire period.
5. If late or missed payments are received by us, we may release the vehicle /equipment back to you if requested and at our discretion. In this instance an additional deposit may be required equivalent to 1 months hire or £1000 whichever is higher. The deposit will cover us in the event of future failed payments. An administration fee will also be payable of £50. Vehicles will not be released back to customers until all outstanding hire charges, collection charges, deposits and admin fees are paid in full.

## 5. Vehicle/equipment On-Hire/Delivery

1. You shall in accordance with the Booking, take the Vehicle/equipment on the Start Date.
2. Before On-hire, you or your representative may be asked to sign an electronic device or document to confirm the condition of the Vehicle/equipment at the Start Date (the “Vehicle/equipment Condition Report”). You acknowledge and agree that any of your employees are authorised to sign a Vehicle/equipment Condition Report on your behalf.
3. If we leave a Vehicle/equipment Condition Report for you to check (or email it to you), you shall check it and contact us if there is anything that you do not agree with by no later than 2 hours following delivery . If either (i) you use the Vehicle/equipment or (ii) we have not been notified within this time

(even if you have not by then used it) you are in either case deemed to have agreed to and accepted the Vehicle/equipment Condition Report.

4. If we attempt to deliver a Vehicle/equipment to a location specified by you at the start of the Rental Period or if you fail to collect the Vehicle/equipment on the Start Date (as applicable) and you are not available to receive the Vehicle/equipment or do not collect the Vehicle/equipment, we reserve the right to charge you for all costs incurred in any and all failed deliveries and if it is a 12 Months+ you will be liable to pay the Rental Charges from the start of the Rental Period even though you have not taken delivery of, or collected, the Vehicle/equipment. We will use reasonable endeavours to arrange another suitable delivery date or to offer to make available the Vehicle/equipment for collection for you, but if you fail to take delivery of, or collect the Vehicle/equipment within a period of ten 10 working days from the Start Date, we shall be entitled to terminate the Booking and charge you for the hire charges set out above.

## 6. Vehicle/equipment /Equipment Return

1. You will remain liable for any loss of or damage to the Vehicles/equipment and/or equipment hired and are obliged to comply with these Terms until the procedure for Off-hiring the Vehicles or equipment has been completed.

2. Where the Vehicle/equipment is on 12 Months+ you must return the Vehicle/equipment to a Branch on or before the Return Date. Where the Vehicle/equipment is on 3 month or 6 month + Hire you must return the Vehicle/equipment on or after the Return Date. Hire Extensions can be agreed in advance of the end date with a minimum of 4 weeks notice.

3. If you return a Vehicle or equipment before the Return Date the following charges apply:

1. If the Rental Period is 12 months you will remain liable for Rental Charges for the entire 12 month period;
2. If the Rental Period is more than 12 months you will be liable for Rental Charges up to the agreed end date.
3. When a Vehicle/equipment is on 3 month + Hire and you return the Vehicle/equipment before or after the Return Date (minimum 84 days (Minimum Period)) the following charges apply: if the Rental Period is less than the Minimum Period you will remain liable for the Rental Charges for the entire Minimum Period; if the Rental Period is more than the Minimum Period you will be liable for the Rental Charges up until the Return Date.

4. For the Vehicle/equipment to be Off-hired it must be returned on the Return Date during Business Hours to the Branch identified in the Booking or otherwise agreed by us; or it must be collected by us on the Return Date

5. If we attempt to collect a Vehicle/equipment from you at a location specified by you at the end of the Rental Period and you are not available (or are otherwise unable) to return the Vehicle/equipment we reserve the right to charge you for all costs incurred in the failed collection and any Rental Charges for each Rental Day (or part day) on which you retain possession of the Vehicle/equipment after the date we attempted to collect the Vehicle/equipment at the end of the Rental Period. We will use reasonable endeavours to arrange another suitable collection date, or you can deliver the Vehicle/equipment to a Branch.

6. At Off-hire, you shall return the Vehicle/equipment in the same condition as was identified in the Vehicle/equipment Condition Report (VCR) (fair wear and tear excepted). If you fail to return the Vehicle/equipment in accordance with the VCR and the Vehicle/equipment is (in our reasonable opinion) economical to repair, the Rental Charges payable shall be recalculated to include the time of repair and the time to obtain authorisation for such repair. You will also be liable for the cost of such repairs.
7. If you fail to return the Vehicle/equipment in accordance with the VCR and the Vehicle/equipment is (in our reasonable opinion) beyond economic repair you will be liable to pay the market value of replacement of the Vehicle/equipment less any salvage value where applicable. You will also be liable for the Rental Charge, which shall be payable from the date of return of the Vehicle/equipment until the date we receive payment of the Market Value from you or your insurer.
8. If you fail to return the Vehicle/equipment on the Return Date due to theft of the Vehicle/equipment and the Vehicle/equipment is not recovered you will be liable to pay us the Rental Charge until settlement in full is received from you or your insurer for the replacement cost (calculated in accordance with market value using CAP index)
9. If at Off-hire we are required to remove materials or equipment from a Vehicle/equipment you shall be responsible for the costs associated with this removal (including the Rental Charge for any days or part thereof on which the Vehicle/equipment cannot reasonably be hired to a third party due to the materials or equipment needing to be removed) and any subsequent cleaning of the Vehicle/equipment.
10. If, upon return of a Vehicle/equipment, any evidence of smoking is found or the Vehicle/equipment is otherwise in an unacceptably dirty or unusable condition, we reserve the right to pass on the charge to valet the Vehicle/equipment, any other associated charges and the Administration Fee.
11. We may require that we change any Vehicle/equipment On-hire to you at any time during the Rental Period for any reason. Where we do so, we shall change the Vehicle/equipment for a suitable replacement Vehicle/equipment without any change to the Rental Charges. If you fail to comply with any demand by us to change a Vehicle/equipment, we shall be entitled to terminate the Booking and repossess the Vehicle/equipment(s)/equipment

## **7. Fuel and Mileage Charges**

1. Upon Delivery / collection of the vehicles/equipment fuel levels will be recorded. The fuel level will be recorded at the point you return the Vehicle/equipment to our Branch, or the point the Vehicle/equipment is collected by us (as applicable). Upon Off-hire you shall return the Vehicle/equipment with fuel at the same level as it was when delivered.
2. You shall pay the cost of replacement fuel where the Vehicle/equipment is not returned in accordance with clause 7.1 at our prevailing rate.
3. The Rental Charge is calculated (among other things) in accordance with your estimated annual mileage ("Estimated Annual Mileage"). You must ensure that the Estimated Annual Mileage you give us at the time of Booking is accurate to the best of your knowledge and belief. You shall promptly inform us if you have reasonable cause to believe that you have or are likely to exceed the Estimated Annual Mileage on any Vehicle/equipment.
4. We reserve the right to monitor throughout the Rental Period your actual mileage ("Actual Mileage") (whether this is via information given by or requested from you or at any time we have contact with

the Vehicle/equipment, for example for a service or repair or collected via a Telematics Device) and compare this against your Estimated Annual Mileage. In the event that your Actual Mileage exceeds or is likely to exceed (on a pro rata basis) the Estimated Annual Mileage, we reserve the right to:

1. invoice you for the Excess Mileage retrospectively over the Rental Period already expired such sum as set out in the Pricing Schedule for every mile the Actual Mileage exceeds the Estimated Annual Mileage (on a pro rata basis); and/or
2. adjust your Estimated Annual Mileage for the remainder of the Hire Period to reflect your Actual Mileage and therefore adjust the Rental Charge accordingly for the remainder of the Hire Period.

## 8. Your General Obligations

During the Rental Period you shall:

1. keep the Vehicle/equipment free from legal process or lien, fully protected and secured;
2. if applicable, register and pay for any days the Vehicle/equipment will operate in the congestion zone in London or any other congestion zone which may apply in accordance with Congestion Charge Law;
3. check on a daily basis the engine oil level, water level in radiator, washers and wipers, lights, wheel nuts and brake fluid level, tread depth and inflation on all tyres;
4. ensure the Vehicle/equipment is driven using reasonable skill and care and in accordance with any applicable road use rules (including the Highway Code and other applicable laws);
5. ensure that no smoking is carried out in the Vehicle/equipment
6. if requested by us on reasonable notice make the Vehicle/equipment available for inspection, service or repair work.
7. You shall not use the Vehicle/equipment for the carriage of passengers for hire or reward or for transportation of any live animals except where the Vehicle/equipment has been adapted to accommodate transportation of animals e.g. pest control vehicles/equipment;
8. You shall not use the Vehicle/equipment for for any illegal purpose or in contravention of any Regulations affecting the Vehicle/equipment, its use or construction;
9. if the Vehicle/equipment exceeds 3.5 tonnes gross vehicle/equipment weight unless you have obtained a valid Operator's Licence in accordance with the Goods Vehicles/equipment (Licensing of Operators) Act 1995, and supplied a copy of the same to us You shall not use the Vehicle/equipment.
10. You shall not use the Vehicle/equipment for any off-road driving, for competitive racing of any nature or to propel or tow any other vehicle/equipment or trailer unless the Vehicle/equipment is properly equipped to tow in which case towage weights must be adhered to at all times. It is your responsibility to ensure any such towing is appropriate and undertaken with due skill and care to ensure no damage is caused to the Vehicle/equipment or to the trailer being towed. We shall have no liability for the insurance of, or any damage to, any towed trailer howsoever caused.
11. You shall not use the Vehicle/equipment outside of the United Kingdom without our prior written consent.
12. You shall ensure the Vehicle/equipment is not driven by any driver who does not hold a valid driving licence for the class of vehicle/equipment to which the Vehicle/equipment belongs. An invalid driving licence would invalidate any insurance cover held on the vehicle. Should an incident of loss or damage occur and you did not reimburse us in full for any damages or loss, although you would remain liable for any loss or damage we reserve the right to pursue the driver for the full cost of any damages or losses

suffered as a result of the incident.

13 You shall not use the Vehicle/equipment if it is not covered fully by a comprehensive insurance policy provided by you as per the terms of this agreement. If at any time we discover the vehicle/equipment is not covered by a valid insurance policy for whatever reason, the vehicles/equipment will be immediately recovered by us or one of our appointed agents.

14. You shall not modify or alter the Vehicle/equipment in any way without our prior written consent and you shall be liable for any and all costs incurred by us to reverse such modifications (including rectifying any damage caused by modifications or their reversal and any servicing and safety checks following such reversal).

15. you shall keep the vehicles/equipment fully insured at all times.

## 9. Risk And Title

1. The Vehicle/equipment/equipment are at your risk from the time of delivery, collection or Installation (as applicable), and includes any Additional Equipment contained or installed in or upon the Vehicle/equipment.

2. Notwithstanding delivery and passing of risk, ownership of the Vehicle/equipment shall not pass to you at any time during the Rental Period (or otherwise), unless we and you expressly agree in writing that we will sell the Vehicle/equipment to you (in which case ownership will pass in accordance with the terms of such sale).

3. We reserve the right to immediately repossess any or all Vehicles/equipment in any Insolvency Event, if rental payments are not received in line with this agreement, or upon termination of the Agreement or Booking for any reason.

## 10. Routine Maintenance

If during the Rental Period a service of the Vehicle/equipment becomes due because either the date for service is in less than two (2) weeks or the Vehicle/equipment mileage at which a service is required is within 1,000 miles (each of which is identified in the window of the Vehicle/equipment) you shall contact us to arrange a service of the Vehicle/equipment.

If you fail to contact us to arrange a service we reserve the right to recover any Losses we incur which are caused by the failure to carry out the service at the time it was due.

In addition to the service requirements set out above each party shall be required to notify the other in relation to the additional maintenance elements set out below:

1. You will deliver to us every document of any kind received by you relating to any claim involving the Vehicle/equipment where an Incident or theft has occurred; d) provide all assistance as is reasonably required by us in relation to the defence or investigation of any claim involving the Vehicle/equipment where an Incident or theft has occurred including not aiding or abetting any claim against us and providing all requested police reports and ensure all information you provide is accurate, complete and not misleading.

2. In the event that the Vehicle/equipment is lost or stolen or otherwise a total loss we will present a claim pack to your insurer and work with them directly to settle the claim.

3. You shall be responsible for the cost of repairing any Damage and hereby authorise us to carry out any repairs (including at Off-Hire) and invoice you for those repairs. Any Damage Allowance can only be used

on Off-Hire and cannot be used against Damage caused during the Rental Period. You shall be responsible for the cost of repairing any Damage to the Vehicles/equipment.

4. You hereby authorise us to carry out any repairs (including at Off-Hire) without recourse to you up to the Delegated Authority Amount of £3500. Under the Delegated Authority we will undertake the repairs, invoice you accordingly and draw the funds from your nominated account by direct debit in accordance with these Terms.

5. If the cost of repairing any Damage exceeds the Delegated Authority Amount we will notify you and provide a claim pack which will enclose all relevant information including a breakdown of the cost of the repairs. You shall have seven (7) days from the point of receipt of the notice and claim pack to involve your insurers should you wish to do so and/or to discuss the charges. If we do not receive a response within seven (7) days you will be deemed to have consented to the repairs and we will commence the repairs in accordance with the claim pack, invoice you for those costs and draw the funds from your account under your direct debit. Your Rental Charges will be recalculated.

6. We may, at our option, elect not to repair Damage, but if we elect not to carry out such repairs at that time we reserve the right to charge you an amount equal to the cost of the repair works that would otherwise be required and which we may carry out in the future.

7. You acknowledge and agree that you:

1. shall not without our prior written approval carry out yourself and/or engage any third party to carry out repairs on a Vehicle/equipment which we have not approved in writing;
2. are not our servant or agent for any purpose and shall not hold yourself out as such; and
3. are not entitled to make any claim against us for loss of or damage to any property left stored or transported in or upon the Vehicle/equipment.

8. Where applicable, the protection of data held in the Vehicle/equipment's tachograph is your sole responsibility and we shall not be liable in any way whatsoever if you have not taken the necessary steps to protect and back-up the data.

9. If any act or omission or failure to comply with these Terms by you causes or contributes to the invalidation of the manufacturer's warranty of the Vehicle/equipment you will be responsible for any and all costs incurred by us that are associated with this invalidation.

10. If the keys to any Vehicle/equipment are lost whilst the Vehicle/equipment is in your care, we may need to replace the full lock set in the Vehicle/equipment for security reasons. In such circumstances you will be responsible for the cost of doing so (including spare keys) and the Administration Fee.

11. If we are required to attend an event relating to a Vehicle/equipment (including if a misfuelling happens, the Vehicle/equipment lights are left on, a puncture occurs, a Vehicle/equipment is damaged, you run out of electrical charge or an accident occurs) we will make a reasonable charge for doing so.

12. It is your responsibility to ensure that the Vehicle/equipment is kept topped up with fuel, oil, water and AdBlue throughout the Rental Period and if the Vehicle/equipment is Damaged in anyway, as a result of your breaching this clause, you will be liable for the entire cost of the Damage.

## 11. Breakdown Cover

1. Your vehicle hire includes RAC breakdown cover. The cover included is Roadside and At Home & Recovery + Onward Travel.
2. In the event of a breakdown the hirer must contact the RAC on the number provided in the vehicle. If the vehicle cannot be repaired at the roadside, RAC will recover the vehicle and driver and can provide a replacement hire vehicle for the driver for up to three days. In that period, we will either repair or replace the vehicle on hire with us and return it to you.
3. We cannot be held responsible for any inefficiencies or delays caused by RAC. It is the hirers responsibility to contact the RAC and deal with any breakdown and/or replacement vehicle hire directly with the RAC.

## 12. Incidents, Damage and Theft

You shall within 24 hours:

1. contact us (and if required the police) if an Incident occurs which involves the Vehicle/equipment and a Third Party (whether or not damaged). You must not make any admissions as to the extent to which you or any Third Party may be to blame for the Incident;
2. Obtain names, addresses and insurance particulars of all parties involved in the Incident including but not limited to drivers details, any Third Party and witnesses details and pass the information onto us.
3. if the Vehicle/equipment is stolen, involved in a criminal act or otherwise lost notify the police and/or notify our current breakdown cover provider (on such number as notified to you by us) if the Vehicle/equipment needs to be recovered;
4. Contact us and supply us with a police crime reference number (an incident number will not be accepted), the information set out above and advise if the Vehicle/equipment has been recovered by the police;
5. notify your insurer, but under no circumstances must you allow your insurer to collect the Vehicle/equipment or you or your insurer remove it from your motor insurance policy until the Vehicle/equipment is either back in our possession or we have received a total loss settlement payment from your insurer or a Third Party's Insurer
6. return to a Branch any Vehicle/equipment keys that were not lost or stolen with the Vehicle/equipment;
7. notify us if a stolen or lost Vehicle/equipment is found and we will arrange recovery of the Vehicle/equipment to the local Branch. Under no circumstances must the Vehicle/equipment be collected by your insurer;
8. inform us if any Vehicle/equipment is Damaged or a fault develops;  
co-operate with us and (as appropriate) your insurer at all times providing them complete and accurate information and giving them any reasonable assistance requested by any of them
9. at our request carry out all acts and things as may be reasonably required by us for the purpose of repairing or recovering a Vehicle/equipment
10. enforce any rights or remedies against and/or obtain relief from other parties
11. In addition to the cost of repairing any Damage as set out in the Agreement, you will also be liable to pay the Rental Charges for the period during which the Vehicle/equipment is being repaired or the period

between a Vehicle/equipment being stolen or deemed a total loss and replaced. This is to reflect the loss of use of the Vehicle/equipment.

### 13. Fines, Penalties and Charges

1. You shall be liable for any charges, penalties, offences or fines incurred during the Rental Period due to your acts or omissions (or those of any driver of the Vehicle/equipment) under any applicable laws or Regulations including in relation to any driving, parking, lighting, loading or unloading offence and including but not limited to fixed penalty charge notices, parking fines, bus lane fines, fines relating to toll charges and charges under Congestion Charge Law.
2. If we receive notice of any penalty charges from the relevant issuing authority (which shall include private parking companies), we will pay any penalty charges that are notified to us. We will not query any such penalty charges nor will we notify you prior to payment.
3. You agree to pay to us upon demand any fines, penalties and charges we pay plus the Administration Fee of £35 for processing the same.
4. If we are notified of any penalty charges or other offences which require driver details you agree we will supply your details to the issuing authority who will contact you directly in relation to the fine or notice. We will charge the Administration Fee of £35 in respect of the processing of these penalty charge notices.
5. If you register the Vehicle/equipment on any account for the payment of congestion charges or toll roads, it is your sole responsibility to remove the Vehicle/equipment from your account at the end of the Rental Period.

### 14. Insurance

You shall ensure during the relevant Rental Period that:

1. all Vehicles/equipment hired to you including any replacement vehicles/equipment are covered by you with a fully comprehensive insurance policy (the "Policy") for the Rental Period and until completion of the Off-hire process in accordance with these terms.
2. you notify your insurers that you are neither the registered owner nor keeper of the Vehicle/equipment and that we will retain and dispose of any salvage of the Vehicle/equipment(s) in accordance with the ABI's Code Of Practice for the Categorisation Of Motor Vehicle/equipment Salvage;
3. the Vehicle/equipment is added to the Motor Insurance Bureau's database;
4. you comply with the requirements of the Policy and procure that any drivers you permit to use a Vehicle/equipment also comply with the terms of the Policy;
5. any driver using a Vehicle/equipment will hold and will not have been disqualified from holding or obtaining a driving licence valid for the relevant Vehicle/equipment(s); and

6. you will notify us in writing as soon as reasonably practicable of any change to your Policy including changes in terms, excesses or insurance company.
7. As soon as reasonably practicable after the date of the Booking (and without exception before you collect or we deliver a Vehicle/equipment) you shall supply to us a copy of the relevant certificate of motor insurance and /or hired in plant and equipment insurance covering the Vehicle/equipment being hired. At each renewal of your relevant insurance policy you will supply us with copies of the renewal certificates. We shall not be under any obligation to supply a Vehicle/equipment to you unless and until we have received copies of the relevant certificate of insurance covering the Vehicle/equipment being hired. If you do not provide the renewal certificates as soon as reasonably practicable after the relevant renewal date we reserve the right to cancel your Booking in accordance with these Terms.
8. Any person using our vehicles or equipment without our permission, without a valid driving licence and /or without valid comprehensive insurance cover for that vehicle will be held personally liable for any damage or loss that may occur to that vehicle/equipment.
9. You shall indemnify us against all Losses suffered by us arising out of or in connection with the Agreement including any and all loss and Damage to any Vehicle/equipment hired by you (including replacement vehicles/equipment).

## 15. Additional Equipment

1. You may request that any Vehicle/equipment you hire from us is customised with additional equipment and/or branding, for example van racking, roof racks, tow bars, company branding, air conditioning, specific colour of vehicle/equipment
2. You acknowledge and agree that the charges for the Additional Equipment are in addition to the Rental Charges for the relevant Vehicle/equipment. The charges for the Additional Equipment can be split over the Rental Period. If you continue to hire the Vehicle/equipment after the agreed Rental Period we will reduce the Rental Charge to take into account that the charge for the Additional Equipment has been paid off.
3. If any Vehicle/equipment is Off-hired before the charges for any Additional Equipment have been paid in full, we will invoice you for all outstanding Additional Equipment charges as at the date of Off-Hire and invoice you. The invoice is payable upon receipt of the invoice.
4. You will be liable for and will indemnify us against any Losses we incur as a result of your use of any intellectual property as Additional Equipment on the Vehicle/equipment (including any claims that the branding applied to a Vehicle/equipment infringes the intellectual property rights of a third party).

## 16. Additional Charges

In addition to the Rental Charges (and without prejudice to any other rights or remedies or other Losses recoverable by us under the Agreement or under law), you may also be liable for the following additional charges under the Agreement:

1. failed delivery or collection
2. vehicle/equipment return charges
3. fuel charges and excess mileage

4. unauthorised modifications
5. failed servicing
6. damage, fault and theft charges
7. loss of use
8. fines, penalties and charges
9. any Additional Equipment charges
10. any charges for using the Vehicle/equipment outside the United Kingdom
11. any charges set out in any Schedule or Special Terms
12. any costs incurred by us to recover any Vehicle/equipment from you including but not limited to recovery agent fees and storage costs;
13. any Early Termination Charges
14. any Administration Fees

## **17. Liability**

1. We shall not be liable to you and you shall not be liable to us for any indirect, special or consequential loss of any nature whatsoever, whether or not such losses were reasonably foreseeable or the party in default or its agents had been advised of the possibility of the other incurring such losses.
2. We shall not be liable to you for any loss of or damage to property left, stored or transported in or upon a Vehicle/equipment.
3. Nothing in the Agreement shall operate to exclude or limit the liability of either party for:
  - death or personal injury resulting from negligence;
  - fraud or fraudulent misrepresentation; and
  - any other liability which cannot, as a matter of law, be excluded.

## **18. Indemnity**

1. you shall indemnify us against all Losses suffered or incurred by us due to the loss of or damage to any property (whether yours or a third party's) left, stored or transported in or upon a Vehicle/equipment;
2. any claims brought against us by any third party arising out of, or in connection with the Agreement.

## **19. Remedies**

If a Vehicle/equipment breaks down through no fault of yours, your exclusive and sole remedy shall be for us to recover, and repair or replace the Vehicle/equipment at our option as soon as reasonably practicable. We shall not be liable to you and you shall not be liable to us for any indirect, special or consequential loss of any nature whatsoever or for any reason.

## 20. Cancelling a Booking

1. You may cancel any booking prior to signing the hire agreement at no cost unless the Vehicle/equipment was subject to Special Terms agreed between you and us which involved us incurring costs in relation to the Vehicle/equipment before the Start Date (including any agreement to install Additional Equipment on the Vehicle/equipment);
2. If you cancel a booking after signing the hire agreement and before delivery/collection of the vehicles/equipment you will be liable for and charged one months rental for the vehicles/equipment at the applicable rate. If we were en route to deliver the Vehicle/equipment to you or had already attempted to deliver the Vehicle/equipment to you at the time of cancellation we will charge you in respect of the services we have performed and/or costs we have incurred (including failed delivery charges and the Administration Fee of £35).
3. If you cancel the agreement after delivery but before you use the vehicle you will be liable to pay the full hire costs for our minimum hire period (3 months) at the applicable rate including delivery costs, costs for any additional equipment and admin fees. We may agree to re-hire the vehicles/equipment following cancellation and return of vehicles/equipment, and if this is agreed we may reduce your liability from the full agreed hire period to the hire period and costs for the period between delivery and return only. If this is agreed you will still be liable for delivery/collection costs, additional equipment costs and administration fees. Under these circumstances cancellation will only be accepted when the vehicle / equipment is returned to our depot in the same condition as it was delivered to you and recorded on the VCR.
4. If you wish to cancel the agreement after you have used the vehicle / equipment you will be liable for the full hire period as outlined in the contract.

## 21. Travel Outside the UK

In the event you wish to take any Vehicle/equipment outside the United Kingdom, you must agree this with us in writing in advance and comply with certain additional insurance requirements as notified by us. If we consent we will charge (a) the Administration Fee of £50 for completing the additional paperwork required by us to permit you to take the Vehicle/equipment outside the United Kingdom; and (b) Additional Charges which will be advised to you at the time of your request.

## 22. Termination

Either party may terminate the Agreement or any Booking immediately if an Insolvency Event occurs in relation to the other party.

Either party may terminate the Agreement or any Booking if the other party commits a material breach of the Agreement and if capable of remedy, such breach is not remedied within thirty (30) days of the non-breaching party notifying the other of the breach. For the purposes of this Clause the following may be treated by us as a material breach not capable of remedy: a failure by you to pay us any Charges when they fall due in accordance with the Agreement or a Booking.

1. Upon termination of a Booking you shall immediately: return the Vehicle/equipment or Vehicles/equipment to which the Booking relates to us or our duly authorised agent at such place as we may appoint
2. pay to us, on demand, all Charges due in relation to that Booking

3. return all Vehicles/equipment and keys to us or our duly authorised agent at such place as we may appoint;

4. Termination of the Agreement or a Booking does not affect: the rights or liabilities of the parties which have accrued on or before termination; and the continuance in force of the following clauses which survive termination of the Agreement or any Booking:

- Vehicle/equipment Return
- Fuel and Mileage Charges
- Risk and Title
- Damage, Fault and Theft
- Fines, Penalties and Charges
- Charges and Payment
- Additional Charges
- Liability
- Indemnity
- Remedies
- Confidentiality
- Data Protection
- Entire Agreement
- General.

## 23. Confidentiality

1. We each undertake to the other that we shall not at any time disclose to any person any confidential information (including as to the level of charges paid for a Vehicle/equipment) concerning the business, affairs, customers, clients or suppliers of the other

2. We may each disclose the other's confidential information: to our employees, officers, representatives or advisers who need to know such information for the purposes of carrying out our obligations under the agreement. We shall each ensure that our employees, officers, representatives or advisers to whom we disclose the other's confidential information comply with this Clause as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3. Neither you nor we shall use the other's confidential information for any purpose other than to perform our respective obligations under the Agreement.

## 24. Data Protection

1. In relation to all Personal Data, the parties shall at all times comply with Data Protection Legislation. Please read the Privacy Policy set out at <https://www.Phleet.co.uk/privacy-policy> for further information about how we may use your Personal Data.

2. You warrant to us that, in respect of any Personal Data which you share with us pursuant to the Agreement that: you have complied in all respects with your obligations under all Data Protection Legislation and under this Clause

3. you will indemnify (and keep indemnified) and defend us against all Losses incurred by us arising out of or in connection with any proceedings, claims, demands or actions in consequence of any breach or alleged breach of this Clause or the Data Protection Legislation by you (including any claim by a data subject).

## 25. Entire Agreement

1. Except as may be otherwise agreed in writing with respect to a particular Vehicle/equipment, the Agreement and the documents referred to in it constitutes the entire agreement and understanding of you and us and supersedes any previous agreement between you and us relating to the subject matter of the Agreement and any prior promises, representations and misrepresentations (whether oral or written) relating to the subject matter of the Agreement.

2. You acknowledge and agree that no representations were made prior to the entering into of the Agreement and that, in entering into the Agreement, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out or referred to in the Agreement.

3. Nothing in the Agreement shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation, or shall exclude (but the Agreement does not limit) our liability for fundamental misrepresentation (including misrepresentation as to a matter fundamental to our ability to perform our obligations under the Agreement, on our part).

4. Without prejudice to the provisions of this Clause, the only remedy available to you for breach of the Agreement shall be for breach of contract under the terms of the Agreement.

## 26. General

1. An amendment made by you to the Agreement is ineffective unless it is in writing, expressly purports to amend the Agreement and is executed by both you and us.

2. We may revise these Terms at any time and any revisions to these terms will become part of the hire contract/agreement and supersede any previous terms.

3. Each time we provide Additional Services the version of these Terms in force at that time will apply to the Booking and the supply of the relevant Additional Services.

4. Neither party shall be in breach of the Agreement, or liable for delay in performing, or failure to perform, any of its obligations under the Agreement (other than payment obligations) if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been so delayed or failed to be performed. If the period of delay or non-performance continues for three (3) months the party not affected may terminate the Agreement and Booking(s) by giving thirty (30) days' written notice to the affected party. 5. Except as provided in the Agreement, the Agreement does not create, confer or purport to confer any benefit or right enforceable by any person except you and us.

6. We shall each, at the request of the other, execute all deeds and other documents and do all things that the other may require (acting reasonably) in order to give effect to the terms of the Agreement.
7. Any notice to be given by either you or us to the other under the Agreement must be in writing (which shall for this purpose include e- mail) and addressed to that other party at its registered office or principal place of business or such other address or electronic mail address as may have been notified for these purposes. Notices shall be delivered personally, sent by first class post or by e-mail. A notice is deemed to have been received if sent by prepaid first class post, on the second working day after posting (excluding the day of posting). Any notice sent by e-mail will be effective only when actually received in readable form and service shall be deemed to be effected on the same day it is sent. In proving service of the notice, it shall be sufficient to show that delivery by hand was made, that the envelope containing the notice was properly addressed and posted as a first class pre-paid letter or to prove that the e-mail was correctly addressed.
8. Any failure or neglect by either you or us to enforce any of the provisions of the Agreement shall not be construed nor deemed to be a waiver of that party's rights and does not affect the validity of the whole or part of the Agreement nor prejudice that party's rights; any waiver by either you or us of our respective rights under the Agreement does not operate as a waiver in respect of any subsequent breach.
9. If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or part, that provision shall to that extent be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.
10. You shall not without our prior written consent assign, transfer, charge, dispose of, deal with or subcontract your rights or obligations under the Agreement. For the avoidance of doubt, you will remain liable to us under the Agreement in respect of the use of any Vehicles/equipment by any employees, agents, contractors, third parties or other drivers as though such use were by you.
11. Nothing in the Agreement or any arrangement contemplated by it shall constitute either you or us as a partner, agent, fiduciary or employee of the other party.
12. The Agreement shall be governed by and construed in accordance with English law.
13. The courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement and, for such purposes, you and we each irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. You and we each irrevocably waive any objection which we might at any time have to the courts referred to in this Clause being nominated as a forum to hear, determine and settle any proceedings and agree not to claim that any such courts are not a convenient or appropriate forum.
14. Neither Party will be liable, except as specified in this clause, for any failure to perform, delay in performing or imperfect performance of any obligation under the Agreement, except for failure to pay the Charges, to the extent that such failure, delay or imperfect performance is caused by a Force Majeure Event.
15. If either Party is affected by a Force Majeure Event it shall promptly notify the other Party of the nature of the Force Majeure Event, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance.

