

## TERMS & CONDITIONS OF RENTAL AGREEMENT

### 1. Agreed Terms

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement:
- Equipment: means the vehicles and/or fixed plant and equipment subject to this agreement as set out on the first page of this agreement, as the same may be amended from time to time by the parties.
- Commencement Date: means the commencement date of this agreement as stated on the first page of this agreement.
- Lessee: means the person, firm or company who hires the Equipment from the Lessor as set out on the first page of this agreement.
- Lessor: means Manvik Limited, Unit 2B, Dunston Business Village, Stafford Road, Dunston, Stafford, ST18 9AB. Company Number 4816375.
- Rental Payments: means the aggregate rental charges (exclusive of VAT) payable by the Lessee to the Lessor for the hire of the Equipment as set out on the first page of this agreement including any increases as a result of increases in any relevant taxation, statutory, governmental, local or municipal, levies, charges, duties or contributions (including the road fund licence) during the Term.
- Term: means the term of this agreement as set out on the first page of this agreement.
- 1.2 Clause schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Reference to writing or written shall include faxes and electronic mail.

### 2. Duration

- 2.1 This agreement shall commence on the Commencement Date and shall, subject to earlier termination in accordance with clause 10, continue in force for the Term (and thereafter until terminated in accordance with clause 10.1.3).

### 3. Rental Payments and Payment

- 3.1 Time for payment of the Rental Payments and any other sums falling due from the Lessee to the Lessor pursuant to this agreement is of the essence.
- 3.2 The Lessee shall pay to the Lessor the Rental Payments (without any set off or other deduction) by the agreed method as set out on the first page of this Agreement, or in the absence of an agreed method within 30 days of the date of the Lessor's invoice.
- 3.3 The Lessee shall pay to the Lessor any charges falling due under this agreement (except the Rental Charges) within 30 days of being invoiced for the same by the Lessor.
- 3.4 The Lessee shall pay to the Lessor the Lessor's delivery and/or collection charges in relation to the Equipment which are £225 for delivery and £225 for collection for each item of Equipment.
- 3.5 If payment of the Rental Charges or any other sums that become due from the Lessee to the Lessor pursuant to this agreement are not made on the due date the Lessor shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after judgement) at the rate of 3% above the base lending rate of Allied Irish Bank plc from time to time from the due date until the amount outstanding is paid in full.
- 3.6 The Lessor reserves the right, at any time, by giving notice in writing to the Lessee to increase the Rental Charges in line with the Retail Price Index published from time to time in respect of vehicle hire. If the Rental Charges are varied by the Lessor pursuant to this clause they shall become binding on the Lessee upon receipt by the Lessee of written notice confirming the new Rental Charges.

### 4. Acceptance of Equipment

- 4.1 The Lessee shall be deemed to have accepted delivery of the Equipment unless it has given the Lessor a notice of rejection:
- (i) in the case of a defect that is apparent on normal inspection, within one day of delivery; and
- (ii) in the case of a latent defect, within one day of that latent defect becoming apparent.
- 4.2 If the Lessee fails to give a rejection notice in accordance with condition 4.1 it shall be deemed to have accepted the Equipment.
- 4.3 In the case of multiple items forming part of the Equipment a rejection notice served in respect of one item shall not constitute a rejection notice in respect of the other items forming part of the Equipment.
- 4.4 If the Lessee rejects all or any part of the Equipment pursuant to this clause 4 ("Rejected Equipment") then, the Lessor shall (in its sole discretion) repair or replace the Rejected Equipment as soon as reasonably practicable after receipt of the rejection notice and during such period while the Rejected Equipment is being repaired or replaced the Lessee shall not be required to pay the Rental Charges in respect of such Rejected Equipment only. For the avoidance of doubt this agreement (including the provisions relating to Rental Charges) will apply to any replacement or repaired Equipment.
- 4.5 The Lessee hereby confirms that at no time (prior to the Commencement Date or after) has it disclosed to the Lessor the purpose for which it requires the Equipment and further confirms that it has not and does not rely upon the Lessor and/or its skill and/or judgement that the Equipment will be reasonably fit for any purpose as the Lessee may require it.

### 5. Lessee's Obligations

- 5.1 The Lessee shall at all times throughout the Term:
- 5.1.1 ensure that all repair and maintenance work required to be made to the Equipment is carried out by the Lessor or its subcontractor or agent;
- 5.1.2 ensure that the Equipment is operated and made available for maintenance in accordance with instructions laid down by the Lessor from time to time;
- 5.1.3 ensure that the drivers of the Equipment report faults to the Lessee as soon as reasonably practical and that the Lessor or its authorised agents are advised of any such fault on a daily basis;
- 5.1.4 ensure that the Equipment is covered by fully comprehensive insurance throughout the Term on the Lessor's behalf for full value against all risks;
- 5.1.5 ensure that the Equipment is promptly made available for service or repairs when required by the Lessor;
- 5.1.6 ensure that no components of the Equipment are removed or exchanged;
- 5.1.7 ensure that such daily checks as the Lessor may notify to the Lessee from time to time are made to the Equipment including but not limited to the tyres, oils and coolant and that all levels are correctly maintained;
- 5.1.8 fully clean the Equipment on a regular basis. The Lessor reserves the right to charge the Lessee such reasonable charges, costs or expenses as may be incurred by the Lessor due to the Lessee's failure to comply with this clause;
- 5.1.9 ensure that (where appropriate) the Equipment is roadworthy immediately before utilising the same including but not limited to such checks as recommended by the Vehicle & Operator Services Agency from time to time in respect of vehicles the same or similar to the Equipment;
- 5.1.10 ensure that the Equipment is used at all times in such manner so as not to do or omit to do anything that, in the Lessor's opinion, would adversely affect the goodwill or reputation of the Lessor;
- 5.1.11 ensure that it has at all times a full, correct and valid Operators Licence, Waste Collection Permit Number and any other relevant permit and that the Equipment is only operated by qualified, skilled and professional persons;
- 5.1.12 indemnify and keep the Lessor indemnified from and against all liabilities, costs, claims, damages, expenses, proceedings, actions or judgements of whatsoever nature suffered or incurred by the Lessor, its offices, employees, agents or connected companies, or any of them which directly or indirectly relate to a breach by the Lessee of any terms of this agreement or its use of the Equipment and/or which are caused by any act (negligent or otherwise) default or omission of the Lessee, its officers, employees or agents;
- 5.1.13 pay to the Lessor all costs incurred by the Lessor if it is required to pay for any repairs of whatever nature in order to make the Equipment comply with the return conditions as set out in clause 6;
- 5.1.14 immediately pay all parking or other traffic offences (including costs that arise if any items comprised in the Equipment are clamped or seized) and any congestion charges, toll charges or otherwise when due for payment to the relevant body, together with a 10% administrative charge payable to the Lessor in relation thereto, and shall immediately inform the Lessor of the driver of the Equipment in the case of a traffic offence;
- 5.1.15 comply with all relevant Government and local authority regulations including (but not limited to) Health & Safety at Work etc. Act 1974 and any relevant guidance notices issued by the Health & Safety Executive;
- 5.1.16 at the Lessor's request immediately inform the Lessor of the whereabouts of the Equipment; and
- 5.1.17 on request allow the Lessor to inspect the Equipment and allow them to be replaced with similar equipment.
- 5.2 The Lessee shall not:
- 5.2.1 use the Equipment for an illegal purpose;
- 5.2.2 load the Equipment beyond the manufacturer's maximum weight recommendations or any recommendation as the Lessor may issue from time to time (whichever is the lower);
- 5.2.3 use the Equipment for any purpose for which is not designed;
- 5.2.4 use the Equipment for towing; or
- 5.2.5 take the Equipment outside of the United Kingdom without the Lessor's prior written permission.
- 5.3 Any insurance money received by the Lessee in respect of damage/repairs to the Equipment shall be paid:
- 5.3.1 firstly, in making good any damage/carrying out any repairs to the Equipment; and
- 5.3.2 secondly, in compensation to the Lessor for all losses suffered by the Lessor with any surplus being paid to and any shortfall being made up by the Lessee.
- 5.4 The Lessee warrants that it shall be responsible for all damage to the Equipment and any repairs required to be made to the Equipment (not including repairs covered in clause 7) and shall indemnify and keep the Lessor indemnified from and against all liabilities, costs, claims, damages or expenses incurred by the Lessor in respect of any damage to the Equipment and/or any such repairs required to be made to the Equipment.

### 6. Return Conditions

- 6.1 Upon termination of this agreement (for any reason) the Lessee shall ensure that the Equipment is immediately returned to the Lessor or as it shall direct;
- 6.1.1 in the same clean and mechanical condition as it was in on the Commencement Date;
- 6.1.2 without modification;
- 6.1.3 without any dents or scratches or any rust;

- 6.1.4 with all mechanical and electrical equipment including without limitation the engine, gearbox, clutch, axles, suspension, hydraulics, all lifting equipment, steering and brakes in good working order;
- 6.1.5 without any damage to the Equipment chassis of whatsoever nature;
- 6.1.6 without damage to tyres inconsistent with fair wear and tear.
- 6.2 The Lessee agrees that the Lessor shall be entitled to repair the Equipment immediately without giving notice to ensure the Lessee's compliance with clause 6.1. During the period any repairs are being carried out pursuant to this clause 6 the Lessee shall continue to pay the Rental Charges in respect of the Equipment being repaired.
- 7. Lessor's Obligations**
- 7.1 The Lessor, subject to the provisions and conditions hereinafter contained, undertakes to supply and carry out all maintenance to the Equipment in accordance with maintenance schedules issued by the Lessor from time to time and any repairs to the Equipment occasioned by fair wear and tear during the normal and correct operation of the Equipment. Such maintenance shall include replacement of tyres on the Equipment if, in the Lessor's sole opinion, such tyres require replacement due to fair wear and tear only. For the avoidance of doubt, if in the Lessor's sole opinion any tyres fitted to the Equipment require replacement for any reason not caused by fair wear and tear, the cost of such replacement shall be borne by the Lessee.
- 7.2 The Lessor shall ensure that the Equipment has a valid Department of Transport Test Certificate or equivalent at all times during the Term.
- 8. Exclusions**
- 8.1 The undertakings by the Lessor in clause 7 hereof shall not include any liability to pay for or perform any work on the Equipment involving:
- 8.1.1 the paint work, glass, (subject to clause 7.1) tyres or any accessories of any type whatsoever fitted to the Equipment, including without prejudice to the generality of the foregoing extra lights and electrical connections and any other equipment not originally fitted to the Equipment;
- 8.1.2 any damage to or failure of the Equipment caused in part or in whole by the negligence of the Lessee, its employees, servants or any other third party under their control other than the Lessor, its employees, servants and agents, while driving, handling, working, servicing or otherwise dealing with the Equipment or by failure to comply with the recommended procedure laid down by the instruction manual issued by the manufacturer of the Equipment or any other negligence by any party under the Lessee's control;
- 8.1.3 any work made necessary by any accident, theft, wilful damage, abuse or vandalism;
- 8.1.4 any repair or maintenance work for which the Lessee is entitled to have done at the cost of any other party; and
- 8.1.5 the fitment, service or repair of any equipment necessary under Government legislation enacted after the date of this agreement unless subsequently agreed between the parties.
- 8.2 The Lessor shall not be held to be in breach of this agreement if the Lessee has not made the Equipment available (at all or for a sufficient time) to allow the Lessor to comply with any of its obligations hereunder and the Lessee shall indemnify and keep the Lessor indemnified against all liabilities, costs, charges, claims, damages, expenses, proceedings, actions or judgements of whatever nature, suffered or incurred by the Lessor which directly or indirectly relate to the lessee's breach of clauses 5.1.2, 5.1.5, 5.1.16 or 5.1.17.
- 9. Limit of Liability**
- 9.1 The Lessor shall not be liable for any direct, indirect or consequential loss, all three of which terms include, without limitation:
- 9.1.1 pure economic loss;
- 9.1.2 loss of profits including loss of revenue;
- 9.1.3 loss of business;
- 9.1.4 depletion of goodwill and similar loss;
- 9.1.5 costs;
- 9.1.6 damages;
- 9.1.7 charges; or
- 9.1.8 expenses.
- (whether caused by the negligence of the Lessor, its servants or agents or otherwise) which arise out of or in connection with the provision of the Equipment or its use by the Lessee.
- 9.2 Nothing in these conditions excludes or limits the Lessor's liability:
- 9.2.1 for death or personal injury caused by its negligence; or
- 9.2.2 for any matter which it would be illegal for the Lessor to exclude or attempt to exclude its liability; or
- 9.2.3 for fraud or fraudulent misrepresentation.
- 9.3 The Lessor expressly excludes any warranty as to the condition, fitness for purpose or roadworthiness of the Equipment during the Term.
- 9.4 The Lessor shall not be liable to the Lessee or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Lessor's obligations in relation to the Equipment, if the delay or failure was due to any cause beyond the Lessor's reasonable control.
- 10. Termination**
- 10.1 This agreement may be terminated:
- 10.1.1 forthwith by the Lessor if the Lessee fails to pay any of the Rental Charges by the due date and payment has not been made within 10 days of a written notice to the Lessee requesting it to do so;
- 10.1.2 forthwith by either party if the other commits any material breach of any term of this agreement (other than one falling under clause 10.1.1. above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 15 days of a written request by the other party to remedy the same;
- 10.1.3 by either party giving to the other not less than 1 months written notice (such notice to expire not earlier than the end of the Term).
- 10.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if:
- 10.2.1 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
- 10.2.2 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 10.2.3 a receiver is appointed to any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- 10.2.4 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 10.2.5 the other party ceases, or threatens to cease, to trade; or
- 10.2.6 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debts.
- 11. Consequence of Termination**
- 11.1 On the termination of this agreement for any reason the Lessee shall forthwith upon demand pay to the Lessor all outstanding Rental Charges (whether or not falling due for payment pursuant to clause 3) and shall immediately deliver up to the Lessor all the Equipment. The Lessor reserves the right to repossess the Equipment if it is not returned to it in accordance with this clause and the Lessee hereby grants the Lessor its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be kept in order to inspect them or recover them.
- 11.2 The expiry of this agreement shall not affect any other accrued rights of either party.
- 12. General**
- 12.1 The parties acknowledge that the Lessor's standard hours of operation for all purposes in relation to this agreement are 08:30 to 17:30 on days (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 12.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 12.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 12.4 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 12.5 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid or enforceable.
- 12.6 Failure or delay by the Lessor in enforcing or partially enforcing any provision of this agreement shall not be construed as a waiver of any of its rights under the agreement.
- 12.7 Any waiver by the Lessor of any breach of, or any default under, any provision of this agreement by the Lessee shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the agreement.
- 12.8 A person who is not party to this agreement shall not have any rights under or in connection with it.
- 12.9 The Lessor may assign, delegate or sub-contract all or any part of this agreement to any person, firm or company. The Lessee shall not be entitled to assign this agreement or any part of it without the prior written consent of the Lessor.
- 12.10 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 12.11 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.
- This Agreement has been entered into on the date stated at the beginning of it.