

CONDITIONS OF HIRE**1. Definitions**

1.1 The following terms as used herein shall have the meaning as stated:

"Commencement Date" means the date on which the Hire Period begins, being the date stipulated in the Company's acknowledgment of order issued pursuant to clause 2.3, or such other date as may subsequently be agreed in writing with the Company;

"Company" means Torton Bodies Limited;

"Conditions" means these Conditions of Hire;

"Confidential Information" means any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential or the information could reasonably be supposed to be confidential;

"Contract" means a contract between the Company and the Customer for the hire of the Hire Goods, incorporating these Conditions;

"Customer" means any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and shall include any parent or subsidiary company of the Customer and any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;

"Hire Charges" means the price for the hire of the Hire Goods as applicable from time to time, calculated on a monthly basis and payable throughout the Hire Period;

"Hire Goods" means the Vehicle and the Trailer, or either of them.

"Hire Period" means the period between the Commencement Date and the Termination Date during which the Hire Goods are to be held by the Customer in return for payment of the Hire Charges to the Company, subject to earlier termination of the Contract under clause 15;

"Input Material" means any documents, plans, drawings, logos, designs or other materials, and any specification, data or other information provided by the Customer to the Company and relating to the Hire Goods;

"Intellectual Property Rights" means any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

"Output Material" means any documents, plans, drawings, logos, designs or other materials, and any data or other information provided by the Company to the Customer and relating to the Hire Goods;

"Termination Date" means the date on which the Hire Period ends, being the date stipulated in the Company's acknowledgment of order issued pursuant to clause 2.3, or such other date as may subsequently be agreed in writing with the Company, subject always to earlier termination of the Contract under clause 15;

"Trailer" means the trailer specified in the Company's acknowledgment of order and includes all parts, equipment and accessories;

"Vehicle" means the vehicle specified in the Company's acknowledgment of order and includes all parts, equipment and accessories.

1.2 A reference to a "clause" is to a clause of these Conditions.

1.3 Clause headings shall not affect the interpretation of these Conditions.

1.4 Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.

1.5 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 Words in the singular include the plural and in the plural include the singular.

2. The Contract

2.1 All quotations are made and all orders are accepted by the Company subject only to these Conditions, which shall prevail to the exclusion of any other terms including any conditions, warranties or representations written or oral, express or implied, even if contained in any of the Customer's documents which purport to provide that the Customer's own terms shall prevail. Any representations related to the Hire Goods or the Contract shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.

2.2 Any quotation is given on the basis that no Contract shall come into existence until the Company acknowledges the Customer's order in accordance with the provisions of Condition 2.3. All quotations are based upon a maximum mileage of 12,000 miles per annum. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

2.3 The placing of an order following any quotation or other indication of price shall not be binding on the Company unless and until acknowledged by the Company in writing.

2.4 The Customer shall ensure that the terms of its order and any Input Material are complete and accurate.

2.5 No order of the Customer may be cancelled by the Customer, except with the Company's express agreement and on such terms as the Company may require.

2.6 No order of the Customer may be varied, altered or deferred by the Customer, except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such variation, alteration or deferment and subject to any reasonable adjustment to the Hire Charges which may be requested by the Company.

2.7 The Company reserves the right to charge the Customer for any Output Material provided to the Customer.

2.8 The description of the Hire Goods shall be as set out in the Company's acknowledgment of order.

2.9 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation.

2.10 Where the Hire Goods are to be manufactured, ordered, designed, built, configured, altered, adapted, or subjected to any process by or on behalf of the Company for the Customer in accordance with any Input Material or instructions submitted by the Customer, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any Intellectual Property Rights of any third party resulting from the Company's use of any Input Material or instructions so submitted.

2.11 The Customer shall ensure that any specification submitted by the Customer does not contravene any applicable safety or other statutory or regulatory requirement.

2.12 The Company reserves the right without prior approval from or notice to the Customer to make any changes in the specification of the Hire Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Hire Goods.

3. Hire Period

The Customer will be entitled to hold the Hire Goods for the Hire Period. If the Customer does not return the Hire Goods to the Company's premises on the Termination Date or such earlier date as may be required under clause 15 or otherwise requested by the Company, the Customer shall be in breach of its obligations under the Contract. The Company shall charge the Customer the Company's full daily rate (as shall be applied by the Company from time to time) for every day or part day the Customer holds the Hire Goods after the Customer should have returned them to the Company. The Company may also charge the Customer for all additional costs incurred in obtaining and administering the late return of the Hire Goods. All of the Customer's obligations in relation to the Hire Goods shall continue beyond the date on which the Customer should have returned the Hire Goods to the Company's premises.

4. The Customer's Responsibilities

4.1 The Customer must take reasonable care of the Hire Goods and the keys to the Hire Goods. The Customer must always lock the Hire Goods when the Customer is not using them, provide proper and secure parking for the Hire Goods and use any security device fitted to or supplied with the Hire Goods. The Customer must always protect the Hire Goods against the effects of poor weather conditions. The Customer must make sure that the Customer uses the correct fuel in the Vehicle. The Customer is responsible for any damage to the Hire Goods including that caused by neglect or abuse, accidental damage and hitting low level objects, such as bridges or low branches.

4.2 The Customer shall be deemed to hire the Hire Goods from the Company in the course of the Customer's business.

4.3 The Customer must not sell, rent, lend or dispose of the Hire Goods or any of their parts. The Customer must not give anyone any legal rights over the Hire Goods.

4.4 The Customer must not let anyone work on the Hire Goods without the Company's permission, subject to the provisions of clause 5.1.

4.5 When the Customer returns the Hire Goods to the Company's premises, the Company will inspect the Hire Goods to ascertain their return condition in accordance with clause 10.

4.6 The Customer will have to pay for any repairs to the Hire Goods to comply with clause 10.

4.7 Before the Customer returns the Hire Goods to the Company's premises, the Customer must check that the Customer has not left any personal belongings in or on the Hire Goods. The Company shall not be responsible for any such items and they shall in any event be deemed abandoned if not claimed within 7 days.

4.8 The Customer must immediately bring to the Company's attention any defect, damage, accident, breakdown or mechanical malfunction which occurs in relation to the Hire Goods during the Hire Period. The Customer agrees to indemnify the Company against all and any damage, costs, expenses, charges or liabilities incurred in relation to the Hire Goods caused in whole or in part by the Customer's failure to immediately bring any of these matters to the Company's attention. A list of the Company's contact telephone numbers will be provided to the Customer on the Commencement Date.

4.9 The Customer must observe the service intervals and mileage allowance specified for the Hire Goods in the Company's acknowledgment of order and ensure that the Hire Goods are made available for servicing and maintenance by the Company and in any event, within three days of the Company's requesting their return.

4.10 The Customer is responsible for all costs incidental to the Customer's use of the Hire Goods including bridge, ferry or road tolls, or similar charges.

4.11 The Customer is responsible for and shall fully indemnify the Company against all fixed or other penalties, including such sanctions as forfeiture and any related costs incurred in respect of parking, traffic offences, congestion charges, low emission zone charges, weight or noise restrictions and any other regulations relating to the operation of the Hire Goods.

4.12 If requested by the Company, the Customer will immediately provide the full names and contact details of any driver relevant to any notice the Company may receive in respect of any such penalties, and the Customer will at all times maintain full and accurate records to enable the Customer to do so.

4.13 The Customer agrees that the Customer will not load or cause the Hire Goods to be loaded with dangerous goods (including, without limitation, radioactive, verminous, infected or contaminated goods or goods which prevent the Hire Goods subsequently carrying any other goods) without the Company's prior written consent.

4.14 The Customer agrees that the Customer will not load or cause the Hire Goods to be loaded in contravention or in excess of the maximum carrying capacity applied to the Hire Goods by any legal requirement.

4.15 At all times the Customer must keep the Company informed of any prosecution, inquest, accident or enquiry and promptly copy to the Company all associated communications relating to the Hire Goods.

4.16 The Customer must not make or give any admission of liability or indemnity in respect of any accident, prosecution, inquest or incident as shall entitle the insurers of the Hire Goods to repudiate the claim wholly or partly.

4.17 The Customer must promptly give all such information and assistance as may be required by the Company or the Company's insurers as a result of any such prosecution, inquest, accident or enquiry.

4.18 The Customer must not assign the whole or any part of the Contract to any third party.

4.19 The Customer must immediately notify the Company if the Hire Goods are seized by any third party and immediately (both in writing and orally) inform the party seizing the Hire Goods that they are owned by the Company. Contact telephone numbers will be provided to the Customer on the Commencement Date.

4.20 The Customer must not use the Hire Goods for any illegal or immoral purpose.

4.21 The Customer must not modify the Hire Goods in any way without the Company's prior written consent.

4.22 The Customer must not remove from, nor cover up, alter or deface any plates, labels, names or proprietary marks on the Hire Goods nor affix any marking, or labelling on the Hire Goods without the Company's prior written consent.

4.23 The Customer must maintain in force a valid driving licence and (if required by law) a valid operator's licence and the Customer shall remain liable for all payments under the Contract notwithstanding any refusal, suspension or revocation of either such licence. The Customer agrees also to comply with all and any other legal requirement imposed by law during the pendency of the Contract.

4.24 The Customer must use the Hire Goods only for the purpose of the business carried on by the Customer and the Customer must ensure that the Hire Goods are used properly and safely and without risk to health.

4.25 The Customer must not allow the Hire Goods to be used for hire, racing, pacemaking, reliability trials, speed testing or driver tuition.

4.26 The Customer must comply with, and ensure that all persons nominated by the Customer to drive or have access to the Hire Goods fulfil the criteria set out in clause 9 and comply with all applicable laws, regulations, statutes or codes affecting the use of the Hire Goods.

4.27 The Customer must comply with the Customer's service and maintenance obligations in clause 5.

5. The Customer's Maintenance Obligations

5.1 The Customer shall be solely responsible at the Customer's own cost for all routine and daily maintenance, inspection and safety checks in respect of the Hire Goods and (without prejudice to the generality of the foregoing) for:

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- 5.1.1. regular checking and adjustment of all fluid levels in the Vehicle, wheelnuts (for tightness), the condition and pressure of tyres (including an obligation to repair or replace any tyres which are damaged or punctured) and general roadworthiness, as per the manufacturer's recommendations;
- 5.1.2. washing and cleaning the Trailer and the exterior and interior of the Vehicle; and
- 5.1.3. undertaking routine maintenance to any ancillary equipment, including but not limited to generators and air conditioning units.
- 5.2. The Customer shall promptly at the Customer's own expense make the Hire Goods available for inspection at any reasonable time on request from the Company and shall submit the Hire Goods in accordance with clause 4.9 to the Company for scheduled service and maintenance to be carried out by the Company and shall collect the Hire Goods once such maintenance has been effected.
- 6. The Company's Responsibilities**
- 6.1. The Company will maintain and service the Hire Goods at the intervals indicated in the Company's acknowledgment of order and will be responsible for the costs of all repairs and replacements due to fair wear and tear, excluding tyres. The Customer shall reimburse the Company upon demand for all other repair or maintenance costs, including for any repair or maintenance occasioned by damage, abuse, misuse or neglect.
- 6.2. The Company will provide a road fund licence for the Vehicle and the Company shall obtain and renew the road fund licence for the Vehicle for each year or part thereof during the Hire Period. The Customer will not use or otherwise deal with the Vehicle in such a way that the rate of road fund licence changes and if the Customer does so, the Customer shall fully indemnify the Company against all increases and costs incurred in effecting the change.
- 7. Liability and Indemnity**
- 7.1. The Hire Goods shall at all times remain the exclusive property of the Company and the Company will be the registered keeper of the Hire Goods. The Customer agrees not to represent or hold itself out as or do anything whereby he may be considered to be the owner of the Hire Goods. The Customer agrees not to allow any charge, lien or encumbrance to arise in respect of the Hire Goods.
- 7.2. The Customer shall be solely responsible for and hold the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs (including legal costs on a full indemnity basis) and expenses which may be brought against or incurred by the Company as a result of any accident involving the Hire Goods.
- 7.3. The Customer agrees to indemnify and keep the Company indemnified against:-
- 7.3.1. all losses, claims, costs, damages and liabilities arising from possession and use of the Hire Goods;
- 7.3.2. all fines, fixed penalties and excess charges payable by the Company by virtue of any statute and arising from the Customer's use or misuse of the Hire Goods;
- 7.3.3. all charges payable and referred to in clause 11; and
- 7.3.4. all claims, demands, liabilities, losses, damages, proceedings, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by the Company as a result of any breach or default on the Customer's part in the discharge of the Customer's obligations under these Conditions.
- 7.4. The Company does not hire the Hire Goods to the Customer subject to any condition or warranty express, implied or statutory in connection with the merchantability, fitness or suitability for any purpose or age of the Hire Goods or otherwise and all conditions and warranties are hereby expressly excluded to the fullest extent permitted by law and (save for the Company's liability for death or personal injury caused by the negligence of the Company) the Company will not be responsible for any liability, claim, loss, damage, or expense of any kind or nature arising directly or indirectly from the Hire Goods or their use, or otherwise in any way related to the Contract.
- 7.5. The Company shall not be liable for any indirect, special or consequential losses suffered by the Customer (including, without limitation, loss of profits or loss of opportunity).
- 7.6. Subject to the provisions of clause 7.4 above, any and all liability of the Company under the Contract shall be excluded to the maximum extent permitted by law and in any event, the Company's total liability to the Customer under the Contract shall be limited to the total Hire Charges paid by the Customer thereunder in the period of 12 months immediately preceding the claim with respect to which liability is alleged.
- 8. Insurance**
- 8.1. The Hire Goods are at the Customer's risk from the time of collection of the Hire Goods from the Company's premises until the time of return of the Hire Goods to the Company's premises. The Customer will effect and keep in force at all times a comprehensive insurance policy (which also provides public liability insurance cover and which the Customer will produce to the Company on the Commencement Date and at any other time on demand together with a current certificate of insurance and receipt for premiums paid) covering the Hire Goods against all risks. The amount of cover must be at least equal to the full replacement value of the Hire Goods. The Customer shall ensure that such policy is neither cancelled, nor is cover reduced. No other own - risk, excess or self-insurance arrangements shall apply without the Company's express prior written agreement, at the Company's absolute discretion and at all times without prejudice to the Customer's liability for the Hire Goods.
- 8.2. The Customer agrees to ensure that the Company's interest in the Hire Goods shall be noted on the insurance policy (naming the Company as loss payee).
- 8.3. If the Customer shall make default in the payment of any premium in respect of the insurance, the Company may pay such premium, in which event the Customer shall reimburse the Company the amount paid on demand. The Customer shall indemnify the Company against all loss or damage to the Hire Goods not recoverable under the policy of insurance.
- 8.4. The Customer shall immediately notify the Company of any insured event with full details. The Customer shall not admit liability nor pay any money to anyone or compromise any claim without the Company's written consent. The Customer shall allow the Company to take over the conduct of negotiations up to and including settlement, enforcement and receipt for monies (except in relation to any claims the Customer might have for personal injuries, loss of use of the Hire Goods or loss or damage to the Customer's own property) for which purpose the Customer at the Company's sole option and for a period at the Company's absolute discretion hereby appoints the Company the Customer's irrevocable agent. The Customer shall at the Customer's expense take such proceedings (in the Customer's sole name or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any moneys received by the Customer under the Customer's policy of insurance, on trust for the Company and paying or applying the same as the Company directs. If any of the Hire Goods are declared a total loss, the hire thereof shall terminate (provided always that the Customer shall continue to pay the Company the Hire Charges until such time as the insurance monies are agreed and received by the Company).
- 8.5. The Customer agrees not to create any charge over any policy of insurance covering the Hire Goods.
- 9. Use of the Hire Goods**
- 9.1. The Hire Goods must only be driven and towed by the Customer fulfilling the criteria listed in clause 9.2.
- 9.2. The Customer:
- 9.2.1. must not use the Hire Goods while under the influence of alcohol or drugs or with any other physical or mental incapacity, nor smoke at any time in the Vehicle or on the Trailer;
- 9.2.2. must not take the Hire Goods outside the United Kingdom, unless the Company's prior written consent has been given;
- 9.2.3. must ensure that the Hire Goods are driven and towed in a skilful and proper manner only by a person nominated by the Customer and who:
- 9.2.3.1. must be at least 21 years of age;
- 9.2.3.2. must be adequately experienced and the holder of all current full licences (including an operator's licence where legally required) permitting the driver to drive the Vehicle and tow the Trailer and operate any ancillary equipment;
- 9.2.3.3. must not be a person using a false name or address;
- 9.2.3.4. must not be a person who is unfit to drive or operate the Hire Goods by reason of drink, drugs or any other physical or mental incapacity;
- 9.2.3.5. must comply with the current terms of the Highway Code as issued by the Department of Transport in the UK and any other legal/statutory conditions as issued by any governing body in the UK or Europe from time to time; and
- 9.2.3.6. must deploy a tachograph where this is required by law.
- 9.3. It is the Customer's responsibility to ensure that the Trailer will at all times be operated safely and the Customer must ensure that:
- 9.3.1. the Trailer is not overloaded;
- 9.3.2. the load placed on the Trailer is evenly distributed, taking particular care not to overload the nose of the Trailer;
- 9.3.3. the Vehicle that is to tow the Trailer has sufficient towing capacity to do so;
- 9.3.4. the brakes of the Vehicle are in good working order and capable in any circumstances of stopping the Vehicle, the Trailer and its load;
- 9.3.5. the load is securely restrained;
- 9.3.6. the lighting socket of the Vehicle is in full working order;
- 9.3.7. a number plate has been attached to the Trailer and the Trailer's number plate corresponds with the Vehicle's number plate;
- 9.3.8. the Trailer's tyre pressures are adequate for the load that will be towed and that those tyres have sufficient tread and are free from bulges and cracking;
- 9.3.9. the Trailer is correctly attached to the Vehicle at the appropriate towing level;
- 9.3.10. the driver abides by the speed restrictions in force;
- 9.3.11. the Trailer is not driven in the third lane of a three lane motorway;
- 9.3.12. the driver reduces speed prior to a downhill descent in order to avoid the possibility of snaking;
- 9.3.13. the driver does not brake sharply on bends, since this may cause the Trailer to jack-knife;
- 9.3.14. a tachograph is deployed if the Gross Train Weight exceeds 3500kg;
- 9.3.15. wheel clamps are fitted when the Trailer is left unattended;
- 9.3.16. the handbrake is not engaged in the ~~an~~ position whilst the wheel clamps are in place; and
- 9.3.17. any and all graphics, Velcro, adhesive pads or similar graphic material are removed from the Trailer prior to its return to the Company's premises (or a charge will be levied by the Company for removing any of the same from the Trailer).
- 10. Return and Condition of the Hire Goods**
- 10.1. The Customer shall return the Hire Goods to the Company at the Company's premises, in the condition that they were in on the Commencement Date. Hire Charges will continue to be payable until the Hire Goods has been satisfactorily returned. The Hire Goods must also:
- 10.1.1. be accompanied by copies of all service records;
- 10.1.2. be of the same specification as on the Commencement Date including accessories, body and equipment as appropriate (unless any change has been agreed by the Company);
- 10.1.3. be free from damage;
- 10.1.4. be free of scratches, dents and rusted areas to the bodywork;
- 10.1.5. have the exterior and interior areas of the Hire Goods in a clean and serviceable condition and if the Hire Goods require more than the Company's standard valeting (cleaning) the Customer will pay the cost of this; and
- 10.1.6. have tyres free from damage and of equivalent quality and brand, which have been fitted in accordance with good industry practice.
- 10.2. In relation to any defects in the Hire Goods's return condition, the Company may have all works carried out which are reasonably necessary to put the Hire Goods in a condition which conforms to the requirements of clause 10.1 and the Customer shall indemnify the Company against and pay on demand all related costs and expenses incurred or to be incurred by the Company.
- 11. Charges**
- 11.1. The Customer agrees to pay the following charges:
- 11.1.1. the Hire Charges and any other charges payable in accordance with these Conditions;
- 11.1.2. any charges or loss or damage (on a full indemnity basis) resulting from the Customer not complying with any of the Customer's obligations under these Conditions;
- 11.1.3. a refuelling service charge if the Customer has used and not replaced the fuel that the Company supplied as at the Commencement Date;
- 11.1.4. all fines and court costs for parking, traffic or other offences (including any costs which arise if the Hire Goods are clamped). The Customer must pay the appropriate authority any fines, costs and regulatory charges when the authority demands this payment. If the Customer does not make any payment so demanded, the Customer will be responsible to pay the Company's reasonable administration charges which arise when the Company deals with these matters;
- 11.1.5. the full cost of repairing or replacing the Hire Goods if they are damaged, lost or stolen (even if it is not the Customer's fault);
- 11.1.6. a loss of income charge if the Company cannot re-hire the Hire Goods because they need to be repaired, are a write - off (cannot practically be repaired) or have been stolen or impounded or the Customer is unable to return the Hire Goods for any other reason, until such time as the Hire Goods are duly returned to the Company or the Company is reimbursed for their full replacement value;
- 11.1.7. any excess Hire Charges pursuant to clause 3 calculated at the Company's full daily rate (as shall be applied by the Company from time to time), until such time as the Hire Goods are duly returned to the Company;
- 11.1.8. any additional charges payable for rectification work following the return of the Hire Goods in accordance with clause 10;
- 11.1.9. any additional charges payable on termination of the Contract under clause 15;
- 11.1.10. any charges arising from any enforcement agency seizing the Hire Goods, together with a loss of income charge for such period of time that the Company cannot re-hire the Hire Goods;
- 11.1.11. value added tax and all other taxes on any of the charges listed above as appropriate; and

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11.1.12. interest, which the Company will add every day to any amount the Customer does not pay the Company on time, at the rate of 5% a year above the base lending rate from time to time of Lloyds TSB Bank plc.

12. Confidential Information, Intellectual Property Rights and Force Majeure

12.1 The Customer and the Company agree that in the course of the Company supplying the Hire Goods to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will maintain the Confidential Information confidentially and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party.

12.2 The Customer acknowledges the Company's ownership or use under licence of any Intellectual Property Rights in any Output Material and in the Hire Goods and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that, without limitation, any and all Intellectual Property Rights developed by the Company in supplying the Hire Goods shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this Condition 12.2.

12.3 The Company reserves the right to defer the date of supply of the Hire Goods or to cancel the Contract (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the Company including, without limitation, "Acts of God", governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.

13. Payment Terms and Cost Base

13.1 Payment of the Hire Charges shall be due on the dates and/or at the intervals stipulated in the Company's acknowledgment of order or such other terms as may be expressly agreed in writing from time to time. Late payments shall incur interest at the rate stipulated in clause 11.1.12.

13.2 If the nature, basis or rates of taxation or any other charges, duties, impositions, reliefs or allowances of whatever nature change, during the pendency of the Contract or any new levies are imposed by law, the Company may by notice in writing increase the Hire Charges paid or payable to the Company under the Payment Terms so as to maintain the after tax return to the Company as though no change has occurred.

14. Accidents involving the Hire Goods

14.1 If the Hire Goods are involved in an accident, the Customer must not admit responsibility. The Customer must attempt to obtain the names and addresses of everyone involved, including witnesses. The Customer must also:

- 14.1.1 make the Hire Goods secure;
- 14.1.2 tell the police immediately if anyone is injured or if there is a disagreement as to who is responsible; and
- 14.1.3 immediately notify the Company.

15. Default and Termination

15.1 The Company may terminate the Contract upon 30 days' notice, without cause.

15.2 The Company shall be entitled to terminate the Contract immediately upon giving written notice in any of the following circumstances:

- 15.2.2 if the Customer has made any untrue statement or given any false information to the Company;
- 15.2.3 if the Customer fails to pay any sum payable on the due date under the Contract, whether by way of Hire Charges or interest or otherwise;
- 15.2.4 if the Customer commits or threatens to commit any breach whatsoever of the Contract;
- 15.2.5 if the Customer has an administrator or a receiver appointed; or
- 15.2.6 if the Customer calls a meeting of or makes any scheme of arrangement or composition with creditors.
- 15.2.7 if the circumstances under clause 17.5 arise; if any such circumstance occurs the Company may terminate the Contract either by retaking possession of the Hire Goods or by giving notice to the Customer, such notice to take effect immediately.

15.3 The Contract will terminate immediately upon the happening of any of the following events:

- 15.3.1 if any officer of any Court, or if any other person lawfully and with just cause takes any step towards seizing, attaching, or sequestering the Hire Goods, or if the Hire Goods are in any circumstances seized, attached, arrested, sequestered, or distrained upon;
- 15.3.2 if the Customer takes any step towards attempting to sell the Hire Goods or parts with possession of the Hire Goods or takes any step which prejudicially affects the Company's ownership of or rights in the Hire Goods;
- 15.3.3 if the Customer, being an individual, either dies or has a petition for bankruptcy presented against the Customer or the Customer becomes insolvent;
- 15.3.4 if the Customer, being a company, has a petition to wind up the company granted by a court, passes a resolution for voluntary winding up, or has a receiver appointed over all or part of the Customer's assets; or
- 15.3.5 if the Customer, being a limited company or a partnership is subject to a change in control (and for this purpose 'control' has the meaning set out in section 1124 of the Corporation Tax Act 2010).

15.4 If the Contract is terminated, the Customer shall at the Customer's own expense (unless the Company has already taken possession of the Hire Goods) immediately return the Hire Goods to the Company's premises. The Company, for the purpose of retaking possession of the Hire Goods, shall have the right to enter any premises in the Customer's occupation or under the Customer's control. The Customer irrevocably authorises the Company or the Company's servants or agents to unlock the premises or to take any other reasonable steps to obtain entry. In addition, the Customer will pay the Company all costs, charges and expenses incurred in exercising the Company's right to retake the Hire Goods, including legal and administrative costs, together with interest charges as detailed in clause 11.1.12 above.

15.5 If the Customer fails to make payment of any Hire Charges on the due date in accordance with clause 13 then such failure shall constitute repudiation of the Contract by the Customer, which the Company shall be entitled to accept.

15.6 If the Customer shall have repudiated the Contract, the Company shall not waive the Company's entitlement to accept repudiation by making any attempt to recover from the Customer payment of any Hire Charges which have become due but remain unpaid or any VAT or interest on such Hire Charges, together with all and any other charges and costs as detailed in clause 11.

15.7 Any waiver by the Company of the Company's entitlement to accept repudiation arising from any breach by the Customer of the Contract shall not prejudice any entitlement of the Company to accept repudiation by the Customer arising from any subsequent breach of the Contract.

15.8 If the Contract is terminated under this clause 15 under any of the foregoing provisions of this clause 15, or if the Contract shall terminate by reason of repudiation by the Customer which is accepted by the Company pursuant to the provisions of this clause 15, the Customer will pay to the Company:

- 15.8.1 all unpaid Hire Charges and other payments due, more particularly detailed in clause 11 above; and
- 15.8.2 damages for any loss suffered by the Company under the Contract or in respect of any breach of the Contract by the Customer.

15.9 The Customer may only terminate the Contract under the following circumstances and subject to the payment of the following charges to the Company:

- 15.9.1 For any Contract with a 3 year Hire Period:
 - 15.9.1.1 the Customer may not terminate the Contract within the first 12 months of the Hire Period;
 - 15.9.1.2 if the Customer terminates the Contract at any time within the second year of the Hire Period, the Customer shall pay the Company 50% of the Hire Charges remaining for the full 3 year Hire Period; or
 - 15.9.1.3 if the Customer terminates the Contract at any time within the third year of the Hire Period, the Customer shall pay the Company 33% of the Hire Charges remaining for the full 3 year Hire Period.
- 15.9.2 For any Contract with a 5 year Hire Period:
 - 15.9.2.1 the Customer may not terminate the Contract within the first 12 months of the Hire Period;
 - 15.9.2.2 if the Customer terminates the Contract at any time within the second year of the Hire Period, the Customer shall pay the Company 65% of the Hire Charges remaining for the full 5 year Hire Period; or
 - 15.9.2.3 if the Customer terminates the Contract at any time within the third year of the Hire Period, the Customer shall pay the Company 55% of the Hire Charges remaining for the full 5 year Hire Period; or
 - 15.9.2.4 if the Customer terminates the Contract at any time within the fourth year of the Hire Period, the Customer shall pay the Company 45% of the Hire Charges remaining for the full 5 year Hire Period; or
 - 15.9.2.5 if the Customer terminates the Contract at any time within the fifth year of the Hire Period, the Customer shall pay the Company 35% of the Hire Charges remaining for the full 5 year Hire Period.
- 15.9.3 Any Contract with a Hire Period of no more than 12 months shall be deemed to be a short term Contract for which payment of the Hire Charges for the entire duration of the Hire Period shall be required in advance of the Commencement Date and:
 - 15.9.3.1 if the Customer terminates the Contract within 42 days before the Commencement Date; the Customer shall pay the Company the full value of the Hire Charges for the entire duration of the Hire Period as if the Contract had not been terminated; or
 - 15.9.3.2 if the Customer terminates the Contract at any time between 42 and 84 days before the Commencement Date, the Customer shall pay the Company 50% of the Hire Charges for the entire duration of the Hire Period as if the Contract had not been terminated; or
 - 15.9.3.4 if the Customer terminates the Contract more than 84 days before the Commencement Date, the Customer shall pay the Company 30% of the Hire Charges for the entire duration of the Hire Period as if the Contract had not been terminated.

15.10 The Customer acknowledges and agrees that the amounts payable to the Company under clause 15.9 above do not constitute a penalty but are a genuine pre-estimate of the losses likely to be incurred by the Company as a result of early termination of the Contract by the Customer.

15.11 Where the Customer terminates the Contract pursuant to the provisions of clause 15.9, the Customer shall remain liable for all of the other obligations of the Customer under this clause 15.

15.12 The Customer acknowledges and agrees that the amounts payable to the Company under clause 15.9 above do not constitute a penalty but are a genuine pre-estimate of the losses likely to be incurred by the Company as a result of early termination of the Contract by the Customer.

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15.11 Where the Customer terminates the Contract pursuant to the provisions of clause 15.9, the Customer shall remain liable for all of the other obligations of the Customer under this clause 15.

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15.11 Where the Customer terminates the Contract pursuant to the provisions of clause 15.9, the Customer shall remain liable for all of the other obligations of the Customer under this clause 15.

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15.11 Where the Customer terminates the Contract pursuant to the provisions of clause 15.9, the Customer shall remain liable for all of the other obligations of the Customer under this clause 15.

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15.11 Where the Customer terminates the Contract pursuant to the provisions of clause 15.9, the Customer shall remain liable for all of the other obligations of the Customer under this clause 15.

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Original Issue Date - 01/96	Rev A Date- 04/99	Rev B Date- 11/04	Rev C Date-01/09	Rev D Date- 01/14
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