

## General Conditions

### 1. Definitions

In these General Conditions, unless the context otherwise requires:-

“Equipment” Means any equipment of the owner which is the subject of an offer or an inspection report which expression shall also include any replacements renewals or additions, all auxiliary and ancillary equipment, semi-trailers and independent trailers, together with any spares, accessories and component parts.

“Hirer” Means the hirer under a Rental Agreement and includes the servants and agents of the hirer

“Inspection Report” Means the document to be signed by on behalf of the owner and the Hirer at the time of collection of Equipment from and on its ultimate return to the owner recording its condition at each of those times.

“Minimum Hire Period” means the minimum period of hire of equipment under a Rental Agreement and as set out in clause 3.1

“Owner” means Formula Tanker Rental and its assignees and successors in title.

“Offer” means a written offer by the Owner to the Hirer to enter into a Rental Agreement.

“Rental” means the rental to be paid by the Hirer to the Owner under a Rental Agreement.

“Rental Agreement” means the agreement between the Owner and the Hirer for the renting of Equipment arising upon the acceptance by the Hirer of an offer and the signing on behalf of the owner and the Hirer of the Inspection Report relating to the collection of that Equipment, in each case the date of the agreement being the date of the relevant Inspection Report and references to this definition shall where applicable also include each of the documents comprising the same.

“Replacement Value” means the replacement value of Equipment as notified in writing by the Owner to the Hirer.

“Routine Servicing” means the maintenance obligations undertaken by either the owner or the Hirer and comprises inspection, lubrication, repair or replacement of tyres (Except to the extent that these are damaged as a result of running with incorrect tyre pressures or have suffered impact damage) and provisions of other routine maintenance in respect of normal fair wear and tear only and arising from the use of the Equipment in accordance with these General Conditions.

### 2. Scope of General Conditions

These General Conditions will apply in relation to and be deemed to be incorporated in all Rental Agreements and Offers to the exclusion of any terms and conditions of business of the Hirer.

### **3. Minimum Hire Period**

3.1 The Minimum Hire Period categories are :-

Type "A" Hire One Week

Type "B" Hire Twenty Six Weeks

Type "S" Hire four Weeks

3.2 The renting of Equipment shall commence on the date of the Rental Agreement and shall continue unless and until terminated as provided below and by General Conditions 13 and 14

3.3 Upon the expiration of the minimum Hire Period the renting of the Equipment under a Rental Agreement shall continue unless and until the Hirer terminates the Rental Agreement by returning the Equipment in accordance with General Condition 12.

3.4 Without prejudice to the other provisions of these General Conditions, the Owner may terminate a Rental Agreement by giving the Hirer not less than 7 days' notice in writing expiring at the end of the minimum Hire Period or at any time thereafter.

### **4. Rental and Other Payments**

4.1 The Hirer shall pay to the Owner without prior demand the Rentals and any other amounts due under the terms of a Rental Agreement on their respective due dates free from any set off claims, right of compensation, deduction or withholding of any nature.

4.2 In respect of any amount payable under a rental Agreement which shall not have been paid to the owner on its due date the Hirer shall pay to the Owner interest on the unpaid amount at the rate of 1.5% per calendar month accruing on a day to day basis and compounded monthly from the due date until the date of the payment as well after as before any judgement or decree.

4.3 All payments to be made to the Owner under a Rental Agreement are expressed exclusive of any applicable Value Added Tax which shall be paid by the Hirer in addition thereto

4.4 The stipulations as to the time of payment of sums payable by the Hirer under a Rental Agreement shall be of the essence of it and are conditions of the same.

### **5. Release of Equipment to Hirer**

5.1 The owner shall not release the Equipment to the Hirer unless and until the Hirer has signed the Inspection Report

5.2 The Hirer warrants that the representative of the Hirer has full authority to approve and sign on behalf of the Hirer the related Inspection Report.

5.3 By signing the Inspection Report the Hirer represents, warrants and undertakes to the Owner as a term of the Rental Agreement that the Hirer has accepted the delivery of the Equipment in good order and condition (other than damage shown on the Inspection Report) and free from manifest defect and that the Equipment is suitable for the purposes for which it is required.

5.4 If the Hirer fails to collect Equipment on the agreed date the Hirer shall (if demanded) in respect of each day from that date up to but excluding the date of the rental Agreement pay by way of damages an amount equal to the daily rental rate for the Equipment.

## **6. Insurance**

- 6.1 The Hirer shall from the signing of the Inspection Report until the equipment is returned to the owner in accordance with General Conditions 12 –
- 6.1.1 insure the Equipment under a fully comprehensive policy and keep so insured with an insurance company of good repute the Equipment to its Replacement Value and such policy of insurance shall provide cover against all risks capable of being covered without restriction or excess and in addition cover the owner and the Hirer against all liabilities to the employees of the Hirer and to third parties for damage caused by the Equipment or the use or operation of the Equipment
- 6.1.2 pay punctually all premiums due for such insurance and to produce to the owner on request the policy or policies of insurance and the receipt for the current premiums and if the Hirer shall fail to pay any such premiums or make any other default under this clause the owner shall be entitled to effect such insurance and the Hirer shall reimburse the owner forthwith on first demand any sums paid by the owner to insure or maintain the insurance in respect of the Equipment (the owner being under no obligation to effect or maintain such insurance)
- 6.1.3 ensure that Equipment being a trailer or semi-trailer is covered at all times by the Hirers insurance policy when detached from the drawing vehicle.
- 6.1.4 Ensure that the Hirer and its employees shall not do or suffer to be done anything which may make void or voidable any insurance effected under this General Condition

## **7. Limitations of Owners Obligations**

- 7.1 subject to condition 7.3 below the obligations of the Owner in relation to Equipment shall be limited to those set out expressly in the Rental Agreement (together with those implied warranties in the terms set out in section 7 of the supply of goods and services Act 1982 as to the Owners rights to transfer possession and the right of quiet possession for the Hirer) and those liabilities which the owner does not seek to restrict or exclude. All other obligations and liabilities on the part of the Owner in relation to the Equipment which might otherwise apply (including without limitation whether in contract, express or implied or in tort, including negligence) are hereby excluded and extinguished to the fullest extent permitted by law.
- 7.2 Without limiting the effect of the foregoing and subject to General Condition 7.3 below, it is agreed and acknowledged by the Hirer that firstly, the Hirer is not in relation to each Rental Agreement dealing as a "Consumer" as that expression is defined in section 12 of the unfair Contract Terms ACT 1977, secondly, no third party, by or through whom the Hirer was introduced to the Owner is or was the agent of the Owner for any purpose whatsoever, thirdly, the owner shall not be liable to the Hirer to rebate any Rental or to repair or replace the Equipment or any part or to compensate for any period during which the Equipment is not in the Hirer's possession or is unserviceable out of order or otherwise unusable (except to the extent this results from a breach of the Owners obligations to provide Routine Servicing) fourthly, the owner shall not be liable to the Hirer for any loss of profits or expected savings or other indirect to, consequential or economic loss caused directly or indirectly by the Equipment or by any inadequacy thereof for any purpose or any defect therein or want of performance thereof and fifthly, the Hirer has received advice from the owner to effect adequate insurance for any goods the Hirer intends to transport in the

Equipment and where prudence and operating conditions demand it to check regularly that the goods are secure and free from risk or loss of damage.

7.3 Nothing in these General Conditions shall exclude, restrict or limit any liability of the Owner for:-

- 7.3.1 Death or personal injury as defined in the Unfair Contract Terms Act 1977 of the United Kingdom other than in any case to which section 26 of that Act applies or
- 7.3.2 Fraud or any other matter if and to the extent that under English Law, liability for it cannot be excluded restricted or limited as against the Hirer in the context of the Rental Agreement

#### **8. Hirer's Obligations in Relation to the Equipment**

8.1 The Hirer shall from the signing of the Inspection Report and until Equipment is returned to the Owner in accordance with the General Condition 12:-

- 8.1.1 ensure that the Equipment is used by properly skilled and licensed personnel with due care in a professional manner and in accordance with any operating instruction issued in respect thereof by the owner, supplier and/or manufacturer and only for the lawful purposes for which it is designed or suitable;
- 8.1.2 Comply with all applicable legal requirements for the time being relating to its possession or use (including but not limited to operating the Equipment at a weight within its legal capacity and any statutory requirement relating to the carriage of dangerous goods;
- 8.1.3 Subject to General Condition 9.2 below, at all times keep the Equipment in good and substantial repair and roadworthy condition (fair wear and tear excepted) and at its own expense replace all worn or damaged parts (including but not limited to tyres) with new parts of the make, standard and quality of the originals. The Owner reserves the right under General Conditions 12.2.3 to replace any substandard parts or tyres fitted to the Equipment;
- 8.1.4 Without prejudice to 8.1.3 above procure that the Hirer's daily safety responsibilities set out in General Condition 8.2 below are duly carried out;
- 8.1.5 Without prejudice to 8.1.3 and 8.1.4 above procure that the equipment has its Routine Servicing when this falls due (type "B" and type "S" hire only);
- 8.1.6 Procure that the equipment has a current Department of Transport Test Certificate (type "B" Hire only);
- 8.1.7 Procure that the Equipment is at all times validly licensed and insured as required by law;
- 8.1.8 Keep up to date records of the testing, servicing repair and maintenance of the equipment and deliver to the owner the records, certificates and other documents relating to the same when the Equipment is returned to the Owner (Type "B" and Type "S" Hire only);
- 8.1.9 In the event that the Hirer fails to provide the documentary evidence specified in General Condition 8.1.8 above within four weeks of a written request to do so, the Owner shall be entitled to convert the hire to a type "A" Hire for the whole period, in which event the Rental shall be increased to the Owners standard Type "A" Hire for the whole period in which such documentary evidence has not been provided by the Hirer;
- 8.1.10 Upon request of the Owner promptly present the Equipment to the Owner for its Routine Servicing (Type "A" Hire only) and its Department of Transport Test renewal (Type "A" Hire and Type "S" Hire only)

- 8.1.11 Without prejudice to the proceeding provisions of this Condition, take such steps as are necessary to ensure that the Equipment is safe and without risk to health and properly used and is operated without avoidable risk to the environment;
- 8.1.12 Display in the equipment any notice required by an applicable law or regulation to be displayed for the lawful use or operation of the Equipment;
- 8.1.13 Keep the Equipment free from any seizure, confiscation, execution, distress, diligence or other legal process and if notwithstanding the foregoing obligation, any of the same does affect it notify the Owner immediately by telephone and confirm this in writing within three days;
- 8.1.14 Not without the prior written consent of the Owner use or allow the Equipment to be used outside mainland United Kingdom. If consent is granted for use outside mainland United Kingdom the Hirer shall not put the Equipment on any ferry boat unless attached at all times to a mobile unit operated by the Hirer;
- 8.1.15 Use Equipment hired under Type "S" Hire for storage purpose only. If the equipment is used for any other purpose the Owner shall be entitled to convert the hire to a Type "A" for the whole period of hire;
- 8.1.16 Not sell, assign, sub hire or otherwise dispose of or part with possession of the Equipment (except for the purpose of complying with any obligations in the Rental Agreement) or assign or charge the benefit of the Rental Agreement or allow the equipment to be the subject of any pledge, lien or other encumbrance (other than a repairer's lien arising by operation of law which the Hirer shall promptly discharge)
- 8.1.17 Not load a product into the vessel or tank barrel portion of the hired vehicle at a temperature exceeding 100 degrees centigrade;
- 8.1.18 be fully responsible for the loss of any damage to the Equipment and take such steps as are necessary to keep it free of the risk of the same;
- 8.1.19 permit the owner to affix a plate or other means of identification of its ownership of Equipment and not remove or obscure the same or, without the prior consent of the Owner, apply its own livery or distinguishing marks to the equipment;
- 8.1.20 notify the Owner immediately by telephone and confirm this in writing within three days if the Equipment breaks down or if it is lost or damaged giving full details thereof: and
- 8.2 Without prejudice to the obligations of the Hirer under General Conditions 8.1 above the Hirer shall at the beginning of each working day and before using the Equipment
  - 8.2.1 check and if necessary, adjust the air pressure for all tyres (including any spare) to their correct levels;
  - 8.2.2 inspect all tyres (including any spare) for possible damage and if necessary repair or replace as appropriate;
  - 8.2.3 tighten all wheel nuts
  - 8.2.4 check the oil level for each wheel axle and, if necessary, top-up to its full mark : check the operation of all lights and brakes and, if necessary, repair any found not to be working order and
  - 8.2.5 using its experience and professional skill, inspect the overall condition of the Equipment to ensure it is roadworthy in every respect.
- 8.3 The Hirer shall permit the Owner its agents to inspect the Equipment (together with the records, certificates and other documents referred to in General Conditions 8.1.7 and 8.1.8 above) at any reasonable time and for such purpose procure that the Owner has access to

any premises of the Hirer where the Equipment may be. Where the Equipment is on the premises of a third party, the Hirer shall procure that the third part permits the Owner to enter upon the premises for the purposes of inspecting and/or repossessing that Equipment. The owner shall endeavour to minimise the inconvenience the Hirer shall suffer from the carrying out of any inspection of the Equipment.

**9. Owner's Obligation in relation to the Equipment**

9.1 The owner shall ensure that at the commencement of a Rental Agreement the Equipment is in good and substantial repair and roadworthy condition (fair wear and tear accepted) and in working order and where applicable has a current Department of Transport Test Certificate.

9.2 In relation to Type "A" Hire the Owner shall

9.2.1 be responsible for the Routine Servicing for the Equipment and if due, renewal of the Department of Transport Test Certificate

9.2.2 contribute towards the cost of replacing a tyre due to blow-out or accidental damage provided that the tyre is returned to the Owner for inspection. The owner will not contribute to any other costs associated with changing the tyre. The Owners contribution shall be calculated by the formulae:-

$$\text{Owners Contribution} = \text{Cost price of new tyre} \times \frac{\text{tyre depth of new tyre in millimetres}}{\text{tread depth remaining on damages tyre in millimetres}}$$

9.3 In relation to type "B" Hire and Type "S" Hire of Equipment, The owner shall contribute to the cost of replacement components (parts and labour) which are subject to fair wear and tear provided that :-

9.3.1 the owner receives from the Hirer documentary evidence of regular servicing to the equipment and

9.3.2 the Hirer obtains written consent from the Owner to carry out the replacement and

9.3.3 the owners contribution shall be calculated in accordance with the following formulae:-  
Category 1 (including brake linings, oil seals, gaskets, cam shaft bearings, manlid seals, brake cylinder, diaphragms)

$$\text{Owners Contribution} = \text{Cost of replacement components} \times \left( \frac{50 \text{ weeks}}{\text{period of hire in weeks}} \right)$$

Category 2 (including brake drums, slack adjusters, pneumatic valves, air suspension bellows, road springs, load sensing valves, ABS components, brake cam shafts, parking break components, spring brakes, cylinders)

$$\text{Owners Contribution} = \text{Cost of replacement components} \times \left( \frac{150 \text{ weeks}}{\text{period of hire in weeks}} \right)$$

9.4 In relation to Type "S" Hire the Owner shall be responsible for the renewal of the Department of Transport Test certificate and shall contribute to the cost of replacing components which are subject to fair wear and tear in accordance with the formulae shown in General Conditions 9.3.3 above

9.5 The owner shall be responsible for preparing and submitting the Equipment for the three year SI2095 inspection

**10. Dangerous and Corrosive Substances**

- 10.1 The owner does not warrant that the vessel or tank barrel portion of the hired vehicle is suitable for carriage or storage of the product which the Hirer may wish to carry and the Hirer shall be responsible for inspecting the interior of such vessel or tank barrel to ensure the suitability and cleanliness for which it is to be used.
- 10.2 The Hirer acknowledges that he has been provided with the Owners "Non-Approved Product List" and that these products may not be carried in the Equipment.
- 10.3 The Owner will on request provide the Hirer with a "Hazardous Products List" which will be specific to each item of Equipment. These products may be carried or stored in the Equipment provided that the vessel or tank barrel has been certified in compliance with the 1996 SI 2095 (Carriage of Dangerous Goods by Road Regulations) and that the Equipment carries the appropriate hazard warning signs
- 10.4 Both the "Non-Approved Product List" and the "Hazardous Product List" are not definitive lists and are intended as a guide only. If the Hirer has any doubt as to the suitability of the vessel or tank barrel for the carriage or storage of any product not listed, the Hirer should contact the Owner and obtain written permission from the owner before loading the product into the vessel or tank barrel.
- 10.5 A statement of the internal condition of the interior of the vessel or tank barrel of the Equipment shall be noted on the Inspection prior to the commencement of the hire period. The Hirer's representative will be given the opportunity to inspect the interior of the vessel or tank barrel prior to the commencement of the hire period. In the event of the Hirer's representative declining the opportunity to carry out such an inspection, the Hirer should carry out their own inspection prior to the Equipment being used and notify the Owner of any discrepancy prior to use. In the event of a dispute over the internal condition of the Equipment when it is returned off hire, the Inspection Report will be used as evidence of the internal condition of the Equipment prior to the commencement of the hire period.
- 10.6 The Hirer shall pay the cost of repairs for any staining corrosion or damage to the vessel or tank barrel of the Equipment due to the carriage or storage of any "Non-Approved Product" or any product not authorised by the Owner in writing.
- 10.7 The Hirer acknowledges that it is the Operator of the vehicle for the purpose of the 1996 SI 2095 carriage of Dangerous Goods by Road Regulations
- 11. Indemnity by the Hirer**
- 11.1 The Hirer undertakes with the Owner on trust for itself and its officers, employees and agents to indemnify and hold harmless each of them at all times (whether during or after the currency of the Rental Agreement) from and against all liabilities, losses, damages, costs, charges, expenses, proceedings, penalties, fines, claims and demands incurred by, imposed on or brought against any of them and arising directly or indirectly out of or in connection with the supply of the Equipment to the Hirer under the Rental Agreement including but not limited to its possession or use.
- 11.2 The indemnity provided by the Hirer to the Owner under General Conditions 11.1 shall not apply where the owner is in breach of contract or found guilty of negligence.
- 11.3 Notwithstanding any other appropriation of payment by the Hirer the Owner shall be entitled to appropriate any payment by the Hirer first in payment of the costs incurred by the owner in bringing proceedings against the Hirer or any other obligations of the Hirer under the Rental Agreement as the Owner may decide.

## **12. Condition of Return**

The Hirer shall procure that the termination for whatever reason of a Rental Agreement the Equipment is forthwith returned during normal business hours to the owner:-

- 12.1.1 complete and in good order.
- 12.1.2 Free of accidental damage,
- 12.1.3 Fully maintained and, if the Hirer is responsible therefore, services in accordance with the terms of this agreement.
- 12.1.4 With uniform paint work of good quality with all livery and distinguishing marks of the Hirer removed and made good; but in the meantime termination shall be without prejudice to the obligations of the Hirer under General Condition 8 above in relation to the Equipment and
- 12.1.5 In a clean condition externally together with a cleaning certificate from an approved tank cleaning contractor stating that the interior of the vessel or tank barrel of the equipment has been cleaned in a manner appropriate to the last product carried.

## **12.2 Inspection**

- 12.2.1 On its return in accordance with General Condition 12.1 the Equipment will be inspected jointly on behalf of the parties (unless the Hirer for his own reasons is not represented when the inspection will proceed in his absence and he will be bound by the outcome thereof) and any damage or deficiencies will be noted on the Inspection Report prepared by the Owner. The person entrusted by the Hirer with the return of the Equipment will have the necessary authority to sign on behalf of the Hirer the inspection report
- 12.2.2 Any necessary repairs or replacements will be effected by or on behalf of the Owner but at the Hirer's expense which will be reimbursed by him upon first demand.

## **12.3 Disputes**

In the event of a dispute relating to the condition of the Equipment on its return the equipment shall be examined by an engineer appointed at the request of either party by the Freight Transport Association whose report on the condition of the Equipment (including but not limited to the amount of any damages suffered by the Owner) shall be conclusive and binding on both parties. The costs of that engineer shall be borne by the party referring the matter to him

## **12.4 Tyres and Brakes**

In relation to type "B" Hire, if the Hirer returns the Equipment with any tyre having a useable tread depth of less than that stated in the Inspection Report at the time of collection the Hirer shall pay to the Owner an amount equal to the shortfall in depth measured in millimetres divided by the number of millimetres of useable tread depth when new and multiplied by the then current price of a new identical tyre. If Equipment is returned to the Owner with any tyre with a tread depth of more than that stated in the Inspection Report the Owner shall pay to the Hirer an amount equal to the excess of depth measured in millimetres divided by the number of millimetres of useable tread depth when new and multiplied by the then current price of a new identical tyre



## **12.5 Rental Obligations**

The obligations of the Hirer to pay Rental for the Equipment shall continue until the later of completion of all repairs or other necessary work including cleaning following the inspection on its return in accordance with General Conditions 12.2 and completion by the Owner of the Inspection Report (or delivery of the engineers report following a dispute the subject of General Conditions 12.3 and payment of any damages in respect of the condition of the Equipment).

## **13. Loss or Damage**

13.1 Without prejudice to all other obligations of the Hirer under a Rental Agreement for the Equipment the following provisions shall apply if it is lost (including but not limited to where it is missing and believed by the Owner to be lost) or damaged.

13.1.1 If the Equipment is damaged, the Hirer shall not commission any repairs to be made without the prior approval of the Owner who shall have the right at the expense of the Hirer to commission the necessary repairs by a third party and the Hirer shall on first demand reimburse to the Owner the cost thereof.

The owner shall liaise with the Hirer to minimise any inconvenience to the Hirer. Any repairs carried out by the Hirer shall be in accordance with any instructions or conditions of the Owner.

13.1.2 If the Equipment becomes a total loss or constructive total loss as a result of being lost, stolen, seized, confiscated or the subject of any other legal process or damaged beyond economical repair or otherwise, the Rental Agreement shall terminate automatically in relation to that Equipment and the Hirer forthwith pay to the Owner the full amount of the Replacement Value and without prejudice to 13.1.3 below, together with the amounts specified in General Conditions 15.1.1 and 15.1.3 (or the relevant proportions thereof if more than one item of Equipment is the subject of the Rental Agreement).

13.1.3 Notwithstanding termination of the Rental Agreement under 13.1.2 above in relation to that Equipment the Hirer shall continue to pay Rental until firstly the Equipment is recovered or all necessary repairs are completed to the satisfaction of the Owner, or secondly the Hirer pays to the Owner the amount of the Replacement Value;

13.1.4 Where the Hirer has paid to the Owner the amount of the Replacement Value or paid for any repairs before receipt of any proceeds of a claim under the insurance of the Equipment then when these are subsequently received by the Owner any surplus insurance proceeds after discharging all of the Hirer's obligations under the Rental Agreement shall be paid to the Hirer.

## **14. Default**

14.1 The Parties agree that if any of the following events occur it shall constitute a repudiation of a Rental Agreement by the Hirer –

14.1.1 If the Hirer shall fail punctually to pay any amount payable under the Rental Agreement or other agreement between the Hirer and the Owner (or any other member of the Group) or the Hirer fails to observe or perform any of the other provisions of the Rental Agreement or any other such agreement as aforesaid; or

14.1.2 If any legal process including but not limited to a diligence, seizure, confiscation, distress or execution shall be executed or levied on any premises where it may be for the time being; or

14.1.3 if the Hirer shall permit any judgement or decree against him to remain unsatisfied for seven days; or

14.1.4 do or allow to be done any act of thing which may jeopardise the Owner rights in the Equipment; or

14.1.5 being an individual or a firm, the Hirer or any partner therein, shall die or have a bankruptcy order or sequestration award made against him or appears to the Owner to pay or to have no reasonable prospect of paying any debt; or

14.1.6 proposes to or negotiates for any composition with, or trust deed for, his creditors, or

14.1.7 the Hirer shall propose any voluntary arrangement with or call any meeting of its creditors or be subject to the commencement of its winding up or administrative receiver, receiver, manager or administrator of itself or all or any of its assets appointed; or

14.1.8 without the prior written approval of the Owner, if there is a change of ultimate ownership of the Hirer and/or any of the shareholders of the Hirer, then in each and every such case the Owner may (but may without prejudice to any other rights hereunder) accept the repudiatory breach and forthwith by notice in writing sent to the Hirer terminate the Rental Agreement and the renting of the Equipment thereunder and any other agreement referred to in General Condition 14.1.1

14.2 Upon any termination of a Rental Agreement (including but not limited to termination by the Hirer following the expiration of the Minimum Hire Period) the consent of the owner to the Equipment being in possession of the Hirer shall cease and the Owner may without prejudice to the Hirer's claim for any arrears of Rental or damages for any breach of the Rental Agreement or any other rights hereunder without notice retake possession of the Equipment together with any documents relating thereto and for such purpose the Owner is hereby authorised to enter upon any premises belonging to or in the occupation or control of the Hirer

14.3 The Hirer shall be responsible for and hold the Owner fully indemnified against all losses, liabilities, costs, charges and expenses sustained or incurred by the Hirer as a result of any breach of the Rental Agreement including but not limited to the retaking of possession of the Equipment and such documents as aforesaid and of otherwise exercising its rights under the Rental Agreement following a breach thereof by the Hirer

14.4 The owner shall not be liable to the Hirer for any damages the Hirer may suffer as a result of a termination of the Rental Agreement as provided in General Condition 14.1

## **15. Termination Payments**

15.1 In the event that the Rental Agreement is terminated as provided in General Conditions 14.1 above the Hirer shall pay to the Owner:-

15.1.2 If any Equipment is recovered by the Owner, the cost of all repairs required to render the Equipment in good order and condition and otherwise to comply with General Condition 8.1 provided that where such repairs are not completed within a period of 14 days from the date of termination the costs hereunder shall be deemed to be the cost as it estimated by a dealer or valuer appointed for the purpose by the Owner

15.1.3 as agreed compensation for loss of profit, a sum equal to the aggregate of all rental sums which would but for such termination have become due during the remainder of the Minimum Hire Period (if any) less a discount of 4% per annum on each such Rental sum calculated over the period between the date of termination and its due date for payment:  
and

15.1.4 damages for breach of the Rental Agreement

15.2 In the event that the Owner does not terminate the Rental Agreement provided by General Condition 14.1 above within 28 days after first becoming aware of the occurrence of any of the aforesaid events giving it the right so to do all sums thereafter payable by way of Rental under General Conditions 4 above shall immediately become due and payable.

**16. General**

16.1 The documents comprising the Rental Agreement (including these General Conditions) will embody the entire agreement between the parties in relation to its subject matter. A Rental Agreement shall not create any right of ownership in the Equipment and title to the Equipment shall remain vested in the owner.

16.2 The owner shall in relation to Rental Agreement subsequently entered into have the right from time to time to amend these General Conditions by notice to the Hirer enclosing the revised version thereof. Subject as aforesaid the terms of any rental Agreement shall only be capable of variation in writing signed on behalf of both parties.

16.3 The owner may at time refuse to enter into rental transaction with a Hirer without stating a reason.

16.4 The complete or partial invalidity or unenforceability of any provision in a Rental Agreement including but not limited to these General Conditions for any purpose shall in no way affect its validity or enforceability for any other purpose or the remaining provisions. It shall be deemed to be severed for that purpose subject to such consequential modifications as may be necessary for such severance

16.5 The rights of a Hirer under a Rental Agreement shall not be capable of assignment. The owner may without notice to the Hirer assign the benefit of a Rental Agreement by way of sale, charge or otherwise

16.6 No right of remedy of the Owner under a Rental Agreement shall be exclusive of any other right or remedy provided for herein or by law and all such rights and remedies shall be cumulative. The exercise or waiver of any power or remedy or right by the Owner shall not constitute a waiver of any other remedy or right of the Owner.

16.7 In these General Conditions, references to statutes are to them as amended, re-enacted or replaced, and to any subordinate legislation in force thereunder from time to time

16.8 The various headings used in these General Conditions are for convenience only and shall not affect their construction.

- 16.9 In these General Conditions unless the context otherwise requires, the singular shall include the plural and vice versa and words denoting persons shall include corporations and unincorporated bodies and vice versa. Where more than one person is party to a Rental Agreement as Hirer, their liabilities shall be joint and several.
- 16.10 The obligations of the Hirer under a Rental Agreement shall survive its termination until such as either they have been fully discharged or they are no longer capable of arising.
- 16.11 Any notice, consent, approval or agreement required to be given hereunder shall be writing to be binding on the Owner. Any notice may be sent by facsimile process to the number notified by each party to the offer from time to time, recorded delivery prepaid letter or delivered by hand at the address of the relevant party on the front page of the Inspection Report or to such other address as that party may from time to time notify the other. Any such notice shall be deemed to have been received in the case of a letter when recorded delivery is made. In the case of delivery by hand upon delivery and in the case of facsimilie message or satisfactory complete dispatch.
- 16.12 The Rental agreement is governed by and constructed in accordance with English Law. The Hirer submits to the jurisdiction of the English Courts