

DATED` 27 November 2025 2025

PARTIES

(1) [REDACTED]

AND
[REDACTED]

1. HIRING OF VEHICLES

- 1.1 The Customer may from time to time hire Vehicles from the Supplier on the terms of Schedules to this Agreement.
- 1.2 The hiring will commence on delivery of the Vehicle which will be confirmed by a delivery receipt (which may be paper based or electronic, or by way of an online process) to be signed or given by the driver and by a Vehicle Delivery Information Form to be issued by the Supplier to the Customer. Unless the Customer notifies the Supplier otherwise within two working days of receipt of the Vehicle, the completion or giving of the delivery receipt by the Customer or the driver shall be conclusive evidence of the receipt by the Customer of the Vehicle and that it (including spare wheel and locking wheel nut key (if either are supplied), tools, handbook, two sets of vehicle keys, charging cable and agreed accessories) has been received in good order and condition.
- 1.3 If the Customer cancels an order prior to delivery of the Vehicle then the Customer will pay to the Supplier upon demand all direct costs including third party supplier cancellation charges incurred by the Supplier as a consequence of such cancellation. The Supplier agrees to mitigate, where it reasonably can do so, the cost of any such cancellation.
- 1.4 If no Schedule is entered into when the Vehicle is delivered, the Vehicle Delivery Information Form shall constitute a "Schedule" for all the purposes of this Agreement until such time as it is replaced by a form of Schedule which has been signed by or on behalf of the Customer and the Supplier.
- 1.5 Clause 13 defines certain words and expressions used in this Agreement.

2. THE SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier will hire the Vehicle to the Customer for the Term and the Rent specified in the relevant Schedule and on the terms of this Agreement.
- 2.2 The time of delivery of the Vehicle will not be an essential and material condition of this Agreement but the Supplier will use all commercially reasonable endeavours to ensure that the Vehicle hired by the Customer hereunder is delivered to the Customer's premises (or to another agreed location) on time. The Supplier will collect the Vehicle at the Customer's request at the expiry of the Term or upon earlier termination.
- 2.3 If the Supplier permits the hiring of the Vehicle to continue after the expiry of the Term then in the absence of any agreement to the contrary the hiring will continue on the terms set out in this Agreement and the Schedule relating to the Vehicle and subject to the next following sentence, the Customer will pay Rent calculated on a daily basis during such continuation period at an average of the Rents payable by the Customer in relation to the Vehicle during the hiring taking into account agreed variations in the Rent and extensions of the Term. A calculation of the Rent payable after the expiry of the Term shall also, if applicable, take account of any payment that the Customer has made by way of an initial rental that is greater than the amount of Rent payable on a periodic basis. The Supplier or the Customer may terminate such continuation of hire at any time by notice given to the other of them.
- 2.4 The Supplier warrants that it has good legal right to hire the Vehicle to the Customer and that the Customer, performing its obligations hereunder, will enjoy quiet possession of the Vehicle.

2.5 Provided the Supplier is the registered keeper of the Vehicle at the Driver and Vehicle Licensing Agency ("DVLA"), the Supplier will pay the cost of the vehicle excise licence required by law for the Vehicle. The Customer shall arrange and pay the cost of obtaining the vehicle excise licence required by law for the Vehicle where the Customer or another party (at the direction or request of the Customer) other than the Supplier is the registered keeper of the Vehicle at the DVLA.

2.6 The Supplier shall provide all or any of the following Services as selected by the Customer and as specified as such in the Schedule:-

2.6.1 The Supplier will supply or pay the cost of:

2.6.1.1 servicing the Vehicle in accordance with the manufacturer's recommended servicing Schedules and obtaining any MOT certificate required for the Vehicle; and

2.6.1.2 keeping the Vehicle in good repair except when due to accident, damage or abuse, or as a result of an accident, fire or other risks against which the Vehicle ought to be insured under clause 5; and

2.6.1.3 replacing any of the tyres on the Vehicle which shall become unusable by reason of normal usage or faulty manufacture provided however that the Supplier will not supply or pay the cost of replacing any tyre if replacement is required due to theft, malicious damage or vandalism or if the Supplier suspects fraud.

2.6.2 If the Vehicle becomes unfit for use due to theft accident repairs or mechanical failure (or as specified in the Schedule) then upon receipt of notice from the Customer the Supplier will supply or pay the cost of providing a replacement Vehicle for a period of not more than 28 days, delivery of which is to be taken by the Customer at an address to be agreed between the parties. The Supplier will attempt to provide the Customer with a replacement Vehicle of similar make, type, model to that of the original Vehicle, but any replacement Vehicle provided may not have the benefit of certain accessories such as, but not limited to, fitted communication devices, Connected Services and tow bars.

2.6.3 [REDACTED]

The Supplier will administer these Services and will be responsible for the cost of oil provided during normal servicing/maintenance of the Vehicle, but will not be responsible for the cost of oil on any other occasion or of fuel, fuel additives (e.g. AdBlue), antifreeze or of screen washer fluid or garaging the Vehicle (storage) or of other running expenses.

2.7 The Supplier shall use reasonable endeavours to secure for the Customer the benefit of any warranties given by the dealer or supplier from whom the Vehicle was purchased or by the manufacturer.

CUSTOMER'S OBLIGATIONS

3. PAYMENTS

3.1 The Customer shall pay the initial rental due in relation to the hire of the Vehicle upon delivery. All further amounts of Rent and any additional charges payable under this Agreement shall be paid on the dates specified in the Schedule or (if not included in the Schedule on the dates specified in the Vehicle Delivery Information Form or notified by invoice or otherwise by the Supplier to the Customer). Payment of all amounts due to the Supplier shall be made by the Customer by direct debit, without making any deduction for whatever reason. Time of payment for all monies owed by the Customer to the Supplier shall be an essential and material condition of this Agreement.

- 3.2 If the vehicle excise licence fee in respect of the Vehicle is increased above the level applicable at the date of commencement of the hiring of the Vehicle by the Customer or if any additional or alternative duty licence or levy is imposed which results in the amount of duty licence or levy payable in respect of the Vehicle being or becoming greater than the amount payable at the date of the commencement of the hiring of the Vehicle by the Customer, the Customer will reimburse the difference to the Supplier upon demand.
- 3.3 On the expiry or earlier termination of the Term, the Supplier will charge the Customer and the Customer will pay to the Supplier the Mileage Rent specified in the Schedule (plus VAT) for each mile in excess of the Mileage Allowance.
- 3.4 If at any time the mileage travelled by the Vehicle is in excess of the allowance for such Vehicle (being the Mileage Allowance for the Vehicle, adjusted pro rata to take account of the period of hire remaining at that time) by more than 20%, then, following discussion of the circumstances giving rise to such excess mileage with the Customer, the Supplier shall be entitled:
- 3.4.1 to require the Customer to pay to the Supplier on demand the excess Mileage Rent specified in the Schedule (plus VAT) in respect of each excess mile travelled; or
- 3.4.2 to amend the rentals payable for the remainder of the period of hiring, such amendment being of an amount the Supplier considers appropriate (acting reasonably) to take account of the excess mileage being travelled.
- 3.5 If the rate of VAT varies the Supplier shall adjust the Rent to reflect the prevailing rate.
- 3.6 Where the sale proceeds of the Vehicle received by the Supplier at the expiry of the Term or upon any earlier termination are affected by any change in VAT between the start of the Term and when the Vehicle is sold the shortfall or surplus (as the case may be) will be paid by or repaid to the Customer. Such payment or repayment shall be treated for all purposes as a compensatory payment in the hands of the receiving party, and shall not be treated, if payable by the Customer, as an additional rental or an adjustment to rentals payable under this Agreement, or if payable by the Supplier, as a repayment of rentals or an adjustment to rentals payable under this Agreement.
- 3.7 [REDACTED]
- 3.8 Any alteration in the amount of Rent or other payment required to be paid by the Customer by reason of the provisions of this clause 3 will not entitle the Customer to terminate this Agreement or any Schedule.

4. **CARE OF VEHICLE**

- 4.1 The Customer shall at its own expense at all times:
- 4.1.1 keep the Vehicle in good order, repair and condition (excluding Fair Wear and Tear);
- 4.1.2 take proper and reasonable care of the Vehicle;
- 4.1.3 follow any recommendations made by the manufacturer of the Vehicle in relation to preventive checks that should be carried out in relation to the Vehicle; and
- 4.1.4 provide all necessary oil lubricants, fuel additives (e.g. AdBlue), windscreen washer fluid and anti-freeze required in relation to the Vehicle (other than those provided during normal servicing).
- 4.2 The Customer shall ensure that:
- 4.2.1 [REDACTED]
- 4.2.2 where the Vehicle is not to be maintained by or at the cost of the Supplier the Vehicle is presented for servicing to a dealer approved or authorised by the Supplier;

- 4.2.3 in all cases a service record is completed on each such occasion (in a paper form or electronically) and retained with the Vehicle; and
- 4.2.4 the Vehicle is maintained in accordance with the manufacturer's recommended servicing schedules and any instructions from time to time issued by the Supplier.
- 4.3 The Customer shall comply with all statutory and other legal requirements in relation to the Vehicle and its operation. In particular but without limitation the Customer shall:
- 4.3.1 obtain any MOT certificate required for the Vehicle and shall ensure the Vehicle is not driven without a valid MOT certificate; and
- 4.3.2 where appropriate comply with the requirements of the Provision and Use of Work Equipment Regulations 1998 and the Lifting Operations and Lifting Equipment Regulations 1998 in relation to the operation of the Vehicle.
- 4.4 The Customer shall not use or permit the use of the Vehicle for any purpose for which it is not expressly designed and in particular shall not use or permit the use of the Vehicle for any purpose not permitted by the terms and conditions of any policy of insurance relating to the Vehicle or for racing, rallying, pace making, reliability trials, speed testing, hiring, taxi work or driving tuition for profit or gain.
- 4.5 The Customer shall not without the Supplier's prior written consent make alterations or fit any accessories to the Vehicle except that the Customer may make alterations and fit accessories to the Vehicle if the Customer is required by law so to do. The Customer shall ensure that all necessary type approvals have been obtained in respect of any accessories that the Customer wishes to fit to the Vehicle. The expression "alterations" when used in this clause 4.5 and in clause 9.5 shall include but not be limited to advertisements or markings of whatever nature (for example by way of signwriting, body wraps or decals), and the affixing of towing apparatus.
- 4.6 The Supplier will allow the Customer or the driver of the Vehicle to assign or transfer a personalised number plate to the Vehicle provided that:
- 4.6.1 the Customer or the driver informs the Supplier that it wishes to assign or transfer a personalised number plate to the Vehicle. The Supplier shall then make application to DVLA for the assignment or transfer of the personalised number plate to the Vehicle;
- 4.6.2 No later than six weeks before the expiry of the Term, the Customer must contact the Supplier for the Supplier to attend to the retention or transfer of the personalised number plates (replacing the personalised number plates with either the original age related number plates or other plates which bear the same half-year age identifier as the original number plates as advised by DVLA); and
- 4.6.3 the Customer and the driver of the Vehicle complies with any further requirements that the Supplier shall stipulate in relation to the assignment, transfer or retention of the personalised number plate (including completing a declaration form that the Supplier requires be completed, delivering retention certificates and other DVLA forms to the Supplier, meeting the costs of such assignment, transfer or retention at DVLA and the payment of the Supplier's administration charges).
- 4.7 All costs resulting from the use of personalised number plates will be met by the Customer including but not limited to any additional charges which may be incurred due to delay in termination of the hiring of the Vehicle. It is the Customer's responsibility to purchase plates and ensure they display them within 2 days of being advised of any changes to the Vehicle's number plate, as advised by DVLA.
- 4.8 If the Customer fails to comply with Clause 4.6.2 above and returns the Vehicle with a personalised number plate still attached, the Supplier shall be entitled to assume that the Customer has no objection to the Supplier disposing of the Vehicle with the personalised number plate still assigned. The Supplier shall be entitled to sell the Vehicle with the personalised number plate still assigned to the Vehicle, and the Customer shall not be entitled to receive any part of the sale price that the Supplier receives for the Vehicle that is or may be attributable to the fact that the Vehicle was sold with a personalised number plate affixed to it.

- 4.9 Subject to clause 2.5, the Customer shall obtain and pay for any duties, fees, licences and charges payable in respect of the Vehicle at any time during the continuance of the hire.
- 4.10 The Customer shall not authorise any person to drive or have charge of the Vehicle unless that person holds a current Full Driving Licence which allows that person to drive the Vehicle on any public road or place in the United Kingdom and is covered by the terms of the insurance policy effected in accordance with clause 5.
- 4.11 The Customer shall repair the Vehicle promptly should it become damaged as a result of accident fire or any other risks. If and when any repairs are required, and the Customer has elected to receive maintenance services in the relevant Schedule, [REDACTED] ensuring that the garage obtains the Supplier's approval to the extent and cost of the repairs before any work is carried out on the Vehicle.
- 4.12 The Customer shall not take or allow the Vehicle to be taken outside the United Kingdom without the prior written consent of the Supplier, such consent not to be unreasonably withheld, except that the Customer may take the Vehicle to any other country in the European Union for not more than one month on each occasion provided that the Customer shall comprehensively insure and keep insured the Vehicle (including any accessories fitted to the Vehicle) during the period of use abroad against loss or damage by accident, fire, theft and other risks usually covered by insurance of motor vehicles in the full value thereof with an insurance company of good repute free from restriction and shall ensure that the Supplier's interest is noted on the insurance policy. Any repairs required whilst the Vehicle is outside the United Kingdom will be at the Customer's cost but will be reimbursed by the Supplier to the Customer at cost or United Kingdom repair rates, whichever is the lower.
- 4.13 When any tyre requires replacing and:
- 4.13.1 the Supplier is providing maintenance services in relation to the Vehicle, the Customer will have it replaced by a garage or a tyre distributor nominated by the Supplier. The tyre will be consistent with the Vehicle manufacturer's recommendation but may be a different brand to the brand of tyre originally fitted to the Vehicle.
- 4.13.2 the Supplier is not providing maintenance services in relation to the Vehicle, the Customer will have it replaced by an industry recognised supplier who shall (a) fit a tyre that meets the Vehicle manufacturer's recommendations, and (b) employ industry recognised procedures and equipment when fitting the replacement tyre.
- 4.14 The Customer shall notify the Supplier promptly if the Vehicle's Odometer fails and/or develops a fault.

5. **INSURANCE**

- 5.1 The Customer shall comprehensively insure and keep insured the Vehicle (including any accessories fitted to the Vehicle) during the continuance of this Agreement against loss or damage by accident, fire, theft and other risks usually covered by insurance of motor vehicles in the full value thereof with an insurance company of good repute free from restriction.
- 5.2 The Customer shall indemnify the Supplier against all liability, losses, costs and expenses arising from a failure by the Customer to insure the Vehicle in accordance with the requirements of clause 5.1 (which shall include but not be limited to all and any fines and charges imposed on the Supplier in relation to the release, removal, custody and disposal of the Vehicle, and, if the Vehicle is disposed of, the value of the Vehicle in the books of the Supplier). In the event of a disposal of the Vehicle by a person authorised to effect such disposal, [REDACTED]
- 5.3 The Customer shall duly and punctually pay all premiums necessary for such insurance and produce every such policy receipt for premiums and certificate of insurance to the Supplier at any time on demand. If the Customer fails to insure the Vehicle or allows the insurance to lapse, the Supplier shall be at liberty (but shall not be obliged) to effect insurance upon such terms and for such value as the Supplier considers appropriate and if the Supplier does so insure the Vehicle the Customer shall reimburse the Supplier the cost of such insurance upon demand.

- 5.4 The Customer shall not do or allow to be done anything which may make void or voidable any policy of insurance in respect of the Vehicle.
- 5.5 The Customer shall promptly notify the Supplier of any material loss or damage to the Vehicle including without limitation any accessories or removable parts of the Vehicle, shall make a claim for the cost of repair of the Vehicle, and shall promptly, if asked to do so, provide the Supplier with a copy of any claim form completed by or on behalf of the Customer.
- 5.6 If the Customer fails to make an insurance claim in accordance with clause 5.5, the Customer authorises the Supplier in the name and on behalf of the Customer to make any claim in relation to the Vehicle under the policy and to settle or compromise such a claim. The Customer agrees that the Supplier will be solely entitled to the benefit of any claim for the cost of the provision of any replacement Vehicle provided pursuant to clause 2.6.2 and that the Customer will do nothing to prejudice such a claim being made by the Supplier or by the Customer on the Supplier's behalf.
- 5.7 The Customer hereby agrees to payments by the insurance company in respect of the Vehicle being made to the Supplier, (whom the Customer hereby authorises to give the insurance company a valid receipt) except that where the Customer has itself discharged repair costs in relation to the Vehicle, reimbursement of those costs will be made direct by the insurance company to the Customer. Nothing in this clause is intended to confer on the Supplier any right to payment under any insurance effected by the Customer with respect to personal injury.
- 5.8 The Customer will be responsible for payment of any policy excess, VAT or other charges (including betterment charges) not covered by insurance.
- 5.9 If the Vehicle is during the continuance of the Term lost, stolen, destroyed or damaged to such an extent as to be in the opinion of the insurance company or if there is no insurer in the reasonable opinion of the Supplier uneconomic to repair or is otherwise judged uneconomic to repair (a "write-off"), the insurance monies shall be payable to the Supplier and the Customer shall reimburse to the Supplier whichever is the greater of (a) any deficiency in the cost which the Supplier has incurred or would incur in replacing the Vehicle with a Vehicle of the same make, type, age and mileage after receipt of such insurance monies and (b) the Supplier's net book value of the Vehicle on the date on which the Supplier receives payment of the insurance monies (calculated by reference to the original capital cost of the Vehicle (including all optional extras) less the amount of such insurance monies received, less depreciation in accordance with the Supplier's standard practice). In any event the Customer shall so reimburse the Supplier not later than six months following the date of such loss, theft, destruction or damage.
- 5.10 If the Vehicle becomes a write-off the Customer will continue to pay all Rent due up to the date that the Supplier receives payment of the insurance monies, at which time the Agreement in respect of the Vehicle shall terminate.


6. CONDITIONS OF HIRE

- 6.1 The Customer shall not sell mortgage charge pledge assign loan or hire the Vehicle or pledge the credit of the Supplier or allow a lien to be created over the Vehicle or suffer it to be taken or pass out of the Customer's possession. Any lien or purported lien may be paid out by the Supplier in which event the Customer will immediately reimburse to the Supplier any sum paid by it.
- 6.2 The Customer shall punctually pay, or ensure that payment is made of, all rents rates taxes and other outgoings payable by the Customer in respect of any property under the ownership or control of the Customer where the Vehicle is at any time kept during the continuance of the Term and on demand produce to the Supplier the last receipt for the same.
- 6.3 The Customer shall upon request permit the Supplier or its representatives to inspect the state and condition of the Vehicle and all licences and permits relating to its operation and use and shall notify the Supplier upon request of the address at which the Vehicle is normally kept.

- 6.4 The Customer shall not without the prior written consent of the Supplier disclose the terms of this Agreement to any third party (other than its professional advisers) or use or attempt to use the services of any third party to assist the Customer in the operation of this Agreement or the performance of the Customer's obligations hereunder.
- 6.5 Subject to any of the other terms of the Agreement the Customer shall indemnify the Supplier against theft, loss or damage to the Vehicle however arising, and against any loss caused by diminution to the value of the Vehicle due to theft accident or damage, and against all claims and demands made against the Supplier by reason of any loss injury or damage however arising suffered by any person directly or indirectly out of the use of the Vehicle or any defects therein or any breakdown or accident thereto.
- 6.6 The Customer shall indemnify the Supplier against all liability costs and expenses arising directly or indirectly from the use of the Vehicle including fixed penalty fines and charges (a) for parking and traffic violations and supply of information under the Road Traffic (Owner Liability) Regulations 2000 or any other statutory requirements levied on the registered owner of the Vehicle, or (b) that the Supplier is required to pay to any Government Department or body to obtain recovery of the Vehicle if it is lawfully seized by such Department or body. In the event that the Customer does not discharge its liability direct, where appropriate, within 14 days of being levied, the Customer hereby authorises the Supplier to pay on its behalf fixed penalty fines and charges arising from or connected with such parking and traffic violations and such supply of information. In the event of the Supplier receiving a notice of any parking fine or any other traffic violation or of the Supplier paying any fixed penalty fines or charges on behalf of the Customer, the Customer will repay such sums together with an administration fee. The Supplier will send the Customer details of such fees on request.
- 6.7 The Supplier shall be entitled to pass the Customer's details (or those of the driver of the Vehicle at the relevant time) to third parties who contact the Supplier regarding the use of the Vehicle including in connection with accidents, offences, fines including foreign fines, penalties, charges (including congestion charges and private parking charges) and tolls.
- 6.8 The Customer shall make available for collection by the Supplier any replacement Vehicle provided under clause 2.6.2 on the day that the Vehicle which it replaced becomes serviceable again. The Supplier shall be entitled to pass the Customer's details (or those of the driver of the Vehicle at the relevant time) to third parties who contact the Supplier regarding the use of the Vehicle including in connection with accidents, offences, fines including foreign fines, penalties, charges (including congestion charges and private parking charges) and tolls, and to any third party financier who may be leasing the vehicle to the Customer under agency arrangements

7. LIABILITY

- 7.1 If the Supplier is in breach of clauses 2.1, 2.2 or 2.4 in relation to a Vehicle then the Supplier will as the Customer's sole remedy for such breach provide a replacement vehicle of similar make, type and model to that of the original vehicle until such time as the breach is remedied.
- 7.2 If the Supplier is in breach of clauses 2.6.1 or 2.6.3 in relation to a Vehicle then the Supplier will as the Customer's sole remedy for such breach pay the reasonable costs incurred to a third party by the Customer in obtaining the services referred to in those clauses.
- 7.3 If the Supplier is in breach of clause 2.5 in relation to a Vehicle then the Supplier will as the Customer's sole remedy for such breach pay the costs incurred by the Customer in obtaining the vehicle excise licence and the reasonable cost to the Customer of obtaining a substitute vehicle of similar make, type and model to that of the Vehicle until such time as a valid vehicle excise licence is obtained in respect of the Vehicle.
- 7.4 If the Supplier is in breach of clause 2.6.2 in relation to the Vehicle then the Supplier will pay the reasonable costs incurred to a third party by the Customer in obtaining such a replacement vehicle from that third party.
- 7.5 The Customer agrees that it has selected the Vehicle relying on its own judgement and skill. Accordingly, no condition or warranty (express or implied) is given by the Supplier in connection with the age, condition, description, quality or performance of the Vehicle or its fitness for any purpose and any such warranties and conditions are hereby expressly excluded insofar as permitted by statute.

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- 7.6 The Supplier's liability in the case of damage to property belonging to the Customer resulting from any breach of this Agreement or negligence by the Supplier is limited to £5,000,000 (five million pounds) for any one event or connected series of events.

7.7 In no circumstances will the Supplier be liable to the Customer for loss of profits or anticipated profits, anticipated savings, loss of business, loss of goodwill or business opportunity or for any indirect or consequential loss or damage.

7.8 Nothing in this Agreement shall exclude or in any way limit the Supplier's liability for:

7.8.1 death or personal injury resulting from the Supplier's negligence;

7.8.2 fraud or fraudulent misrepresentation; or

7.8.3 any other liability which cannot be excluded by law.

8. **TERMINATION**

8.1 If the Customer fails to make payment of any Rent or other sum due in relation to the Vehicle (whether payment shall have been demanded or not) within 28 days of the due date then such failure shall constitute repudiation of the hire by the Customer which the Supplier shall be entitled to accept by written notice to that effect and the Supplier will not waive its rights to accept repudiation by making any attempt to recover from the Customer payment of any Rent which has become due but remains unpaid or any VAT or interest on such Rent.

8.2 If the Customer shall:

8.2.1 breach any provision of this Agreement in relation to the Vehicle and shall fail to remedy such breach if capable of remedy within 28 days of the Supplier's notice requiring remedy; or

8.2.2 do any act or thing which in the reasonable opinion of the Supplier may prejudice or jeopardise the Supplier's rights in respect of the Vehicle;

then the Supplier may by written notice to the Customer terminate this Agreement in relation to such Vehicles as the Supplier in its absolute discretion may determine.

8.3 If the Customer shall fail to obtain any MOT certificate required for the Vehicle and to ensure the Vehicle is not driven without a valid MOT certificate, and fails to remedy such failure (and provide evidence to the Supplier that an MOT certificate has been obtained for the Vehicle) within 14 days of the Supplier's notice requiring remedy then the Supplier may by written notice to the Customer terminate this Agreement in relation to the Vehicle.

8.4 This Agreement will terminate immediately upon the happening of any one or more of the following events namely that the Customer (or if the Customer is a partnership any partner) has had a bankruptcy order made against him or has made an arrangement or composition with his/its creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or (being a body corporate) (i) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation (on terms previously approved in writing by the Supplier); (ii) has had a receiver manager administrator or administrative receiver appointed of its undertaking or any part thereof; (iii) any resolution has been passed or an application presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer; (iv) any proceedings have been commenced relating to the insolvency or possible insolvency of the Customer; (v) the Customer has had any execution or distress levied or allowed its goods to be seized under any distress execution or other process; (vi) the Customer has ceased or has threatened to cease to trade; or (vii) unless otherwise agreed in writing by the Parties, acting reasonably, the Customer undergoes a change of control (as defined in s.1124 of the Corporation Taxes Act 2010), provided that where the Supplier is acting as an agent for a funder, any such agreement shall also be subject to the prior written approval of that funder; or (viii) there is a material adverse change in the financial position and/or credit rating of the Customer.

8.5 If any hiring of Vehicles under this Agreement and the Schedules or provision of any Services becomes contrary to any applicable law or regulation imposed by any government or any regulatory authority, then the Supplier shall be entitled to terminate this Agreement in relation to any Vehicles and/or the Services provided to the Customer by giving written notice to the Customer. The Supplier shall consult with the Customer before giving notice to terminate the Agreement in relation to any Vehicles and/or Services under this clause 8.5.

9. **CONSEQUENCES OF TERMINATION**

- 9.1 On the expiry of the Term or earlier termination the Customer shall make the Vehicle (together with any accessories fitted to the Vehicle) available in good order repair and condition for

collection by the Supplier at a location in the United Kingdom previously agreed with the Supplier. Where the Vehicle is to be collected on the expiry of the Term the Customer will give the Supplier a minimum of 5 days notice of the day on which the Vehicle will be available for collection. If the Customer fails to make the Vehicle available, the Customer will be liable to pay to the Supplier Rent at the rate applicable immediately prior to the expiry of the Term but calculated on a daily basis until such time as the Supplier gains possession of the Vehicle and all direct costs including charges incurred by the Supplier as a consequence of such failure to make the Vehicle available for collection.

- 9.2 Without prejudice to clause 9.1 upon termination of this Agreement or any hiring under this Agreement and the Schedules howsoever occasioned the Supplier may at any time thereafter without previous notice resume possession of a Vehicle (without prejudice to any other rights possessed by the Supplier) and may remove the Vehicle from any property and for this purpose may enter upon any property and seize and remove the Vehicle and use all such lawful force that should be necessary.
- 9.3 If the Vehicle is returned or recovered in other than good condition, whether due to poor repairs or for any other reason whatsoever, the Customer shall pay the Supplier's estimate of the cost of repair of damage to the Vehicle (assessed in accordance with the Supplier's applicable Matrix of De-Hire Damage Charges) Fair Wear and Tear excepted. In assessing Fair Wear and Tear, the Supplier will take into account the Vehicle's age and mileage. Such sums shall be equivalent to the cost of repairing the damage in question, and shall be payable whether or not such repairs are in fact carried out by the Supplier prior to any sale of the Vehicle. The Supplier will not invoice the Customer if the actual or estimated cost to the Supplier of putting the Vehicle in good order and condition does not exceed £100 (excluding VAT and the cost of missing items). If such actual or estimated cost exceeds £100, the Supplier shall be entitled to invoice the Customer for the full cost of putting the Vehicle in good order and condition.
- 9.4 The Customer shall repay to the Supplier forthwith on demand all expenses costs or charges incurred in ascertaining the whereabouts of the Customer or the Vehicle or in recovering or endeavouring to recover possession of the Vehicle from the Customer or any other person firm or company, or any costs incurred by the Supplier in enforcing any of the provisions of this Agreement.
- 9.5 If any alterations or accessories are permitted by the Supplier under clause 4.5 the Customer shall return the Vehicle on the expiry or earlier termination of the hire either:
- 9.5.1 with such alterations or accessories removed from the Vehicle provided that the Vehicle is restored to its former condition and that the cost of restoring the Vehicle is borne entirely by the Customer; or
- 9.5.2 with the alterations or accessories still present in which event the Supplier shall be entitled to remove or arrange for the removal of such alterations or accessories to restore the Vehicle to its former condition and to invoice the Customer for the cost of all such work. The Customer shall continue to pay Rent to the Supplier at the rate applicable immediately prior to expiry of the Term or earlier termination but calculated on a daily basis during the period from the date of delivery of the Vehicle to the Supplier until the conclusion of the removal of the alterations or accessories under this clause 9.5.2.
- 9.6 If this Agreement is terminated under clause 8.1, clause 8.2, clause 8.3 or clause 8.4, or if this Agreement shall terminate by reason of repudiation by the Customer accepted by the Supplier the Customer shall pay to the Supplier: -
- 9.6.1 all accrued Rent due in respect of the hire up to the date of such termination or the resumption by the Supplier of possession of the Vehicle (whichever shall last occur);
- 9.6.2 as compensation and/or liquidated damages for breach of this Agreement an amount equal to the total monthly Rent specified in the Schedule in respect of the unexpired Term from the date of such termination or the resumption by the Supplier of possession of the Vehicle (whichever shall last occur) less a discount of 50% to be calculated at the date of termination or the resumption by the Supplier of possession of the Vehicle (whichever shall last occur);
- 9.6.3 [REDACTED]

9.6.4 any other amounts payable pursuant to the terms of this Agreement.

- 9.7 If the hiring of a Vehicle is terminated by the agreement of both parties within twelve months of the commencement of the Term, the Supplier reserves the right to require the Customer to pay the Supplier's net book value of the Vehicle at termination (calculated by reference to the original capital cost of the Vehicle, less depreciation calculated on an inverse-actuarial basis) plus a reasonable administration charge less the sales proceeds anticipated by the Supplier.
- 9.8 If the Odometer of the Vehicle develops a fault and the Customer fails to notify the Supplier promptly then an estimated mileage (such estimation to be made by the Supplier) will be added to the mileage recorded by the Odometer when the Vehicle is returned to the Supplier at the expiration of the Term or earlier termination of the hiring of the Vehicle for the period between the last date ("the relevant date") on which the Supplier has a record of the Odometer's reading and the date upon which the Supplier discovers the fault. The calculation will be on the basis of the mileage incurred by the Vehicle in the period of the Term up to the relevant date or at the Supplier's option on any other reasonable basis chosen by the Supplier.
- 9.9 If the Vehicle is returned without a complete service record in a paper or an electronic form, the Supplier shall be entitled to charge the Customer a fee. The Supplier will send the Customer details of such fee immediately after this Agreement is signed by or on behalf of the Supplier and whenever such fee is varied. Such charge shall be payable by the Customer on demand.
- 9.10 The Customer shall return with the Vehicle all tools, including spare wheel and locking wheel nut key (if either are supplied), optional extras, instruction manuals, supplied keys, codes, satellite navigation equipment and data media and any other items (other than disposables) that were supplied with the Vehicle, or later. All factory or dealer fitted extras (including by way of example, alloy wheels) forming part of the Vehicle when initially hired to the Customer shall also be returned to the Supplier on expiry of the Term or earlier termination of the hiring under this Agreement. The Supplier may charge the Customer the cost of replacing any missing items. The Customer shall be responsible for removing or deleting any data relating to the Customer or its driver from any electronic devices in or on the Vehicle.

10. **GENERAL**

- 10.1 No dealer or supplier through whom this Agreement was negotiated and no person required by the Supplier to repair the Vehicle or replace constituent parts of it in accordance with the provisions of this Agreement is or will be deemed to be the agent of or acting on behalf of the Supplier for any purpose and the Supplier will not be liable for any condition warranties or representations given or made by any such dealer, supplier or person.
- 10.2 The Supplier will be entitled to set against, deduct or withhold from any money which becomes due to the Customer any sum which is due to the Supplier in respect of Rent or under any terms or conditions of this Agreement or by reason of any or alleged breach by the Customer of the terms and conditions of the Agreement (the rights of the Supplier under this clause being without prejudice to any other method of recovery).
- 10.3 The clauses in the Agreement which are expressed or designed to have effect after termination will continue to be enforceable notwithstanding termination. Without prejudice to the generality of the foregoing such clauses include clauses 6.6 and 7.
- 10.4 Title to the Vehicle will at no time pass to the Customer.
- 10.5 The Supplier may at any time with good cause (for example, but without limitation, where the Vehicle is the subject of a manufacturer recall) withdraw the Vehicle and may substitute for another Vehicle of the same, or at the Supplier's option, later equivalent model of equal or similar mileage.
- 10.6 The rights and remedies of the Supplier shall not be affected by any giving of time or any other concession or indulgence granted by the Supplier to the Customer.
- 10.7 Where two or more persons are named as Customer in any Schedule hereto their liability hereunder shall be joint and several.

- 10.8 Any notice to be given by either party under this Agreement shall be made in writing addressed to the recipient at its address stated in this Agreement (or such other address as may have been notified in writing from time to time).
- 10.9 Reference in this Agreement to:
- 10.9.1 statutory provisions shall where the context admits or requires be construed as including any subsequent statute order regulation or other subordinate legislation directly or indirectly amending consolidating extending replacing or re-enacting such provisions.
- 10.9.2 a Government body or authority named in this Agreement shall where the context admits or requires be construed as including any subsequent or other Government body or authority that succeeds to the functions and duties of the body or authority so named in this Agreement.
- 10.10 The Customer warrants that any Director or Company Secretary of a Holding Company or Subsidiary or Division of the Customer, or of another Subsidiary of the Holding Company of the Customer, will have authority to commit the Customer to a Schedule. The Customer may arrange for any Rents and other payments and obligations to be made or performed on its behalf by any Holding Company or Subsidiary or Division of the Customer, or by another Subsidiary of the Holding Company of the Customer, without prejudice to the Customer's primary liability to the Supplier under this Agreement. In the event of the Customer disposing of the whole or part of its interest in a Subsidiary or Division the Customer shall advise the Supplier in writing immediately but such advice shall not reduce the Customer's obligations to the Supplier under this Agreement.
- 10.11 The Customer warrants that it is not a Prohibited Party. The Customer shall advise the Supplier in writing immediately if it becomes a Prohibited Party. If the Customer becomes a Prohibited Party, the Customer shall ensure that no further Schedules are made or entered into by it.
- 10.12 The Customer will make the Supplier aware of any current and subsequently negotiated manufacturer, dealer or supplier terms enjoyed by the Customer during the currency of this Agreement and will pay to the Supplier any refund or rebate of purchase monies or other payments that are purchase incentive payments ("Incentive Payments") that are paid by the manufacturer, dealer or supplier to the Customer in respect of the Vehicle if when setting the Rent payable by the Customer in relation to the Vehicle the Supplier has assumed (with the agreement of the Customer) that the Supplier will receive such Incentive Payments (whether from the manufacturer, dealer or supplier or the Customer). If such Incentive Payments are not received by the Customer the Supplier may substitute for the Rent specified in the Schedule in respect of the Vehicle a Rent calculated on the assumption that no such Incentive Payment will be paid to the Supplier.
- 10.13 The parties do not intend any term of this Agreement to be enforceable by any third party pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 10.14 This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
11. **CONNECTED SERVICES** (this clause only applies if the Vehicle includes any Connected Services (see the definition of this term in clause 13 below))
- 11.1 If the Vehicle includes any Connected Services, the Supplier will not be responsible for them.
- 11.2 The Customer will need to agree any terms on which the Connected Services are provided (and the Customer should contact the supplier or manufacturer for more information (including the terms)).
- 11.3 Connected Services may be provided free of charge by the manufacturer of the Vehicle for a given period. This period may be shorter than the period the Customer has agreed to hire the Vehicle (including any informal extension to or an extended period of hire). The Supplier will not be responsible for the cost of any Connected Services, or lost costs (or other expenses) if the Customer's agreement with the Supplier in relation to the hire of the Vehicle ends early. If any Connected Services are withdrawn, the Supplier is not responsible for any lost costs the Customer may incur. The Customer is responsible for meeting the cost of any upgrades to any Connected Services.

- 11.4 The Supplier has no responsibility to the Customer for any loss, damage, cost or expense the Customer suffers because of the Connected Services working or not working.
- 11.5 If the Customer signs up to the Connected Services, the Customer may agree to provide (or actually provide) data to someone other than the Supplier. The Customer is responsible for making sure the other party is using the Customer's information and data in a way the Customer has agreed with them.
- 11.6 Before returning the Vehicle, the Customer must (a) remove all personal data or information from the Vehicle and (b) disable any functionality which tracks the Vehicle's location or provides access to the Vehicle.
- 11.7 If the Supplier agrees to provide the Customer with maintenance services under this Agreement, the Customer must use the Supplier's approved maintenance and vehicle related service providers and not those providers that the manufacturer of the Vehicle or other party recommend or direct the Customer to use through the Connected Services. For the avoidance of doubt, these services include (but are not limited to): accident management, breakdown, tyre replacement, replacement glass and maintenance and repair.
- 11.8 The Customer must not use Connected Services to change the Vehicle's mechanical performance from its specification when it was first delivered to the Customer.

12. **USE OF PERSONAL DATA AND DATA PROTECTION**

- 12.1 The parties recognise that they shall each be processing Personal Data in connection with the performance of their obligations and/or exercise of their rights under this Agreement and that the factual arrangement between them shall dictate the role of each party (as to Data Controller or Data Processor) in respect of the Data Protection Laws. Notwithstanding the foregoing, the parties agree and acknowledge that where either party processes Personal Data pursuant to or in relation to this Agreement, that party will be carrying out the processing for its own purposes, and as such will be a Data Controller under the Data Protection Laws.
- 12.2 Each party shall at all times comply with its respective obligations under all applicable Data Protection Laws to the extent such Data Protection Laws applies to it in connection with the performance of its obligations or exercise of its rights under this Agreement.
- 12.3 Without prejudice to the generality of clause 12.2, prior to submitting to the Supplier any Personal Data relating to the driver of the Vehicle or any other person, the Customer will provide such individual with the latest version of the Supplier's data privacy notice as amended from time to time. The Supplier's data protection notice can be sent on request for the avoidance of doubt, the provision of the Supplier's data privacy notice does not mean the Customer should not provide its own data privacy notice to any individual in respect of collection of data for the Customer's own purposes.

13. **DEFINITIONS**

In this Agreement the following expressions shall have the following meanings:

"Connected Services"	Means services providing additional in-car services by use of an embedded SIM card or device which is bought from, or made available by, the Vehicle's manufacturer or another service provider (and includes, for example, real time navigation updates and Wi-Fi hotspot enabling).
"Data Processor" and "Data Controller"	Shall have the same meanings given to "processor" and "controller" respectively in the Regulation.
"Data Protection Laws"	The Regulation, the Data Protection Act 2018, the Privacy and Electronic Communication (EU Directive) Regulations 2003, any successor thereto, and any applicable European Union or Member State law relating to data protection or the privacy of individuals.
"Fair Wear and Tear"	Reasonable damage to the Vehicle as assessed by the Supplier or its authorised agent in line with British Vehicle Rental and Leasing

	Association standards current at the expiry or if earlier, termination of the hiring of the Vehicle.
"Holding Company" and "Subsidiary"	Have the meanings given to them by section 1159 of the Companies Act 2006.
"Lease Rent"	The sum payable by the Customer to the Supplier in relation to the hire of the Vehicle of the amount and at the frequency as set out in the Schedule or (if not included in the Schedule) in the Vehicle Delivery Information Form or notified by invoice or otherwise by the Supplier to the Customer.
"Matrix of De-Hire Damage Charges"	The matrix of de-hire damage charges applicable to the Vehicle on its return to the Supplier, levied to compensate the Supplier for damage to the Vehicle over and above Fair Wear and Tear.
"Mileage Allowance"	The allowance specified as such in the Schedule.
"Mileage Rent"	The sum payable at the end of the hiring of the Vehicle, or upon any earlier termination in relation to the lease and Services (if any), for each mile which the Vehicle (including any Replacement Vehicle provided under clause 2.6.2) is driven in excess of the Mileage Allowance (or proportionately for any lesser period) specified in the Schedule including for the avoidance of doubt any mileage incurred in delivery of the Vehicle to the Customer at the beginning of the Term.
"Odometer"	The instrument (which term shall include a tachograph) that measures distance travelled by the Vehicle.
"Personal Data", "process", and "processing"	shall have the same meanings given to them in the Regulation.
"Prohibited Party"	A relevant financial institution as such term is defined in section 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.
"Regulation"	Means Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 (General Data Protection Regulation).
"Rent"	The total sum comprising the Lease Rent and the Service Rent together in each case with Value Added Tax ("VAT") thereon.
"Schedule"	A supplementary document in the form annexed or such other form as the Supplier may specify describing the Vehicle to be hired and specifying the Term and Rent and other particulars.
"Service Rent"	The sum payable by the Customer to the Supplier for Services (if any) provided in relation to the Vehicle of the amount and at the frequency as set out in the Schedule or (if not included in the Schedule) in the Vehicle Delivery Information Form or notified by invoice or otherwise by the Supplier to the Customer.
"Services"	Those services (if any) selected by the Customer in relation to a Schedule.
"Term"	The fixed period of hire from the date of delivery of the Vehicle as specified in the Schedule.

[REDACTED]

"Vehicle"

A Vehicle hired under this Agreement and which is described in a Schedule including substituted and replacement Vehicles, accessories, additions, renewals and replacement parts.

"Vehicle Delivery Information Form"

A supplementary document describing the Vehicle to be hired and specifying the Term and Rent and other particulars.

Signed for and on behalf of Aspire Housing

Signed by: [REDACTED]

Authorised Signatory [REDACTED]

Name in Block Capitals [REDACTED]

Position [REDACTED]

Signed for and on behalf of Adept Vehicle Solutions Limited

DocuSigned by: [REDACTED]

Authorised Signatory [REDACTED]

Name in Block Capitals [REDACTED]

Position [REDACTED]