

## Terms And Conditions

1. In this Agreement the following terms shall have the meanings hereby respectively assigned to them:

**Lessor:** Elite Sameday Ltd

**Hirer:** The person or company named as such on the rental agreement.

**Trailer:** The original trailer described on the agreement or any replacement trailer under said agreement together with the spare wheel, tools and other accessories supplied with the trailer.

**Rental Period:** The period from the date and time out stated on the agreement until the vehicle is off hire in accordance with clause 13.

**Rental Charges:** The hire charges for the rental period calculated in accordance with the Lessor's current tariff, the rate shown on the agreement or such other rate agreed between the parties in writing.

2. The Hirer acknowledges that the trailer is fit for his purpose and is in good condition and undertakes to return it, and its accessories in the same condition, fair wear and tear excepted, to the place, and on the date due back, if specified.

3. During the rental period the Hirer shall keep the trailer and its accessories in his possession and free from legal process or lien and when not in use adequately protected and secured.

4. During the rental period, the Hirer shall:

- a) Check daily; reflectors, lights, wheel nuts and any other ancillary such fitted.
- b) At Lessor's reasonable request, make the trailer available for inspection, service or repair work

If the Hirer is in breach of conditions 4(a) or 4(b), then the Hirer shall indemnify against all loss or damage whatsoever thereby arising.

5. The Hirer shall ensure that the trailer will not be used:

- a) For any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction;
- b) In connection with any business or commercial enterprise unless the Tachograph and Drivers Hours Legislation are adhered to should the combination exceed 3500kgs permissible weight.
- c) Outside of England, Scotland & Wales without the prior written consent of the Lessor.

6. a) The Hirer acknowledges that the trailer has been hired subject to the Hirer arranging for a fully comprehensive policy of insurance to be in force throughout the entire period of the hiring.

b) If the Hirer is in breach of condition 6(a) then the Hirer shall indemnify the Lessor against all injury, loss damage whatsoever and howsoever arising.

7. The Hirer agrees to pay on demand:

- a) Rental charges;
- b) Other charges at the rates referred to in the Agreement or from time to time in force; b) the full cost of uninsured damage to, or loss of the trailer
- d) Any amount in respect of which the Hirer is required to indemnify the Lessor pursuant to the terms of this Agreement.

8. The Hirer shall:

- a) Inform the Lessor immediately of any loss of or damage to or fault developing in the vehicle;
- b) At the request and cost of the Lessor permit to be done (if necessary in the Hirers name) including, but without limitation;
- i) All acts and things as may be reasonably required by the Lessor for the purpose of repairing the trailer;
- ii) Enforcing any rights or remedies against or obtaining relief from other parties;
- c) Indemnify the Lessor against any loss or damage;
- i) Incurred by reason of any breach of this Agreement by the Hirer;ii) which is not covered by the contract of insurance on the vehicle;
- iii) Arising from the loss of or damage to any property left stored or transported in or upon the vehicle.

9. a) The Hirer shall immediately report any accident to the Lessor and deliver every document of any kind received by the Hirer relating to any claim connected with an accident or event involving the trailer.

b) The Hirer shall not aid or abet any claim against the Lessor but shall assist the Lessor in investigating and defending any claim.

10. The Hirer acknowledges that it shall not:

- a) Without the prior consent of the Lessor incur any liability for repairs to the trailer in excess of £25; b) be the agent or servant of the Lessor for any purpose or make himself out as being such;
- c) Make any claim against the Lessor for loss of or damage to any property left stored or transported in or upon the vehicle unless caused by the negligence of the Lessor.

11. The Hirer shall be liable as owner of the trailer in respect of:

a) any of the following offences which may be committed with respect to that trailer when in darkness without the lights or reflectors required by law; waiting, or being left or parked, or being loaded or unloaded, in a road; being used or kept on a public road within the meaning of the Vehicles (Excise) Act 1971 without a licence under that Act being exhibited on the vehicle in the manner prescribed under that Act; and the non-payment of the charge made at a street parking place; and

b) any excess charge which may be incurred in pursuance of an order under section 45 and 46 of the Road Traffic Regulation Act 1984 (or as amended, replaced or revised by subsequent legislation or orders);

c) any charges made by Customs & Excise as a result of seizure of the trailer by them together with a loss of income charge whilst the vehicle is unavailable for rental.

12. The Hirer accepts liability for any penalty charges which may be incurred whilst the trailer remains on hire and agrees to indemnify the Lessor against any claims which may be made against them.

a) The trailer will remain on hire to the Hirer until the off hire procedure has been completed;

b) the trailer will be deemed to be off hire for when it is delivered into the possession of the Lessor during normal business hours, and the hire note has been signed as off hire by the Lessor;Note: The return of the vehicle to the Lessor's premises outside normal business hours does not constitute off hiring.

c) the trailer will remain at the risk of the Hirer until it has been off hired and the Hirer should ensure that the insurance remains in force failing which the Hirer may be personally liable for any loss or damage which occurs;

### 13. Limitation of Liability

During the continuance of the hire period the Hirer shall make good to the Owner / Lessor all loss of or damage to the trailer from whatever cause the same may arise, fair wear and tear excepted, and shall also fully and completely indemnify the Lessor / Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the trailer during the continuance of the hire period and also in respect of all costs and charges in connection therewith whether arising under statute or common law. In the event of loss or damage to the trailer the hire charges shall be continued at the highest rate as indicated by current hire rate schedule until settlement is effected.

14. The Lessor may demand the return of the trailer at any time and if in the Lessor's reasonable judgment such demand might not be complied with Lessors may repossess the trailer and terminate this Hire Agreement without any liability for any loss or damage which the Hirer may sustain as a result of such demand and termination or repossession.

15. In the event of the trailer being returned or collected in a damaged condition, the rental charge will continue until such time as the vehicle is repaired and returned to a hireable state. Should the vehicle be deemed to be beyond economical repair, or stolen and not recovered, the hire charge will continue until settlement in full is received.

a) The Hirer is responsible for the total cost of any damage to a trailer and / or its parts, or any loss, however caused. Parts are charged at the manufacturers list price, labour charged at £30.00 per hour.

16. a) The Hirer is responsible for any damage caused to tyres and tubes (fair wear and tear excepted). b) The Hirer is responsible for breakages to windscreens or windows.

c) The Hirer shall have exclusive possession, use and control of the trailer for the duration of the Agreement and the Hirer shall assume exclusive responsibility to the public and any regulatory body having jurisdiction.

d) The Hirer undertakes to use the trailer in a skillful and careful manner at all times.

17. The Lessor shall be liable to the Hirer for direct loss only as herein provided. It is agreed and acknowledged by the Hirer that the Lessor shall not be liable for any indirect or consequential loss whatsoever, howsoever arising. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or other liability of the Lessor which cannot be excluded as a matter of law.

18. This Agreement and the hiring thereunder will terminate ipso facto and immediately if a petition to wind up the Lessor or appoint an Administrator of the Lessor is presented to a court or if the Lessor passes a resolution for voluntary liquidation (except for the purposes of amalgamation or reconstruction) or if a Receiver or Receiver and Manager is appointed with respect to any of the assets of the Lessor and upon such termination as aforesaid the Hirer will immediately return the vehicle to the Lessor or its duly authorised agent for the return of the vehicle at such place as the Lessor may have appointed.

19. Any additions to or alteration of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties. Registered Office: Elite Sameday Ltd 30 Highfield Road, Hazel Grove, Stockport. SK7 6NS Tel: 0161 483 1407