

TERMS AND CONDITIONS FOR THE HIRING OF WELFARE VEHICLES

These terms and conditions apply solely to the hire of welfare vehicles (as defined below) by you from Sunbelt Rentals Limited

By signing these terms and conditions, you irrevocably agree that no terms and conditions proffered by you, including any terms referenced or attached to your purchase order or any other documentation, shall apply to the hire of welfare vehicles. These terms and conditions shall take precedence over any other terms unless expressly agreed in writing and signed by an authorised representative of the Company.

1 Definitions

“Agreement” means these Terms and Conditions for the Hiring of Welfare Vehicles, including any associated hire schedules, delivery documents, or written communications that incorporate them by reference.

“Authorised Re-Hirer” means any third party to whom the Customer is permitted by the Company, in writing, to sub-hire or otherwise make available the Welfare Vehicle under the terms of this Agreement.

“Company” means Sunbelt Rentals Limited.

“Customer” means the individual, company, partnership, firm or public authority hiring the Welfare Vehicle.

“DPF Filter” means Diesel Particulate Filter.

“Excess
Mileage
Charge” means the charges applied by the Company payable by the Customer where weekly mileage exceeds 400 miles, charged at 25p per mile.

“Hire Period” means the period defined in clause 3.1.

“Hire Charges” means the hire charges as agreed between the parties.

“Valeting
Charges” means the charges published by the Company from time to time and payable by the Customer for the cleaning and/or valeting of the Welfare Vehicle (as defined below) where it is in a dirty condition following its return or collection and includes the

costs of cleaning and emptying the toilets and the removal of any materials left inside the Welfare Vehicle

“Welfare Vehicle”

means the vehicle provided by the Company to the Customer under these terms and conditions or any replacement thereof and includes all accessories, tools and spare wheels supplied with the vehicle, including any replacement vehicle supplied pursuant to these Conditions.

2 Interpretation

- 2.1 Words importing the singular shall include the plural and vice versa. Words importing the masculine gender shall include the feminine and neuter and vice versa.
- 2.2 Any reference to legislation shall include any amendments or re-enactments thereof.
- 2.3 Headings are included for ease of reference only and shall not affect interpretation.

3. Hire Period

- 3.1 The Hire Period commences upon the day the Welfare Vehicle is delivered by the Company or collected by or on behalf of the Customer from the Company’s premises or such other premises as specified by the Company and shall end when the Welfare Vehicle is returned to the Company’s premises during the Company’s business hours (being 07:30 to 17:00 Mondays to Fridays) and a receipt is issued by the Company or is collected by the Company.
- 3.2 The Welfare Vehicle will remain at the Customer’s risk until the off-hire is confirmed in accordance with clause 3.1 and the Customer should ensure that fully comprehensive insurance in respect of the Welfare Vehicle remains in full force for that period.
- 3.3 Telephone off-hires will not be accepted unless validated by an off hire number notified by Company to the Customer.
- 3.4 The Customer must provide a minimum of 48 hours’ notice to off-hire a Welfare Vehicle. Failure to do so will result in two additional days’ Hire Charges unless returned directly to a depot.
- 3.5 Where Welfare Vehicle is lost during the Hire Period or is returned or collected damaged or other than in good repair and full working order, the Hire Charges shall continue to be payable by the Customer for such period as is reasonably necessary for the Welfare Vehicle to be: (a) repaired and/or restored to its full working order; or (b) replaced or the replacement value is received by the Company (whichever is the earlier).
- 3.6 If the Customer is an individual within the meaning of the Consumer Credit Act 1974 the maximum Hire Period shall not exceed three consecutive calendar months and the Customer shall return the Welfare Vehicle to the Company on or before the last day of the third consecutive calendar month of the Hire Period.

4 Hire and other Charges

- 4.1 Hire Charges will be calculated weekly. Part weeks are charged as full weeks. All charges and liabilities incurred by an Authorised Re-Hirer shall be treated as if incurred by the Customer.

- 4.2 Hire Charges relate solely to the hire of the Welfare Vehicle. Additional charges may apply for:
- Fuel and oil (including diesel or HVO) used;
 - Delivery and collection of the Welfare Vehicle (including aborted attempts);
 - Excess Mileage Charges;
 - Valeting and toilet emptying;
 - Repairs required beyond fair wear and tear; and
 - Any loss or damage incurred during the Hire Period.
 - Any charges, penalties or fines as outlined in this Agreement.
- 4.3 The Customer is liable for any and all charges, penalties or fines incurred in relation to the Welfare Vehicle during the Hire Period, including but not limited to congestion charges, parking fines, toll violations, and fixed penalty notices issued under applicable traffic legislation. In the event that the Company is required to process, pay or respond to any such charge on behalf of the Customer, the Company reserves the right to apply an administration fee of £35 per incident to cover the associated administrative costs. This fee shall apply regardless of whether the Company advances payment or provides driver or vehicle details to a third-party authority in response to such enforcement actions. For the purposes of communicating such fines and enforcement matters, the Customer hereby consents to the use of the most recently supplied and verified email address as the primary method of contact. If no specific address has been provided for this purpose, the Company may use any email address used by the Customer in the course of administering the hire.
- 4.4 Where a penalty or offence requires the nomination of a driver, the Customer agrees to supply full and accurate driver details (including full name, license number, and address) to the Company within 48 hours of request, or any shorter period reasonably required to allow the Company to comply with statutory or police deadlines. Any failure or delay by the Customer in providing such information shall render the Customer fully liable for any resulting fines, penalties, legal consequences, or costs.
- 4.5 If, upon return or collection, the Welfare Vehicle is found to be in a condition that, in the reasonable opinion of the Company, requires cleaning beyond fair wear and tear, the Customer shall be liable for Valeting Charges. These charges shall be calculated based on the level of work required, and shall include an administration fee of up to 10% of the total cleaning cost.
- 4.6 The Customer shall be responsible for paying the Valeting Charges and the Excess Mileage Charge.
- 4.7 The Customer shall obtain and pay for all and any permits, licenses and other consents and permissions required to enable the Welfare Vehicle to perform the work required by the Customer.
- 4.8 At the commencement of the Hire Period, the Company shall record and agree with the Customer the quantity of fuel present in the Welfare Vehicle. The Customer is required to return the Welfare Vehicle with fuel in accordance with one of the following fuel return options, which shall

be agreed in writing at the point of hire confirmation:

- **Pre-purchase option:** The Customer pays in advance for a full tank of fuel (including diesel or HVO) at the Company's published rate and may return the vehicle with any level of fuel. No refund shall be issued for unused fuel.
- **Return with same fuel level option:** The Customer returns the vehicle with the same level of fuel (including diesel or HVO) and/or battery charge as documented at the time of delivery. A shortfall will incur a refueling charge calculated based on the volume of fuel or electricity required and the prevailing rate at the time of return.

5 Payment Terms

5.1 The Company shall issue invoices to the Customer:

- At the end of each calendar month during the Hire Period; and/or
- Immediately upon the conclusion of the Hire Period.

Each invoice shall itemise the Hire Charges and any applicable additional charges incurred under Clause 4.

5.2 All invoices are payable in full within 30 calendar days of the invoice date. Payments shall be made in the currency and to the account specified on the invoice, without set-off or deduction.

5.3 If the Customer fails to pay any amount by the due date, the Company reserves the right to:

- Charge interest on overdue sums at a rate of 2% per annum above the base rate of Lloyds Bank PLC, calculated daily from the due date until the date of actual payment (both before and after judgment); and/or
- Suspend further deliveries or services; and/or
- Terminate the Hire Agreement under Clause 12.

6. Warranties

6.1 The Company warrants that at the time the Welfare Vehicle is collected or delivered it will substantially perform the functions specified in the manufacturer's specification.

6.2 The Customer warrants the collection or delivery of the Welfare Vehicle is conclusive proof that he has examined the Welfare Vehicle and found it to be in good condition and in accordance with the manufacturer's specification. Unless the Customer notifies the Company of any defects or discrepancies within 24 hours, the Welfare Vehicle shall be deemed to have been accepted as being in good condition and fit for hire. This shall not affect the Customer's rights in respect of

latent defects not reasonably discoverable on inspection.

6.3 If the Welfare Vehicle develops a fault during the Hire Period that prevents its lawful or safe operation, and the fault is not caused by misuse, negligence or breach of these terms by the Customer, the Company shall:

- Use reasonable efforts to repair or replace the Welfare Vehicle as soon as reasonably practicable; and
- Not charge further Hire Charges for any full day during which the Welfare Vehicle is unusable due to a covered fault, provided prompt notice is given under clause 10.5.

6.4 Except as expressly stated in this Clause 6, the Company gives no warranties, express or implied, including any warranties of satisfactory quality, fitness for a particular purpose, or uninterrupted performance.

6.5 Nothing in this agreement limits or excludes liability for any warranty or condition that cannot be lawfully limited or excluded under applicable law.

7 Limitation of Liability

7.1 Nothing in this Agreement excludes or limits the Company's liability for death or personal injury caused by its negligence or for any liability which cannot lawfully be excluded.

7.2 Subject to clause 7.1, the Company shall not be liable for:

7.2.1 Any loss of profit, revenue, goodwill, or business opportunity;

7.2.2 Any indirect or consequential loss or damage; or

7.2.3 Any loss arising from delays or interruptions in service, where caused by events beyond the Company's control.

7.3 The Company's total liability to the Customer in respect of any and all claims arising under or in connection with this agreement shall not exclude the total Hire Charges paid by the Customer for the Welfare Vehicle to which the claim relates.

7.4 The Company shall have no liability to any Authorised Re-Hirer or any third party to whom the Welfare Vehicle is made available by the Customer, whether or not with the Company's prior consent.

7.5 The Customer acknowledges that the Hire Charges reflect this allocation of risk.

8 Title

8.1 The Welfare Vehicle remains the exclusive property of the Company at all times. The Customer acquires no title or interest in the Welfare Vehicle except as expressly granted in this Agreement.

8.2 The Customer shall not:

8.2.1 Sell, sub-let, lend, mortgage, charge or otherwise dispose of the Welfare Vehicle;

8.2.2 Create any lien or encumbrance over it; or

8.2.3 Represent that it owns or has any proprietary right over it.

8.3 Any accessories, signage or modifications added by the Company remain the property of the Company.

9 Indemnity

9.1 The Customer shall indemnify and hold harmless the Company from all claims, damages, losses and costs (including legal expenses) arising from:

9.1.1 Use or misuse of the Welfare Vehicle;

9.1.2 Breach of this Agreement;

9.1.3 Injury to persons or damage to property in connection with the Welfare Vehicle during the Hire Period.

9.2 The Customer shall indemnify the Company against all losses, claims, damages, liabilities, costs and expenses arising from any act or omission of any Authorised Re-Hirer or other third party to whom the Welfare Vehicle has been made available by the Customer, whether or not with the Company's prior consent.

9.3 This indemnity survives termination or expiry of the Agreement

10 Obligations of the Customer

10.1 The Customer shall, for the duration of the Hire Period, maintain fully comprehensive insurance coverage for the Welfare Vehicle, including third party liability, damage, theft and loss, for its full replacement value. The Customer shall provide evidence of such insurance to the Company upon request and shall notify the Company immediately in the event of any incident giving rise to a claim.

10.2 The Customer is responsible for carrying out daily checks and maintenance of the Welfare Vehicle, including but not limited to:

10.2.1 Checking engine oil and coolant levels, brake and washer fluid levels;

10.2.2 Ensuring tyres are inflated and in roadworthy condition, including checking wheel nuts;

10.2.3 Ensuring lights, reflectors, mirrors, and indicators are operational;

10.2.4 Checking the towbar and pin for safety if applicable; and

10.2.5 Ensuring the vehicle is kept clean and presentable.

10.3 The Customer is responsible for managing the DPF. IF the warning light for the DPF activates, the Customer must immediately take the vehicle for a continuous drive of at least 20 minutes at a

speed exceeding 40 mph (miles per hour) to initiate regeneration. If the DPF is not regenerated and the vehicle enters “limp mode”, the Customer shall be liable for any resulting recovery or repair costs.

- 10.4 The Customer must ensure the Welfare Vehicle is operated only by suitably qualified and licensed drivers. The vehicle must not be used:

10.4.1 For the carriage of passengers or goods for hire or reward without proper authority;

10.4.2 Outside England, Scotland or Wales without the Company’s prior written consent;

10.4.3 For any unlawful purpose, including breach of road traffic or road transport regulations; or

10.4.4 To tow any vehicle or trailer without proper written approval.

- 10.5 The Customer must promptly notify the Company of:

10.5.1 Any accident, theft, loss, damage, breakdown or defect involving the Welfare Vehicle;

10.5.2 Any seizure or impounding by enforcement authorities; and

10.5.3 Any requirement for repairs or maintenance beyond daily operational checks.

- 10.6 The Customer is responsible for:

10.6.1 Replenishing fresh water tanks and emptying waste tanks regularly and hygienically;

10.6.2 Ensuring the toilet facilities are emptied and clean upon return;

10.6.3 Paying for repair or replacement of damaged tyres, punctures, windows and windscreens; and

10.6.4 Preventing any contamination of fuel (including diesel or HVO), or improper charging or handling of battery systems, or damage through improper operation of ancillary equipment.

- 10.7 The Customer shall not:

10.7.1 Sell, mortgage, hire, lease, or otherwise dispose of the Welfare Vehicle or any interest in it. The Welfare Vehicle may not be hired, sub-hired or otherwise made available to any third party unless the Company has provided its prior written consent, in which case such third party shall be deemed an Authorised Re-Hirer. Where such re-hire is permitted, the Customer shall remain fully liable to the Company for all obligations, losses, damage, misuse, or claims arising out of or in connection with such re-hire, as if the Authorised Re-Hirer were the Customer;

10.7.2 Assign or transfer this Agreement without the prior written consent of the Company; and

10.7.3 Permit use of the Welfare Vehicle by any party other than its own employees or authorised representatives.

10.8 The Customer shall comply at all times with:

10.8.1 The Health and Safety at Work Act 1974 and applicable health and safety legislation;

10.8.2 The Fourth EU Motor Insurance Directive with respect to MID updates; and

10.8.3 All applicable operator licensing and environmental rules.

10.9 The Customer remains responsible for the Welfare Vehicle until it has been formally off-hired and returned or collected in accordance with Clause 3.

10.10 The Company may inspect the Welfare Vehicle at any reasonable time.

10.11 The Customer must return the vehicle for scheduled servicing when requested. Failure to do so may result in termination and continued Hire Charges.

10.12 The Company will provide a replacement vehicle, subject to availability, during servicing.

11 Inspection and Servicing

11.1 The Customer shall permit and grant the Company the right and facilities to enter any premises at all reasonable times in order to inspect the Welfare Vehicle.

11.2 Upon the written request of the Company the Customer shall return the Welfare Vehicle to the Company within five days to enable the Company to arrange the servicing of the vehicle. Upon the return of the Welfare Vehicle under this clause the Company shall provide a comparable replacement vehicle and the terms and conditions of this agreement shall apply to that replacement vehicle.

12 Termination

12.1 The Company may terminate this Agreement immediately if the Customer:

12.1.1 Fails to pay any amount when due;

12.1.2 Commits a material breach of any other term of this Agreement and, where such breach is capable of remedy, fails to remedy it within 10 calendar days of receiving written notice specifying the breach and requiring it to be remedied; and/or

12.1.3 Becomes insolvent, enters administration or liquidation, or is otherwise unable to pay its debts as they fall due.

12.2 Upon termination, the Company may recover possession of the Welfare Vehicle and all outstanding Hire Charges.

13 Force Majeure

13.1 Neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.

- 13.2 For the purpose of this agreement, “Force Majeure” shall mean any act, omission, cause or circumstance beyond the reasonable control of the parties and shall include but not limited to war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fires, explosion, earthquake, act of God, flood, drought, or other act or order of any government department, council or other constituted body.

14 Severability

- 14.1 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force.

15 Entire Agreement

- 15.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior terms, representations, or agreements.
- 15.2 No amendment shall be binding unless in writing and signed by both parties.

16 Notices

- 16.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed properly served if sent:
- 16.1.1 By first-class post or courier to the registered office (in the case of a company) or principal place of business; or
- 16.1.2 By email to the last known email address used by the receiving party in connection with the hire of the Welfare Vehicle.
- 16.2 Notices shall be deemed received:
- 16.2.1 If sent by post or courier: at 9.00 am on the second business day after posting;
- 16.2.2 If sent by email: at the time of transmission, provided that no bounce back or error message is received.
- 16.3 This clause shall not apply to the service of any proceedings or other documents in any legal action.
- 16.4 Either party may update its notice address or email by giving written notice to the other party in accordance with this clause.

17 General Terms

- 17.1 No delay or failure to enforce any right shall be a waiver of that or any other right.
- 17.2 The rights and obligations in clauses 7 and 9 shall survive termination of this Agreement for any reason whatsoever.
- 17.3 Nothing in this Agreement shall be deemed to create rights under the Contracts (Rights of Third Parties) Act 1999.

18 Governing Law and Jurisdiction

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 18.2 The parties submit to the non-exclusive jurisdiction of the English courts.