

**CHESTERFIELD CAR CONSULTANTS  
TERMS AND CONDITIONS OF HIRE**

**1. In this agreement the following terms shall have the following meanings:-**

**Accessories:**

The spare wheel, tools and other items with which the vehicle is supplied and any replacement thereof.

**Commencement of Hire:**

The date specified overleaf or, if no date is specified, the date upon which the Vehicle is made available for collection from the Lessor's depot.

**Due Date:**

The date on which the Vehicle is due back to the Lessor, as specified overleaf.

**Excess Amount:**

The sum of £250.00 or any greater sum specified overleaf.

**Excess Mileage Charge:**

The charge as set out overleaf for exceeding the Mileage Limit.

**HGV:**

A vehicle which weighs 7.5 tonnes or more.

**Hirer:**

The hirer named overleaf.

**Lessor:**

Chesterfield Car Consultants.

**Lessor's Depot:**

The depot specified overleaf.

**Mileage Limit:**

The mileage limit for the Rental Period as set out overleaf.

**Rental:**

The daily rental amount specified overleaf.

**Rental Period:**

The rental period stated overleaf.

**Representative:**

A person named overleaf as being authorised to use the Vehicle on behalf of the Hirer.

**Vehicle:**

The original vehicle described overleaf.

**2. Hire**  
The Lessor hereby hires to the Hirer the Vehicle for the Rental Period and at the Rental upon and subject to the terms and conditions hereinafter appearing.

**3. Commencement of Hire**  
3.1 The hiring of the Vehicle shall begin on the Commencement of Hire;  
3.2 The Hirer agrees that the details of the Vehicle (including the odometer reading) are as set out overleaf and at the time the Vehicle is collected, the Hirer, or a person authorised on its behalf shall sign overleaf which signature shall constitute the Hirer's acceptance of the relevant Vehicle and these terms and conditions of hire;  
3.3 The Lessor will use all reasonable endeavours to have the Vehicle available for collection on the date requested by the Hirer but the Lessor shall not incur any liability whatsoever in the event of delay;  
3.4 The parties acknowledge that risk in the Vehicle shall pass to the Hirer on delivery but that ownership in the Vehicle shall at all times remain with the Lessor;  
3.5 The Hirer undertakes to return the Vehicle and its Accessories in the same condition, fair wear and tear excepted, to the Lessor's Depot or such other location at the Lessor's direction and on the Due Date.

**4. Rentals and Charges**  
4.2 The Hirer will pay to the Lessor (subject to clause 5 below) the Rental promptly by the end of the month following the date of the relevant rental period;  
4.3 Any queries relating to the Rental, damage, fuel or other matters relating to the Vehicle shall be made by the Hirer not later than 14 days after the date of invoice;  
4.4 Time shall be of the essence in respect of payment of all sums due hereunder and the Hirer shall be deemed to have repudiated this Agreement if any Rental or other payment remains unpaid for more than 14 days after becoming due;  
4.5 All payments due hereunder (if not made by Direct Debit or Bankers Order) shall be made to the Lessor at its registered office or at such other address as the Lessor may from time to time communicate to the Hirer. Any payments sent by post shall be sent at the risk of the Hirer.

**5. Revision of Rentals**  
5.1 The Hirer expressly acknowledges and accepts that the Lessor shall be entitled to revise the Rental at any time during the subsistence of this Agreement to incorporate any increases in vehicle excise duty or increases imposed by legislation upon giving 7 days' notice in writing to the Hirer;  
5.2 In the event that the Hirer does not accept a price revision made pursuant to clause 5.1, it shall have the right for a period of 7 days after receipt of such notification to serve notice on the Lessor cancelling this Agreement. Subject to the Hirer otherwise performing its obligations under this Agreement, the Hirer will incur no liability to the Lessor on account of such cancellation.

**6. Use of Vehicle**  
6.1 During the Rental Period, the Hirer shall keep the Vehicle and its Accessories in his possession or the possession of any of his Representatives and free from legal process or lien and when not in use adequately protected and secure;  
6.2 The Hirer shall use the Vehicle for the purposes of its business but shall not use or permit the Vehicle to be used for hire, driving tuition or for any other purpose or for the propelling or towing of any other Vehicle or any trailer (unless fitted with a tow bar), nor for any illegal purpose whatsoever;  
6.3 The Hirer agrees that it will not:  
6.3.1 Use the Vehicle for the carriage of loads in excess of the legal carrying capacity of the Vehicle or distribute loads unevenly;  
6.3.2 Exceed any of the manufacturer's recommendations in the use of the Vehicle;  
6.3.3 Use the Vehicle, or permit its use in any manner, infringing any statute regulation or order relating to the driving and parking of the Vehicle or so as to cause danger to the public or persons in the Vehicle or its risk or damage to the Vehicle;  
6.3.4 Carry in or on the Vehicle any goods, materials or produce which may damage the Vehicle or render it unfit to carry any other type of merchandise;  
6.3.5 Without the prior consent of the Lessor, effect any mechanical or other modifications to the Vehicle, make any alterations or additions, fit any towing equipment or other accessories or non-standard tyres, and any such additions alterations or modifications which may be made (whether with or without consent) shall become part of the Vehicle and shall belong to the Lessor;  
6.3.6 Remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt or purport to do so nor permit the same;  
6.3.7 Deface the paintwork or bodywork of the Vehicle nor add or erect any painting, signwriting, lettering or advertising to or on the Vehicle.

**7. Duties of the Lessor**  
7.1 Obtain and pay for the vehicle excise licence and any MOT certificate for the Vehicle;  
7.2 Subject to clause 7.5, and provided that the Hirer complies with its obligations under clause 8.15.1 the Lessor shall carry out, procure or (where set out overleaf) reimburse the Hirer the reasonable costs (including materials and taking into account mileage) of:  
7.2.1 the service and maintenance of the Vehicle;  
7.2.2 the six weekly inspection of the Vehicle (if it is an HGV);  
7.2.3 all repairs and replacements to the Vehicle necessary as a result of fair wear and tear only which are:  
7.2.3.1 caused by mechanical breakdown; and  
7.2.3.2 occur on the United Kingdom mainland;  
7.2.4 (if it has elected overleaf to include tyres within the Rental, all replacement tyres required as a result of fair wear and tear or faulty manufacture, provided that the Hirer shall obtain the prior consent of the Lessor to any such replacement by the Hirer;  
7.3 All reimbursements to be made by the Lessor pursuant to clause 7.2 shall be subject to receipt by the Lessor of the original receipted invoice and a copy of the invoice shall be sent out to the Hirer, where relevant, either to receipt of certified copy records or to the return of the original tyre casing to the Lessor's Depot.  
7.4 In the event that the Hirer suffers a mechanical breakdown whilst the Vehicle is outside the United Kingdom mainland, the Lessor shall, subject to the provisions of clause 7.4.1, if a Vehicle becomes temporarily unroadworthy, the Lessor shall make available reimbursement to the Hirer a sum equal to the equivalent cost of repairs if the repairs had been carried out on the United Kingdom mainland. The Lessor shall be liable for no other costs incurred by the Hirer whilst outside the United Kingdom mainland, including, without limitation, the replacement of the Vehicle and the recovery of the Vehicle to the United Kingdom.  
7.5 Subject to the provisions of clause 7.4, if a Vehicle becomes temporarily unroadworthy, the Lessor shall make available a replacement Vehicle ("Replacement Vehicle") (the age and type of which is at the reasonable discretion of the Lessor) within a reasonable time from receipt of notification from the Hirer provided that:  
7.5.1 the Replacement Vehicle is required as a result of mechanical failure which is not caused by accident or vandalism or the fault of the Hirer; and  
7.5.2 the Hirer has elected to pay the Replacement Vehicle cover overleaf.  
7.6 Any Replacement Vehicle supplied pursuant to clause 7.5 shall be treated as an original Vehicle of the purposes of this Agreement.  
7.7 Where the Hirer has not elected to pay Replacement Vehicle cover it shall have no entitlement to a Replacement Vehicle and shall continue to pay Rental during the period in which the Vehicle is unavailable.

**8. Duties of the Hirer**  
The Hirer shall during the continuance of this Agreement:  
8.1 Pay to the Lessor interest at the rate of 4 per cent per annum above the mean base rate for the time being of Yorkshire Bank on all sums which from time to time may be due from the Hirer to the Lessor hereunder and remain for the time being unpaid such interest being calculated from the due date until actual payment compounded daily and to be payable as well after as before any judgment is obtained in respect thereof;  
8.2 Where the Vehicle is an HGV, comply with its obligations under the Goods Vehicle (Licensing of Operators) Act 1995 and the Road Traffic Act 2000 and in particular ensure that:  
8.2.1 the Vehicle is only used with a valid operator's licence ("Licence") for the traffic area or areas in which the Vehicle is used;  
8.2.2 nothing is done to jeopardise the validity of the Licence including, without limitation, the breaching of the Licence by hiring full hire Vehicles;  
8.2.3 a copy of any request to attend a public enquiry in relation to the Licence is immediately forwarded to the Lessor and the outcome promptly notified to the Lessor including whether any action is being taken by the Traffic Commission to vary, revoke, amend, suspend or cancel the Licence;  
8.2.4 the Licence is not surrendered without 14 days' written notice being given to the Lessor.  
8.3 Ensure that the Vehicle is operated properly and safely by the Hirer's Representatives who shall at all times hold valid and current driving licences in the appropriate categories and be insured against any loss or damage to the Vehicle;  
8.4 Deliver and collect the Vehicle to and from any maintenance or repairing agent and pay for the cost of moving any Vehicle to a repairing agent where it has become unroadworthy;  
8.5 Pay for all fuel, materials oil, grease and lubricants for the proper running of the Vehicle and ensure that sufficient anti-freeze of a recommended grade is maintained in the Vehicle's radiator;  
8.6 Indemnify and keep indemnified the Lessor from and against all losses, fines, penalties and liabilities (including any court costs and/or legal fees) imposed on or incurred by the Lessor or arising in respect of any non-compliance or contravention of any transport, traffic or regulatory law, together with any cost or expense relating thereto incurred by the Lessor;  
8.7 Not to take or allow any Vehicle to be taken out of the United Kingdom mainland without receiving the prior written authority of the Lessor and, in the event of that being given, only on such terms as the Lessor deems fit. While the Vehicle is being operated outside the United Kingdom mainland, the Lessor makes no representation that it complies with traffic or vehicle regulations in any country and that it is the Hirer's responsibility to make sure that it complies with the regulations of the country concerned;  
8.8 Collect from and return to the Lessor, or from and to such place as the Lessor shall advise, any Replacement Vehicle made available to the Hirer in accordance with clause 7.5 hereof. The Replacement Vehicle shall be returned within 24 hours after the Hirer has been informed by the Lessor, that the original Vehicle is ready for collection, failing which the Hirer will pay additional rental for the Replacement Vehicle at a rate reasonably determined by the Lessor for the period during which the Replacement Vehicle is retained by the Hirer;  
8.9 Bear the cost of the repair or rectification of any damage to the Vehicle resulting from negligence or improper use of the Vehicle by the Hirer. Also reimburse the Lessor for damage to, or loss of accessories, tyres, tools and equipment, including all costs regarding punctures and blow-outs;  
8.10 Where the Hirer requests that the hire be terminated prior to the return of the Vehicle to the Lessor's Depot, then the Hirer will remain responsible for any loss or damage, however caused, until such return or (by prior arrangement) the Vehicle is collected by the Lessor, whichever is the sooner. In the event of collecting, a period of 24 hours must be allowed, excluding bank holidays and weekends;  
8.11 Not to sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of any Vehicle or part thereof by charge the benefit of the hire to any third party or attempt to do so;  
8.12 Take all necessary steps in its own expense to retain and recover possession and control of any Vehicle of which the Hirer loses possession or control;  
8.13 Permit the Lessor or its authorised representatives at all reasonable times to enter upon the premises where any Vehicle may from time to time be garaged or parked to inspect and test the condition of the Vehicle;  
8.14 Notify the Lessor of any change in the Hirer's address and upon request by the Lessor promptly inform the Lessor of the whereabouts of the Vehicle;  
8.15 In respect of the condition and maintenance of the Vehicle, be responsible solely at its own cost for:  
8.15.2 Regularly checking and maintaining correct tyre pressures, wheel nut torque and lights;  
8.15.3 Regularly checking and adjusting as necessary engine oil levels, battery fluid levels, screen wash levels, coolant levels and automatic transmission oil levels (as appropriate);  
8.15.4 Regularly cleaning the exterior, interior and upholstery of the Vehicle;  
8.15.5 Promptly reporting and repairing damage (subject to inspection by the Lessor and any directions it may give);  
8.15.6 Keeping accurate records of servicing (where appropriate);  
8.15.7 Arranging the regular servicing of the Vehicle (subject to clause 7.2 above);  
8.15.8 Replacing any shattered, broken or splintered windscreen or windows.  
8.16 Make the Vehicle available to the Lessor for the purpose of arranging an MOT test as and to the extent required by any legislation prior to the date on which a vehicle test certificate is first required or (as the case may be) on the expiry date of the last certificate. Not use or permit the Vehicle to be used or operated in a manner contrary to any statutory provisions or regulation or in any way contrary to law, having regard in particular to the regulations affecting maintenance and usage of tyres.

**9. Insurance**  
9.1 Subject to clause 9.2, the Hirer shall insure the Vehicle in accordance with clause 9.3 below and will ensure that:  
9.1.1 the Vehicle is driven only by a Representative;  
9.1.2 each Representative is aged between 25 and 70 years;  
9.1.3 each Representative has a valid driving licence (appropriate for the Vehicle) and has proof of identity and that each personally presents the same to the Lessor;  
9.1.4 each Representative discloses in full any convictions of motor offences; and  
9.1.5 any trailer which is attached to a Vehicle is properly and lawfully secured with compatible towing equipment before moving and is insured separately for its full replacement value;  
9.2 The Lessor shall insure the Vehicle where:  
9.2.1 it is obliged to as a result of restrictions imposed by the insurance company; or  
9.2.2 at its discretion;  
and in either case, the Lessor shall inform the Hirer promptly of its intention to insure.  
9.3 Save in circumstances where clause 9.2 applies:  
9.3.1 The Hirer shall throughout the continuance of this Agreement and thereafter until such time as the Vehicle is redelivered to the Lessor in accordance with clause 15.2 without prejudice to the liability of the Hirer to the Lessor

keep the Vehicle (including any Replacement Vehicle provided under clause 7.5) insured with an insurance company of good repute against loss or damage from all risks (including third party risks). The Hirer shall notify its insurance company that the Vehicle is on hire from the Lessor and ensure that a note of the interest of the Lessor is endorsed on the Policy of insurance naming the Lessor as loss payee. The Hirer shall on demand from time to time show to the Lessor the policy of insurance. The Hirer shall not do or allow to be done any act or thing whereby the insurance may be invalidated. The Hirer shall procure that if the Hirer makes any default in the payment of any premium in respect of the insurance the Lessor shall be notified by the insurance company and may pay such premium in which event the Hirer shall repay such amount to the Lessor on demand. The Hirer shall indemnify the Lessor against all loss or damage to the Vehicle not recoverable under the policy of insurance. In the event of any loss or damage to any Vehicle (howsoever arising) the Hirer shall immediately notify the Lessor of such event and:  
9.3.2.1 shall not compromise any claim without the consent of the Lessor;  
9.3.2.2 shall allow the Lessor to take over the conduct of negotiations (except in relation to claims by the Hirer in respect of personal injury, loss of use of the Vehicle, or loss or damage to property of the Hirer unconnected with the Vehicle);  
9.3.2.3 shall at the expense of the Hirer take such proceedings (in the sole name of the Hirer or jointly with the Lessor) as the Lessor shall direct, holding all sums recovered, together with any monies received by the Hirer under its policy of insurance, or trust for the Lessor and paying or applying the same as the Lessor directs and as herein provided;  
9.3.3 The Lessor shall have the right itself to repair or have repaired any Vehicle which is the subject of an accident except where the vehicle is declared a total loss. If the Lessor does not choose to do so the Hirer shall be liable to reinstate or repair at its own expense (but subject to any insurance proceeds) any Vehicle which has been damaged by a total loss and shall continue to pay a rental in respect of such Vehicle until such reinstatement or repair;  
9.3.4 If any Vehicle is declared a total loss the Hirer shall remain liable for Rental until full restitution has been made to the Lessor by the Hirer's insurance company and in such event the Lessor shall apply any proceeds of insurance receive by it at its option.  
(i) Towards a substitute of equivalent value, which replacement shall be deemed to be included in this Agreement for all purposes and the Hirer shall continue to be liable to pay Rental as if such loss had not taken place or  
(ii) in or towards payment to the Lessor of the sum necessary to compensate the Lessor for all losses which it will sustain as a result of that Vehicle.  
9.3.5 The Hirer will be liable to pay to the Lessor any amount deducted by the insurance company by way excess or in respect of the payment of the sum payable to the Vehicle prior to the date of the loss, and subject to the application of insurance proceeds under clause 9.3.4(i) above shall indemnify the Lessor against all and any loss suffered by it in consequence of the termination of the Agreement.  
9.4 The Hirer's responsibility to insure the Vehicle is temporarily suspended during the term of an agreement and the Vehicle remains in the possession of the Hirer, then all risks shall remain with the Hirer during such free-of-charge period.

**10. General Liability**  
10.1 Nothing in this agreement shall limit either party's liability to the other for personal injury or death caused by its negligence or for any liability which cannot be limited or excluded by law.  
10.2 Save as provided in clause 10.1, the Lessor does not accept and hereby excludes any liability for loss of or damage to the Hirer's tangible property other than caused by its negligence.  
10.3 Save as provided in clause 10.1, the Lessor shall have no liability for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):  
10.3.1 loss of revenue;  
10.3.2 loss of actual or anticipated profits (including loss of profits on contracts);  
10.3.3 loss of business;  
10.3.4 loss of opportunity;  
10.3.5 loss of goodwill;  
10.3.6 any indirect or consequential loss or damage howsoever caused.  
10.4 Save as provided in clause 10.1, the total liability of the Lessor on no circumstances exceed a sum equal to 125% of the monies payable by the Hirer under this Agreement. The limitation of liability under this clause 10 has effect in relation both to any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity of any term of this Agreement.

**11. Warranty and Indemnity**  
1.1 The Hirer shall be responsible solely for and hold the Lessor indemnified fully against all fines, penalties, claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Lessor as a result of:  
11.1.1 any accident involving the Vehicle (other than death or personal injury resulting from the negligence of the Lessor, its employees or agents);  
11.1.2 any accident involving any Vehicle (other than death or personal injury resulting from the negligence of the Lessor, its employees or agents);  
11.1.3 any non compliance by the Hirer with the Goods Vehicles (Licensing of Operators) Act 1995 and the Road Traffic Act 2000;  
11.1.4 any breach or default on the part of the Hirer in the discharge of its obligations under this agreement.  
1.2 The Lessor warrants that the Vehicle shall be roadworthy and have a valid MOT certificate on delivery to the Hirer.  
1.3 Except as provided under clause 11.2 the Lessor does not hire the Vehicle subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose or age of the Vehicle and any conditions and warranties are hereby expressly excluded.  
1.4 The Hirer warrants that it is not currently the subject of or awaiting any decision of a Public Enquiry into its Operator's licences and it is not aware of any reason why it may be called to a Public Enquiry in the foreseeable future;  
1.5 The Hirer shall hold the Lessor full indemnified against any claims relating to property which is stored or transported in any Vehicle.

**12. Excess Mileage Charge (Where Applicable)**  
12.1 The Lessor shall notify the Hirer of the correct odometer reading for the Vehicle on delivery of that Vehicle to the Hirer.  
12.2 In the event that a Vehicle exceeds the Mileage Limit then the Hirer shall pay the Excess Mileage Charge in accordance with clause 12.4. Any miles travelled by a Replacement Vehicle for the Vehicle will be included in determining whether the Vehicle has exceeded the Mileage Limit.  
12.3 In the event that the odometer on the Vehicle ceases to function properly or if the Lessor's or the manufacturer's seals on the odometer is or has been interfered with, the Lessor shall be entitled to estimate the miles travelled by that Vehicle for the period during which the odometer has failed to function properly.  
12.4 The Hirer shall pay the Excess Mileage Charges within seven days of a written demand by the Lessor. The Lessor shall be entitled to make such a demand on receipt of the correct odometer reading pursuant to clause 12.1.

**13. Ownership**  
The Vehicle shall at all times remain the property of the Lessor and the Hirer shall have no rights to the Vehicle other than as hirer and the Hirer shall not do or permit a cause to be done any matter or thing whereby the rights of the Lessor in respect of the Vehicle is or may be prejudicially affected.

**14. Termination**  
14.1 If the Hirer shall:  
14.1.1 fail to pay any sum payable under this Agreement including, without limitation the Rental, (or under any other agreement between the Lessor and any subsidiary of the Lessor any holding company of the Lessor, or any other subsidiary of any such holding company and the Hirer) within 14 days of it becoming due (whether demanded or not); or  
14.1.2 shall commit a breach of the other terms and conditions whether express or implied of this Agreement (or of the terms and conditions of any other agreement subsisting between the Lessor and the Hirer);  
14.1.3 shall do or allow to be done any act or thing which in the opinion of the Lessor may jeopardise the Lessor's rights and the Lessor may thereupon or at any time within 3 months thereafter by notice in writing to the Hirer for all purposes terminate this Agreement;  
14.2 The Lessor may terminate this Agreement upon written notice if any of the following events shall occur, namely:  
14.2.1 if any distress, execution or other legal process shall be levied on or against the Vehicle or any part thereof or against the Hirer or the Vehicle or the goods or property of the Hirer's goods or other property, or the Hirer shall permit any judgement against it to remain unsatisfied for 7 days; or  
14.2.2 if the Hirer shall die, shall suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him to enter into a voluntary arrangement or suffer the making of a statutory demand of the presentation of a petition for a bankruptcy order; or  
14.2.3 if the Hirer, being a body corporate, shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager over all or any of its undertaking or assets appointed, or shall suffer the appointment of a receiver or receiver manager or the appointment of an Administrator, or shall be deemed by virtue of Section 123 of the Insolvency Act 1986 to be unable to pay its debts.  
14.3 If the Lessor shall at any time commit a material breach of any of the terms and conditions whether express or implied of this Agreement and if capable of remedy it shall have failed to rectify such breach within 30 days of being given written notice to do so then (provided the Hirer is not itself also in breach) the Hirer may return the Vehicle and (Without Prejudice to its right to claim damages for that breach) by notice in writing to the Lessor for all purposes forthwith terminate the hire constituted by this Agreement.

**15. Consequences of Termination**  
15.1 The Hirer shall upon termination under clause 14.1 or 14.2 above pay the Lessor:  
15.1.1 All arrears of Rental then due and all other sums accrued due and unpaid at the time of termination together with thereon payable under clause 8.1 thereof; and  
15.1.2 The cost of all repairs required as at the date of termination; and  
15.1.3 Compensation for the loss suffered by the Lessor as a result of such termination, such loss being determined by the Lessor having regard to all relevant circumstances; and  
15.1.4 Any other surplis which are or become due to the Lessor or to which the Lessor is entitled by the way of damages.  
The termination of the hire constituted by this Agreement shall not affect any rights of the Lessor or liabilities of the Hirer subsisting at the date of termination;  
15.2 On termination of the hire the Hirer (unless otherwise agreed with the Lessor) promptly return the Vehicle (including the Vehicle's spare wheel, tyre tools, hand tools and accessories where fitted) to the Lessor at the Lessor's Depot or such other address as the Lessor may direct at the Hirer's expense and risk. The Vehicle shall be in good order and in good working condition. Without prejudice to the Lessor's claim for any arrears of Rental or damages for any breach by the Hirer of this Agreement, the Lessor shall be entitled to recover from the Hirer any sums payable by the Hirer at such termination of expiry of the Rental Period without notice relate possession of the Vehicle. The Lessor may enter upon any premises belonging to or in the occupation or control of the Hirer for such purpose and the Hirer shall be responsible for all costs, charges and expenses so incurred. The Hirer shall also bear the reasonable costs incurred by the Lessor at any time in ascertaining the whereabouts of the Vehicle and/or the Hirer.

**16. Continuation Payment**  
16.1 Without Prejudice to the provisions of clause 15.2 above, as from the termination of the hire or the due expiration of the Rental Period and until such time as the Vehicle shall have been returned, the Hirer will pay by way of recompense for the continued use of the Vehicle a monthly sum (payable in arrears) at the same rate as the Rental payments previously due in respect thereof.  
16.2 This clause shall not confer upon the Hirer any right to the continued use or possession of the Vehicle.

**17. Lessor's Intervention**  
If the Hirer fails to comply with or commits a breach of any provision of this Agreement the Lessor may without in any way being obliged to do so or responsible for so doing and without prejudice to the ability of the Lessor to treatment that non-compliance as an event entitling it to terminate this Agreement under clause 14 above effect compliance on behalf of the Hirer whereupon the Hirer will be liable to pay immediately any sums expended by the Lessor together with all costs and expenses including legal costs in connection therewith.

**18. Force Majeure**  
Although the Lessor will use all reasonable endeavours to discharge its obligations under this Agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

**19. No Set Off**  
The Hirer shall make all payments due under this Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

**20. Forbearance**  
No forbearance or indulgence on the part of the Lessor shown or granted to the Hirer in respect of any of the provisions of this Agreement shall in any way affect diminish restrict or prejudice the rights or powers of the Lessor under this Agreement or operate as to be deemed to be a waiver of any breach committed by the Hirer of the terms and conditions of this Agreement.

**21. Concurrent Remedies**  
No right or remedy herein conferred upon or reserved to the Lessor is exclusive of any other right or remedy herein or by law or by court provided that each shall be cumulative of every other right or remedy given hereafter existing and may be enforced concurrently therewith or from time to time.

**22. Void Provision**  
If any provision of this Agreement is found contrary to law or unenforceable for any reason that provision shall be deemed deleted and the remainder of this Agreement shall remain in full force.

**23. Notices**  
Any notice hereunder shall be in writing and may be served by sending it by facsimile or pre-paid first class letter post or delivery if (in the case of a limited company) to the address stated herein (as appropriate) and in any other case, to the last known address of the addressee. In providing service of any notice it shall be sufficient in the case of facsimile that the facsimile transmission verification reports has been received by the sender and in the case of posting that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective in the case of facsimile on the next business day following the day on which the facsimile was sent and in the case of posting at noon of the second business day following the day of posting and may notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

**24. Construction and Interpretation**  
24.1 Where there are two or more parties to this Agreement as Hirer then liability hereunder shall be joint and several;  
24.2 In the Agreement and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and the singular shall include the plural and the plural shall include the singular;  
24.3 Wherever the words "Vehicle" appears in this Agreement the same shall mean any type of vehicle, trailer or refrigerated trailer and shall be deemed to include therewith component parts and any accessories and ancillary equipment supplied.

**25. Governing Law**  
This Agreement shall be governed by and construed in accordance with the Law of England. The Hirer irrevocably submits to the non-exclusive jurisdiction of the English Courts.