

S.H.B. HIRE LIMITED

HIRE TERMS AND CONDITIONS

Any dispute concerning the interpretation of the terms exceptions or conditions of this Agreement shall be resolved in accordance with the jurisdiction of the territory in which this Agreement was issued.

These terms and conditions apply to all hires to the exclusion of any other terms and conditions issued by the Hirer whether stated in a purchase order, on an invoice or on any other Hirer literature or any terms and conditions issued by S.H.B. Hire Limited on the On/Off/ Exchange Hire Note that is completed on delivery and collection of the Vehicle.

S.H.B. Hire Limited is authorised and regulated by the Financial Conduct Authority for credit-related regulated activities.

1. In this Agreement the following terms shall have the meanings set out below:

BVRLA Guidelines the BVRLA fair wear and tear guidelines, as issued from time to time.

Hirer The person or company named on the Hire Agreement which shall, when the context so admits, include the driver of the Vehicle.

SHB S.H.B. Hire Limited, a company incorporated in England Wales with registration number 1391731 whose registered office is at Enterprise House, Melburne Park, Vicarage Road, Egham, Surrey, TW20 9FB.

Hire Agreement This Hire Agreement made between SHB and the Hirer who agrees to hire the Vehicle specified within the Key Financial Information set out on page 1, in accordance with the terms of this Agreement.

Vehicle The original vehicle described on the Hire Agreement or any replacement vehicle under this Agreement together with the spare wheel, tools and other accessories supplied with the vehicle.

Rental Period The period from the beginning of the hire until the Vehicle is off-hired in accordance with clause 14 and which is specified on page 1 of the Hire Agreement. At the expiry of the Rental Period, the Rental Period shall automatically renew for successive monthly periods ("Informal Extension Period") if the Vehicle is not off-hired in accordance with clause 14.

Rental Charges The hire charges for the Rental Period calculated in accordance with SHB's current tariff, being the rate shown overleaf or such other rate agreed between the parties in writing.

Consumer A Consumer as defined by the Consumer Credit Act 1974 and provided services as a regulated activity by SHB through the Financial Conduct Authority

2. The Hirer acknowledges that the Vehicle is fit for 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, overleaf, unless otherwise agreed in writing by SHB. At the beginning of the Rental Period, the Hirer shall pay to SHB an advance rental payment in the amount specified on page 1 of the Hire Agreement.
3. Delivery or collection of the Vehicle will take place once the Vehicle is available for handover on a date agreed between the Hirer and SHB. The Hirer will accept handover of the Vehicle only if it is satisfactory. If the Vehicle does not meet the Vehicle specification or is unsatisfactory in any other way the Hirer must not accept the Vehicle and must notify SHB immediately.
4. During the Rental Period the Hirer shall keep the Vehicle and its accessories in his possession and free from legal process or lien and, when not in use, adequately protected and secured. The Hirer must pay all Rental Charges by direct debit, BACS or credit card, monthly in advance.
5. During the Rental Period, the Hirer must:
 - a) Check daily engine oil level, water level in radiator, washers and wipers, lights, wheel nuts, brake fluid level and condition of tyres.
 - b) At SHB's reasonable request, make the Vehicle available for inspection, service or repair work.
 - c) Be responsible for updating the Motor Insurance Database ("MID") in line with the Fourth EU Motor Insurance Directive
 - d) Ensure that any driver(s) using the Vehicle(s) during the Rental Period are approved by the Hirer and hold a valid full current licence and are duly permitted under the Hirer's insurance policy
 - e) Ensure that any driver(s) or operatives using the Vehicle(s) ancillary equipment are trained and competent to do so
 - f) Operate the Vehicle in accordance with any work instructions or manuals provided.
6. The Hirer must ensure that the Vehicle will not be used:
 - a) For the carriage of passengers for hire or reward
 - b) For any illegal purpose or in contravention of any legislation affecting the Vehicle, its use or construction
 - c) For hire or reward if the Vehicle exceeds 3.5 Gross Vehicle Weight ("GVW") unless a valid Operators License is held
 - d) For commercial use if the Vehicle exceeds 3.5 GVW unless a valid Operators License is held
 - e) Outside England, Wales or Scotland without the prior written consent of SHB and a Vehicle on Hire Certificate (VE103).
 - f) For the carriage of hazardous goods unless an appropriate valid licence is in place (if required) and SHB has been notified and the Vehicle is of the agreed appropriate specification for the goods in transit, including the fitting of any required hazard warning plates (there may be an additional off-hire/valeting charge if specialist cleaning and decontamination of the Vehicle is required).
7. a) The Hirer acknowledges that the Vehicle 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. All such insurance must meet the minimum requirements of the Road Traffic Act 1988 ('RTA') or Road Traffic (Northern Ireland) Order 1981, as applicable, and any other compulsory motor insurance legislation in force in any jurisdiction in which the vehicle is operated. The Hirer grants its authorisation for SHB or its insurance provider or broker to verify the Hirer's insurance and Hirer shall provide any information SHB may request to verify insurance coverage or matters in connection with such insurance coverage. The Hirer shall annually, within 30 days of policy renewal, provide SHB with a copy of the policy of insurance, the premium receipts and insurance certificate and shall procure that its insurance provider notify SHB in writing should the Hirer fail to

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pay any premium in respect of the insurance. Furthermore, in respect of any incident in England and Wales, the Hirer shall provide SHB with the policy number and claim number of its insurance within 3 working days of SHB's request.

b) If the Hirer is in breach of clause 7(a), then the Hirer shall indemnify SHB, and its insurers, against all losses, expenses and liabilities whatsoever and howsoever arising. Such obligation to reimburse is not subject to any limitation of liability agreed elsewhere under this Agreement.

8. The Hirer agrees to pay on demand:

- a) The Rental Charges. Failure to pay any sum on time shall incur a late payment fee charge of £12. In addition, any late payments will be charged with an uplift of 4% above the bank base rate of HSBC UK Bank plc from the day after the payment was due until the date of actual payment.
- b) A minimum charge of £50 for valeting the interior and/or a minimum of £50 for valeting the exterior (or the actual cost of the valet, if greater) if the Vehicle is returned in a dirty condition (as determined by SHB in accordance with industry practice).
- c) A reasonable charge for abortive delivery and/or collections based on the distance travelled and/or waiting time involved.
- d) Any appropriate mileage or other charges at the rates referred to in this Agreement or from time to time in force. The excess mileage charge shall be payable in relation to each mile in excess of the mileage allowance specified in the Hire Agreement. The excess mileage charge shall be calculated on a pro-rata daily basis where the Vehicle is returned part way through a month (whether due to the early off-hiring of the Vehicle, the expiry or termination of the Hire Agreement, howsoever arising).
- e) The full reasonable cost of uninsured damage to, or loss of the Vehicle in accordance with SHB's damage standards.
- f) In the event that the Hirer's insurers deduct any sum by way of excess the Hirer agrees to pay such sum to SHB.
- g) Any reasonable amount in respect of which the Hirer is required to indemnify SHB pursuant to the terms of this Agreement.
- h) All costs arising from orders cancelled after receipt and signing of the Hire Agreement.
- i) Charges where a Vehicle is returned early prior to the intended expiry of the Rental Period. If this happens for a Fix and Flex Product Hire Agreement, the Monthly Rental for the Vehicle for the actual expired portion of the Rental Period (the "Actual Rental Period") will be recalculated based on the actual length of the Rental Period and the Monthly Rental will increase to £[level of re-calculated rental] (the "Increased Monthly Rental Rate"). If this occurs, we will give you a settlement figure reflecting the Increased Monthly Rental Rate, which will be the difference between the Monthly Rentals paid by you in the Actual Rental Period and the Monthly Rentals that would have been payable by you in that period recalculated at the Increased Monthly Rental Rate (the difference being the "Increased Monthly Rental Settlement Figure"). If this happens for a Fixed Term Agreement, the remaining monthly Rental Charges for the unexpired portion of the Rental Period are payable in full as a Settlement Figure – for example, if a Vehicle is returned with 12 months' of the Rental Period expired and the Rental Period is 36 months, then the remaining 24 months' Monthly Rental for the Vehicle will remain payable by you.
- j) Charges where an Ancillary Item is returned with a Vehicle which is returned early prior to the intended expiry of the Rental Period. If this happens, the Monthly Rental for the Ancillary items for the entire unexpired term will remain payable by you – for example, if a Vehicle with racking is returned with 12 months' of the Rental Period expired and the Rental Period is 36 months, then the remaining 24 months' Monthly Rental for the Ancillary items will remain payable by you.
- k) Any fuel and AdBlue used which is calculated from the difference in fuel/AdBlue levels as written on the on/off-hire note at the time of Vehicle delivery to time of off-hire, including exchanges (fuel/AdBlue will be charged at the current SHB rate at time of Vehicle off-hire, which is the UK AA average rate plus 35 pence per litre for refuelling charges and 50 pence per litre for AdBlue charges).
- l) Any variation to the Rental Charges as a direct result of government uplifts to the Vehicle Excise Duty or other changes in taxation or legislation.
- m) Any reasonable costs incurred by the removal and disposal of any loads and materials left in Vehicles.
- n) Any reasonable recovery charges arising from SHB having to recover the Vehicle from the Vehicle and Operator Services Agency (VOSA), HM Revenue and Customs (HMRC), the police, or any other organisation (or their agent) who has seized the Vehicle. You will also be required to pay for loss-of-income whilst we cannot rent out the Vehicle.

9. The Hirer shall:

- a) Inform SHB immediately of any loss of or damage to or fault developing in the Vehicle (such as the appearance of a dashboard warning light).
- b) At the request and cost of SHB, permit to be done (if necessary, in the Hirer's name) including, but without limitation:
 - i. All acts and things as may be reasonably required by SHB for the purpose of repairing the Vehicle
 - ii. Enforcing any rights or remedies against or obtaining relief from other parties
- c) Indemnify SHB against any reasonable 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
 - iv. As a result of operating the Vehicle illegally and/or VOSA impounding the Vehicle due to the Hirer not following correct Operators Licence rules and regulations.

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

b) In respect of any incident reported in England and Wales, the Hirer shall provide SHB with the policy number and claim number of the Hirer's insurance within 3 working days of SHB's request.

c) The Hirer shall not aid or abet any claim against SHB but shall assist SHB in investigating and defending any claim.

11. The Hirer acknowledges that it must not:

- a) Without the prior consent of SHB incur any liability for repairs to the Vehicle in excess of £25.
- b) Be the agent or servant of any lessor for any purpose or make himself out as being such.

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- c) Make any claim against SHB for loss of or damage to any property left stored or transported in or upon the Vehicle unless caused by the negligence of SHB.
- d) Sell, lend, mortgage, charge, dispose of or part with possession of the Vehicle.

12. The Hirer shall be liable for and pay SHB any loss SHB incurs (including any reasonable administration fee) in respect of traffic violations, tolls, parking fines and fees, including:

- a) Speeding, parking, toll road, bus/taxi/cycle lane, ULEZ and/or congestion charges whether incurred in the United Kingdom or overseas
- b) Any of the following offences which may be committed with respect to that Vehicle when it is stationary and when a fixed penalty notice is issued namely: being on a road during the hours of 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
- c) Any excess charge which may be incurred in pursuance of an order under sections 45 and 46 of the Road Traffic Regulation Act 1984 (provision on highways of parking places where charges are made).

13. The Hirer accepts liability for any penalty or congestion charges which may be incurred whilst the Vehicle remains on hire and agrees to indemnify SHB against any claims which may be made against them (including any reasonable admin fee).

14. a) The Vehicle will remain on hire to the Hirer until the off-hire procedure has been completed. The Vehicle will not be automatically collected by SHB at the end of the Rental Period. The Hirer must contact SHB at least 5 days prior to the expiry of the Rental Period to advise what the Hirer wishes to do.

b) The Vehicle will be deemed to be off-hire for insurance purposes when it is delivered into the possession of SHB during normal business hours, the keys of the Vehicle have been handed to a duly authorised representative of SHB, the off-hire vehicle inspection has been completed and the hire note has been signed as off-hire by SHB. All items that came with the Vehicle must be returned at off-hire (including spare keys, spare wheels and jacks, ancillary equipment, handbook/service books, locking wheel nuts, spare number plates). The Hirer shall indemnify SHB for all reasonable costs incurred in obtaining replacements of any of these items to the extent that they are not returned with the Vehicle (including any reasonable administration fee).

Note: The return of the Vehicle to SHB's premises outside normal business hours does not constitute off-hiring.

- c) The Vehicle will remain at the risk of SHB until it has been off-hired and the Hirer should ensure that the insurance remains in force failing which the Hirer may be reasonably liable for any loss or damage which occurs.
- d) Notwithstanding the above sub clauses (a), (b), (c), SHB acknowledges that it will cease to levy hire charges for the Vehicle after 5.00 pm on the day upon which the Hirer notifies SHB that the Hirer wishes the hire to cease provided always that the Vehicle is delivered into SHB's possession and taken off-hire by 10.00 am on the following day upon which SHB shall be open for business.

15. SHB may demand the return of the Vehicle at any time and, if in SHB's reasonable judgment, such demand might not be complied with SHB may repossess the Vehicle 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.

16. Vehicles must be returned in a condition which complies with the BVRLA Guidelines. In the event of the Vehicle being returned or collected in a damaged condition or not meeting the requirements of the BVRLA Guidelines, the rental charge will continue to be payable until the day that the Vehicle is repaired and returned to SHB in a hireable state, as determined by SHB in their reasonable opinion. Should the Vehicle be deemed to be beyond economical repair, or stolen and not recovered, the hire charge will continue until settlement of all sums payable under clauses 7, 8 and/or 9 of this Agreement (as applicable) in full and in cleared funds. Once the Vehicle has been returned to SHB, SHB will calculate any applicable damage, mileage or other charges owing under this Hire Agreement, confirm the amount of those charges to the Hirer and deduct these from the security deposit referred to in clause 2 of these terms and conditions and on page 1 of the Hire Agreement and then return the balance of that deposit to the Hirer using the same payment method (and transmitting the funds to the same account) as the Hirer used when making that payment to SHB at the outset of the Hire Agreement. In the event that the deposit is insufficient to discharge the sums owing to SHB, the Hirer shall pay the outstanding balance to SHB immediately upon demand.

17. The Hirer:

- a) Is responsible for any damage caused to tyres and tubes (fair wear and tear excepted)
- b) Is responsible for breakages to windscreens or windows
- c) Is responsible for all damage that exceeds BVRLA Guidelines
- d) Subject to clause 15, shall have exclusive possession, use and control of the Vehicle for the duration of the Agreement and the Hirer shall assume exclusive responsibility to the public and any regulatory body having jurisdiction
- e) Undertakes to drive and use the Vehicle in a skilful and careful manner at all times
- f) Is responsible, where such are supplied, for all spare wheels, tyres, batteries, battery chargers and fuel cans and any loss or damage will be charged for
- g) Is responsible for keeping secure all sets of keys, lost or stolen keys may result in the Vehicle locks being replaced and all associated costs will be the responsibility of the Hirer (including any reasonable administration fee).

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

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19. If in any three-month period the mileage travelled by the Vehicle is tracking more than 20% over a pro rata of the mileage allowance for such three-month period (note: the annual mileage allowance is set out in the Hire Agreement), SHB has the right to amend the Rental Charge, following consultation with the Hirer, over the remaining Rental Period to allow for and spread out the additional costs.
20. SHB may, at its own election, fit tracker/telematics devices to its assets, which could be activated at any time. No costs for these devices will be passed on to the Hirer unless previously requested by Hirer and agreed as part of a "Vehicle's specification".
21. It is the responsibility of the Hirer to remove any personal data that is input into the Vehicle and any navigation systems that may be provided as part of the Vehicle or the Rental. This would include disconnecting any manufacturer's connective vehicle apps that the Hirer may have activated.
22. Responsibility for protecting data held in a digital tachograph is the sole responsibility of the Hirer and SHB will not be liable in any manner whatsoever, if the Hirer has not taken the necessary steps to protect the data by locking it. Any data stored on the tachograph should be removed prior to the end of the Rental Period. If data is left on the device, SHB cannot be held liable in any manner whatsoever for the loss of data.
23. When hiring an electric Vehicle including all buggies and all-terrain vehicles it is the Hirer's responsibility to ensure that the correct equipment and method of charging is used. Any mechanical call-outs to Vehicles that are proven to be due to non or poor charging and not down to fair wear and tear will be rechargeable to the Hirer.
24. If fire extinguishers or first aid kits are provided as part of the Vehicle specification they are on an initial supply basis only and any time based inspections required or replacements are the responsibility of the Hirer.
25. SHB shall not be responsible for damage to any Vehicle, equipment or surface of property during the unloading or loading of the Vehicle(s) upon delivery or collection, howsoever caused.
26. The Hirer shall not be entitled to set off any amount due under this Agreement.
27. Where a replacement Vehicle is provided as part of the Rental Charge, this replacement will be a suitable alternative (as deemed by SHB) and will be made available should the original Vehicle be off the road due to fair wear and tear maintenance for a period in excess of 1 working day. Replacements not due to fair wear and tear can be provided but will be at the Hirer's standard rental rates applicable at the time.
28. Where a Vehicle is provided on a non-maintenance or non-tyre agreement, SHB reserves the right to inspect the Vehicle and its records annually during the Rental Period (suitable notice will be given). Vehicles as a minimum must be maintained by a manufacturer's franchised dealer or one approved by SHB and serviced in accordance with manufacturer's schedules or official recalls. The Hirer must utilise original parts and follow manufacturer's recommendations regarding fuel, fuel blends, additives such as adblue, lubricants and battery recharging (if an electric or hybrid Vehicle) so as not to invalidate any manufacturer warranties. All ancillary items and planned maintenance inspections ("PMIs") must be carried out in line with legislation and the Hirer's Operators Licence requirements. The Vehicle must be kept in a roadworthy and road legal condition at all times and at off-hire the Vehicle must be returned with:
 - a) Full Vehicle records such as service manuals, handbooks, certificates, safety inspections
 - b) A current MOT (if applicable) with 2 months remaining before its expiry
 - c) Current applicable ancillary item certificates such as Lifting Operations and Lifting Equipment Regulations 1998 ("LOLER"), calibration, tank tests etc for applicable Vehicles
 - d) A PMI report no older than 14 days (for applicable Vehicles)
 - e) Tyres with no less tread depth as was recorded at on hire and the same or an equivalent manufacturer tyre brand
 - f) If the Hirer is in breach of this clause 28, then the Hirer shall indemnify SHB against all loss and damage whatsoever and howsoever arising.
29. Red (rebated) diesel fuel must not be used without SHB's express permission.
30. The Hirer is responsible for operating the Vehicle(s) legally and following Environmental laws including waste disposal and will hold the necessary waste transfer licences that may be required.
31. The Hirer is responsible for ensuring that the correct Vehicle and specification is ordered to comply with any local traffic restrictions and regulations such as the current Direct Vision Standard, HGV Safety Permit, London Safer Lorry Scheme and Low Emission Zones.
32. The Hirer is not authorised to sub-let Vehicles without SHB's prior permission, which would not be unreasonably withheld.
33. The Hirer acknowledges that under this Agreement, the Vehicle does not become the Hirer's property and the Hirer shall not sell loan, let or otherwise encumber (in any manner) the Vehicle. SHB shall retain title at all times and may take such steps as it deems necessary to recover the Vehicle if the Hirer fails to make a payment or otherwise breaches the Agreement.
34. SHB has the right to terminate this Hire Agreement and the hiring hereunder if a Customer undergoes or is intending to undergo a Change of Control. Change of Control having the meaning as set out in Section 450 of the Corporation Tax Act 2010.

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35. The Hirer shall not without written consent of SHB, assign, novate or otherwise transfer this Agreement (or any part of it) to any other organisation.
36. For Consumer Contracts the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality and SHB warrants as such in respect of the Vehicle(s).
37. If the Hirer has a complaint about the Agreement or any aspect of the service provided by SHB, or any queries, the Hirer must contact SHB's Customer Services Team (email: customerservices@shb.co.uk) who can provide a copy of SHB complaints handling procedure. SHB will manage all complaints in line with Financial Conduct Authority regulations and if complaints cannot be resolved to the Hirer's satisfaction then the Hirer may be referred to the Financial Ombudsman Service in writing at Exchange Tower, London E14 9SR, or by telephone at 0800 0234567 or 0300 123 9123. Further information can be found at www.financial-ombudsman.org.uk.
38. Data Protection – SHB respect the Hirer's privacy and data. SHB only use the Hirer's personal information to the extent necessary for SHB to provide its services to the Hirer, to send the Hirer information about SHB products and services and to comply with our legal and administrative obligations. SHB does not share the Hirer's information with any third parties unless it is necessary to achieve these objectives and SHB never share information with third parties for marketing purposes. All personal information the Hirer shares with SHB is held securely and confidentially. Full details of how SHB collect and process personal information, as well as the Hirer's rights under data protection law, are contained in SHB's Privacy Notice which is accessible from SHB's website www.shb.co.uk
39. SHB reserves the right to decline any Hire and Hire Agreement.
40. Any additions to or alterations of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties. With regard to SHB, this authority must come from a Director of the company.