

Standard Terms & Conditions of Hire – Just Taxis Sales Ltd
V.a.t No: 109527121 – Company No: 7570988
The Hirers attention is drawn to clause 8.3

1. INTERPRETATION

1.1 In these Terms the following conditions apply:

Agreement: the Hire Agreement entered into between the Owner and the Hirer for the hire of the Equipment including these terms and conditions.

Commencement Date: the date that the Agreement is signed by both the Owner and the Hirer.

Equipment: the item(s) described in the Agreement, all substitutions, replacements (including temporary replacements) or renewals of such items and all related accessories, manuals and instructions provided by the owner.

Hirer: the person or firm to whom the Owner has agreed to hire the Equipment in accordance with these Terms.

Hire Payments: The amount stated in the Agreement that is to be paid by the Hirer to the Owner for hire of the equipment as may be varied in accordance with these terms.

Hire Period: The period as defined in Clause 3.

Initial Payment: The amount stated in the Agreement that is to be paid by the Hirer to the Owner.

Minimum Period of Hire: The fixed period of hire stated in the Agreement.

Owner: Just Taxis Sales Limited (registered in England under company number 7570988)

Total Loss: The Equipment is, in the Owners reasonable opinion, damaged beyond repair, lost, stolen, seized, or confiscated as a result of any act or omission by the Hirer.

1.2. Writing or written includes faxes but not email

1.3. References to clauses and schedules are to the clauses and schedules of this agreement. References to paragraphs are to paragraphs of the relevant schedule.

1.4. The Agreement is subject to the Owners approval. No agreement in pursuance of a quotation or otherwise shall be binding on the Owner unless and until that Agreement is accepted by the owner in Writing. If the agreement is not approved the Hirer must return the Equipment and the Owner shall return all payments made to them by the hirer.

1.5. Any descriptions or specification contained in our catalogues, price lists or other advertising material is intended merely to present a general picture of our goods and services and will not form a representation in respect of the Agreement.

2. EQUIPMENT HIRE

2.1. The Owner shall hire the Equipment to the Hirer subject to the terms and conditions of this agreement.

2.2. The Owner shall not, other than in the exercise of its rights under the agreement or applicable law, interfere with the Hirers quiet possession of the Equipment.

2.3. The Owner reserves the right to make any changes to the specification of the Equipment and make any such alterations or adjustments to the Equipment during the duration of the Agreement which are required in order to conform with any applicable statutory requirement, and any expense incurred by the Owner in carrying out such alteration or adjustment is payable by the Hirer on demand.

3. HIRE PERIOD

The Hire Period starts on the Commencement Date and shall continue, unless terminated earlier in accordance with clauses 9.1 or 9.2, for the duration of the Minimum Period of Hire stated in the Agreement, and thereafter until either party gives to the other party the relevant notice to terminate in accordance with these terms.

4. HIRE PAYMENTS

4.1. The Hirer shall pay the Initial Payment and Hire Payments to the Owner on the Hire Payment Due Date specified in the Agreement.

4.2. The Initial Payment and Hire Payments are inclusive of VAT only and may be varied from time to time in accordance with any charges in the rate of VAT, but exclude any other applicable taxes and duties or similar charges all of which shall be payable by the Hirer at the rate and in the manner from time to time by prescribed law/

4.3. All payments to be made by the Hirer under this agreement shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.

5. INSTALLATION

5.1. The Owner shall install the Equipment on the Hirer's vehicle at such time and at such place to be determined by the Owner. The Hirer shall procure that a duly authorised representation of installation shall constitute conclusive evidence that the Hirer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

5.2. The Hirer shall provide access and suitable working conditions to enable installation to be carried out safely and expeditiously

6. TITLE, RISK AND INSURANCE

6.1. The Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these terms.)

6.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery, and the Equipment shall remain at the sole risk of the Hirer during the Hire Period until such time as the Equipment is redelivered to the Owner.

6.3. During the Hire Period, the Hirer shall, at its own expense, obtain and maintain, adequate insurance to a value not less than the Equipment's full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft, accident, mistreatment; and such other risks as the Owner may from time nominate in writing.

6.4. If the Hirer fails to effect or maintain the insurance required under these Terms, the Owner shall be entitled to effect and maintain the same and recover any premiums payable as a debt from the Hirer on demand.

7. HIRER'S RESPONSIBILITIES

7.1. The Hirer shall during the term of the Agreement:

(a) Ensure that the Equipment is kept and operated in a suitable environment, used only for the purpose for which it is designed, operated in a proper manner in accordance with any operating instructions provided by the Owner, and maintained to a good state of repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only accepted).

(b) Give immediate written notice to the Owner in the event of any loss, accident or damage to the Equipment.

(c) Permit the Owner or its duly authorised representative to inspect the Equipment at all reasonable times for purpose of repair, adjustment inspection or removal on giving 24 hours verbal or written notice; and

(d) Notify the Owner of any change in their address within 7 days of such change.

7.2. The Hirer Shall Not:

(a) Without the prior written consent of the Owner, part with control of, sell or offer for sale, or lend the Equipment or allow the creation of any lien or other security interest in respect of it;

(b) Without the prior of written consent of the Owner remove Equipment from the vehicle.

(c) Make or allow any third party to make any alteration or repair the Equipment, interfere with or remove any existing components or any plate or notice from the Equipment which identifies it as

belonging to the Owner;

(d) Sell or otherwise dispose of the vehicle to which the Equipment is attached without either obtaining the Owner's prior written consent or delivery the vehicle to a location specified by the Owner and allowing the Equipment to be removed.

(e) Suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the equipment is so taken, the Hirer shall notify the Owner immediately and indemnify them on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation; and

(f) Do or permit to be done anything which could invalidate the insurances referred to in clauses 6.3 or 6.4.

8. LIABILITY

8.1 The Owner may remove the Equipment to examine or repair it and will provide the Hirer with temporary replacements whilst doing so or, if it is considered uneconomical to repair, provide the Hirer with a similar replacement provided that;

(a) The Hirer notifies the Owner of any defect as soon as they become aware of it.

(b) The Owner is permitted to make a full examination of the alleged defect.

(c) The defect did not materialise as a result of misuse, neglect, alteration, mishandling, or unauthorised manipulation by any person other than the Owner's authorised personnel.

8.2. The Hirer must make Hire Payments in full even if the Owner does not replace defective Equipment immediately.

8.3. Subject to clause 8.4 the Owner shall not be liable for any direct, indirect or consequential loss, all three of which terms include, without limitation;

(a) pure economic loss; (b) loss of profits including loss of revenue; (c) loss of business; (d) depletion of goodwill and similar loss; (e) costs; (f) damages; (g) charges; (h) expenses; (i) downtime costs; (j) additional labour costs; (k) environmental costs; (l) loss of anticipated savings or otherwise; (m) loss of contracts.

(whether cause by negligence of the Owner, its servants or agents or otherwise) which arise out of or in connection with the hiring of the Equipment or its use by the Hirer, and the entire liability of the Owner under or in connection with the Agreement shall not exceed the amount of the Owner's charges for the provision of the Equipment, except as expressly provided in these terms.

8.4. Nothing in this agreement shall exclude or in any way limit:

(a) Either party's liability for death or personal injury caused by its own negligence

(b) Either party's liability for fraud or fraudulent misrepresentation; or

(c) The terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

8.5. The Hirer agrees that no condition, warranty, stipulation, representation, or undertaking has been given by the Owner in respect of the Equipment in any respect and except as set out in these Terms all warranties, conditions and other terms implied by statute or common aware, to the fullest extent permitted by law, excluded from the Agreement.

8.6. The Owner shall not be liable to the Hirer or be deemed to be in breach of the agreement by reason of any delay in performing, or any failure was due to any cause beyond the owner's reasonable control.

9. TERMINATION

9.1. Without limiting its other rights or remedies, and subject to the service of any notice required to be served under the provisions of the Consumer Credit Act 1974 the Owner may terminate the agreement and remove or take possession of the Equipment without prejudice to any claim against the Hirer under this agreement, whether legally demanded on or not, if the Hirer commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 7 days after being required by Written notice to do so, or if the Hirer goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of them (within the meaning of the Insolvency Act 1986).

9.2. If a Total Loss occurs in relation to the Equipment this agreement shall immediately terminate and clause 9.4 shall apply.

9.3. Either party can terminate the Agreement following the Minimum Period of Hire by giving 3 months Written notice to the other, such notice to expire at the end of the then period of hire.

9.4. Upon termination of this agreement, however caused

(a) the Owner's consent to the Hirer's possession of the Equipment shall terminate and the Hirer shall deliver the vehicle to which the Equipment is attached to such address as the Owner requires within 7 days of receiving Written or verbal notification from the Owner, so that the Equipment can be removed. If the Hirer fails to deliver up the Equipment for any reason (including if there is a Total Loss of the Equipment) the Hirer shall pay to the Owner an amount equal to the Equipment's current list price;

(b) The Hirer shall pay to the Owner on demand

(i) all Hire Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to the Agreement;

(ii) Any costs and expenses incurred by the Owner in recovering the Equipment and/or in collecting any sums due under the Agreement or these Terms;

(iii) A sum equal to the Hire Payments which but for termination would have become payable during the remainder of the then period of hire.

10. GENERAL

10.1. The Agreement together with these Terms constitutes the entire agreement between the parties, supersedes any previous agreement, representation or understanding any may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.2. Neither party shall, without prior written consent of the other party assign, transfer, mortgage, charge, or deal in any manner with the Agreement or any of the rights and obligations under it (or any document referred to in it), or purport to do any of the same.

10.3. A notice required or permitted to be given by either party to the other under these Terms shall be in Writing, and where applicable in accordance with the Consumer Credit Act 1974, addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.4. No failure or delay by the Owner in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right and no waiver by the Owner of any subsequent breach of the same or any other provision.

10.5. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

10.6. English law shall apply to the Agreement, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.