

TERMS AND CONDITIONS FORMING PART OF THE HIRE AGREEMENT

1. TARPULIN COVERS

Where applicable please read "Tarpaulin Covers" or "Binders and Chains" for "Trailer" as it appears in these terms and conditions.

2. DEFINITIONS

- The term "Vehicle" shall be deemed to include every type of trailer and semi-trailer including all replacements and renewals thereof and ancillary equipment and tools delivered therewith
- The "owner" is the Company letting the vehicle on hire and includes its successors and assigns.
- The "hirer" is the Company, firm, person, Corporation or Public Authority taking the owners vehicle on hire and includes their successors or personal representative.

3. PERIOD OF HIRE

The hirer shall take delivery of the vehicle from the owner's depot specified herein and shall return it at the conclusion of the period of hire to the same depot or the such other premises as shall be nominated by the owner. The hire shall commence on the date hereof and shall determine on the later of

- The date on which the vehicle is returned to the owner's depot
Or
- The date of determination pursuant to clause 6 hereof, provided however, that if the vehicle is destroyed or damaged the hirer shall be responsible for the rental charges together with all loss and damage arising from or caused by or in connection with such destruction or damage until the vehicle has been replaced or all necessary repairs have been completed and provided further that both dates referred to at paragraphs 2 (i) and 2 (ii) shall be inclusive.

4. RENTAL CHARGES

- The rental charges payable by the hirer shall be in accordance with the tariff on the owner's price list current at the date hereof. In addition the hirer shall pay Value Added Tax at the appropriate rate together with any fines and Court costs incurred in relation to the vehicle by the hirer. Where the hirer specifies the period for which he proposes to hire the vehicle he shall be charged the rate corresponding to that period provided however that if the hirer returns the vehicle earlier than specified he shall be liable to pay the rental charge at the rate corresponding to the period the vehicle was actually on hire.
- All rental charges shall be payable in advance unless credit facilities have been approved by the owner in which event all payments due hereunder shall be paid by the hirer within 7 days of the date on which an invoice in respect of such charges shall have been sent by the owner to the hirer and interest at the same rate of 1 % per month shall be paid on all sums remaining due to the owner after the expiration of such period of 7 days provided always that the said rental charges may be increased from time to time at the sole discretion of the owner and provided further that such increased rental charges shall become payable by the hirer pursuant to clause 3 (b) hereof. Invoice shall be rendered as specified in the owner's current price list.
- All sums payable shall be paid at the owner's depot herein specified or at such address as the owner may from time to time specify and payments by post shall be at the risk of the hirer.
- If during the period of hire the owner's charges shall increase the new increased charges shall be payable by the hirer seven days after the receipt of written notice thereof by the hirer, provided however, that in the event of such increase the hirer shall have the right to terminate the hiring within the said period.

5. USE OF VEHICLE

- The hirer shall use the vehicle in a skilful and proper manner and shall not use the vehicle for the carriage of loads in excess of the load carrying capacity of the vehicle as stated herein and all loads carried shall be evenly distributed over the entire floor area of the vehicle. The owner reserves the right to cancel this agreement if, in its opinion the hirer's motive unit is not suitable or properly equipped for the purpose.
- If the hirer shall carry on the vehicle any goods, materials, or produce which might render the vehicle unsuitable for the carrying of other merchandise he shall be bound to indemnify the owner against all expenses, costs and outlay incurred by the owner in cleaning or decontaminating the vehicle if such treatment is necessary at the end of the hire.
- The hirer shall not use the vehicle or permit its use in any manner infringing any statute, regulations or order relating to the driving and/or use of motor vehicle or (whether in relation to the carriage of goods or otherwise) so as to cause damage to the Public or persons in the vehicle or risk of damage to the vehicle.
- The vehicle shall not be taken or used outside the United Kingdom or Ireland without the written consent of the owner.
- The hirer during the continuance of this agreement will not sell or offer for sale, assign, part with possession, mortgage, pledge, under-let, lend or otherwise deal with the vehicle but will keep the vehicle in his or its own possession and will not allow any lien to be created upon the vehicle and will protect it against all losses, costs, charges, damages and expenses incurred by in respect of any breach by the hirer of this condition.
- Any owner's plates, marks, seals or writing on the vehicle shall not be removed, mutilated or obliterated by the hirer.

6. TERMINATION OF HIRE

- If the hirer shall make default in payment of any sum due to the owner for hire of the vehicle or other charges for seen days after the same have become payable or shall fail to observe and perform the terms and conditions of this agreement or if the hirer shall suffer any distress or execution to be levied against him or make propose to make any arrangement with his creditors or commit any act of Bankruptcy of being a Company shall go into Liquidation (other than a member's voluntary liquidation) or shall do or shall cause to be done or permit or suffer any act or thing whereby the owners rights in the vehicle may be prejudiced or put into jeopardy, this agreement shall forthwith be terminated (without any notice or other act in the part of the owner and notwithstanding that the owner may have waived some previous default of a like nature) and it shall thereupon be lawful for the owner to re-take possession of the said vehicle and for that purpose to enter into or upon and premises where the same may be and the determination of the hiring into this agreement shall not affect the right of the owner to recover from the hirer any monies or interest thereon due to the owner under this agreement or damage for the breach thereof.
- If at the determination of this agreement pursuant to paragraph (a) hereof the vehicle has not been returned to the owner's depot and has demanded the return of the vehicle from the hirer, then the owner shall be entitled to invoice the hirer and the hirer shall pay the value of the vehicle (which shall be taken as the value for insurance purposes herein specified) together with any other charges that they be due by the hirer.
- Contracts terminated early are liable to pay 65% of all outstanding hires.

7. CARE AND MAINTENANCE

The hirer agrees that upon taking delivery of the vehicle it was (apart from items marked in the initial receipt and inspection diagrams) in good condition and to the hirer's satisfaction. The hirer shall so maintain the vehicle and deliver it to the owner in the like condition at the end of the period of hire (fair wear and tear only accepted). Where the vehicle is a reefer unit and the period of hire exceeds one month the hirer shall return the vehicle for maintenance and inspection to any of the owner's depots in accordance with the manufacturer's specifications and shall give the owner at least 3 days notice before leaving in the vehicle. If the hirer fails to comply with this clause the owner shall not be responsible for any damage which may be caused to the reefer unit by such failure of the hirer to return the vehicle for maintenance and inspection as aforesaid and the hirer shall not be entitled to any allowances in the event of a breakdown of the reefer unit.

8. SERVICING AND INSPECTION

The hirer shall allow the owner at all reasonable times to have access to inspect, test, adjust and repair or replace the vehicle.

9. TYRES AND WHEELS

During the term of the hire the hirer shall check daily the tyre pressures on the vehicle to ensure that the pressures correct as per the manufacturer's specification. The hirer shall also check each day the wheel stud tightness on each wheel of the vehicle to ensure that the wheels' studs are tightened to the manufacturer's specifications. The owner shall not be liable for any damage, loss, delay, consequential loss or injury resulting from any tyre puncture, tube puncture, blow out, tyre rip or valve defect however caused.

10. REPAIRS AND ADJUSTMENTS

The hirer shall not repair or attempt to repair the vehicle unless specifically authorised by the owner. No allowance for hire charges or for the cost of repairs will be made by the owner to the hirer unless repairs have been specifically authorised by the owner.

11. DEFECTS

The owner shall not be responsible for any defect in the vehicle and shall not under any circumstances be liable to make any payment to the hirer in respect of any loss, injury or damage sustained by the hirer or any third party as a result of the use of the vehicle. The hirer shall be responsible for the safe keeping of the vehicle.

12. BREAKDOWN

- Any breakdown or the unsatisfactory working of any part of the vehicle must be notified immediately to the owner by telegram and confirmed subsequently in writing. Any claim for allowances of rental arising by reason of the breakdown will only be considered from the time and date shown on the telegram.
- The hirer shall be responsible for all expenses involved arising from any breakdown and all loss or damage incurred by the owner due to the hirer's negligence, misdirection or misuse of the vehicle or motive unit whether by the hirer or his servants or agents and for payment of hire during the period the vehicle is necessarily idle due to such breakdown.
- Subject to clause 5 and to the other provisions hereof, in the event of a breakdown not attributable to any neglect or default on the part of the hirer or any third party, the owner shall be responsible for all repairs to the vehicle and due allowance for rental payments during the time the vehicle is under repair shall be made to the hirer.

13. CONSEQUENTIAL LOSS

The owner accept no liability nor responsibility for any consequential loss or damage due to or arising from the breakdown or stoppage of the vehicle or of any refrigeration equipment attached to the vehicle through any cause whatsoever or through non-arrival arising from accidents or breakdown during loading, unloading or transport.

14. INDEMNITY

- The hirer accepts all responsibility for and will indemnify the owner against all actions, claims and demands arising out of the use of the vehicle.
- The hirer shall indemnify the owner against loss or damage to the vehicle or any part thereof from whatever cause arising and whether or not such loss or damage results from negligence of the hirer.
- The hirer shall pay to the owner all expenses (including legal expenses) on a full indemnity basis incurred by or on behalf of the owner in ascertaining it to the owner's depot by reason of a breach by the hirer of any provision of this agreement and of any legal proceedings taken by or on behalf of the owner to enforce the provisions of this agreement and in the event of any damage to or loss or destruction of any load, however caused that may be on such vehicle at the time of its re-possession by the owner, will only indemnify the owner against any claims made by the owner of or any person interested in such load.

15. EXEMPTIONS

Any liability the owner might otherwise incur or any right or indemnity the hirer might otherwise possess in respect of any condition, warranties or representations relating to the condition of the vehicle or its merchantable quality or suitability or fitness for the particular or any purpose for which it is or may be required whether expressed or implied by any statute and whether arising under this agreement or under any prior agreement or in oral or written statements made by or on behalf of any person in the course of negotiations with the hirer or his representatives may have been concerned prior to his agreement are hereby excluded. No liability shall attach to the owner either in contract or in part for the loss, injury or damage sustained by reason of any defect in the vehicle whether such defect be latent or apparent on examination and the owner shall not be liable to indemnify the hirer in respect of any claim made against the hirer by a third party for any such loss injury or damage.

16. WAIVER OR FOREBEARANCE

No relaxation or forbearance of indulgence by the owner in enforcing any of the terms or conditions of this agreement or the granting of time by the owner to the hirer shall prejudice or affect the rights and power of the owner hereunder not shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.

17. APPLICABLE LAW

This agreement shall be construed in accordance with Irish law if signed in the Republic of Ireland or in accordance with the Law of Northern Ireland if signed in Northern Ireland.

18. SERVICE OF DOCUMENTS

Any notice or other documents required or permitted to be given by the owner to the hirer hereunder shall be validly given if served personally on the hirer or served by prepaid post addressed to or left at the address of the hirer stated herein or to or at the hirer's last known address and if sent by post shall be conclusively deemed to have been received by the hirer 48 hours after the time of such posting.