

TVS - TERMS AND CONDITIONS OF HIRE – 20 September 2019

These terms apply to the hire of all TVS vehicles by **Northgate Vehicle Hire Limited**, and apply in addition to our standard terms and conditions of hire that you will have received and accepted. All definitions, unless set out in these additional terms, are the same as those set out in our standard terms and conditions of hire. By signing these additional terms, you acknowledge and agree that you shall be bound by these terms. If there is any conflict between any clause in these additional terms and any clause in our standard terms and conditions of hire, the clause in these additional terms shall take precedence.

1. DEFINITIONS

1.1 "Early Starts" means unless otherwise specified by us or the relevant Rental Company, deliveries of Vehicles to the Customer before 8am;

"Business Day" means Monday to Friday 08:00 – 18:00 and Saturdays 08:00 – 12:00, excluding bank holidays;

"Rental Company" means our third party supplier of the Vehicle(s) detailed in the Booking Form;

"Services" means the services supplied by us to you related to the supply of Vehicles in accordance with these Conditions; and

"Tariff" means your TVS tariff setting out the vehicle groups available to you for rental and the agreed fees and charges payable by you in relation to the provision of the Services and Vehicles for this specific product.

2. RESERVATIONS

2.1. Bookings are made by you and confirmed by car group as detailed in the Tariff; in meeting your requirement we may supply any model within each group. The description of the vehicles supplied in the Tariff is a generalisation of the type of vehicle that can be supplied in this category. You shall not be entitled to refuse a vehicle due to personal preference of make/model unless that make/model falls outside the vehicle group requested. Failure to accept delivery of a suitable Vehicle may result in you incurring abortive delivery costs as detailed in the Tariff. The Vehicle will be supplied by the Rental Company but you agree all dealings including payment, reservations, cancellations and notifications of any changes must be made with us directly. Should amendments be made direct with the Rental Company, you may incur additional charges as detailed in the Tariff.

2.2. All Bookings may be made either via telephone on 0333 0146617, or email at OneRental@northgate.co.uk, however, a Booking will not be accepted by us until an email confirmation is sent by you to us.

2.3. Delivery and collection Bookings require a minimum of 4 working hours' notice on all Vehicles up to and including group C03 as detailed in the Tariff. For vehicles above this group, you should consult your service level agreement with us.

2.4. For Early Starts and weekend deliveries, the Rental Company may pre-deliver the Vehicle to the specified location. This is to allow convenience to both parties and to comply with the Rental Company's branch opening hours. In the event of a pre-delivery, you will be responsible for the Vehicle from the point of delivery to the specified location.

2.5. For Vehicle rentals which commence or terminate outside of the relevant Rental Company's standard operating hours, you will be charged the Out of Hours charge as specified in the Tariff.

2.6. A minimum of 5 working hours' notice is required for Bookings to be cancelled. If less notice is given and the delivery is already in progress you will be charged an abortive delivery charge as specified in the Tariff and one day's rental charges, including delivery and collection charges as also specified in the Tariff.

2.7. In the case of a Vehicle rental starting at an airport, full flight details must be provided to us at the time of Booking. If a flight number is not given, the Vehicle may be released if the flight is delayed and a no-show fee as specified in the Tariff charged if the Vehicle has not been collected by the specified time. Where keys are to be left at an arranged pick up point

outside of the relevant Rental Company's normal operating hours, we will not be held responsible to you for any costs or losses incurred by you, e.g. taxi costs, should the keys not be available and the hire fails to commence, due to reasons other than service failure by us.

2.8. Vehicle rentals will be billed at the applicable rate for the actual rental duration, not the duration stipulated at the time of submitting the Booking, i.e. if a vehicle is hired on the basis of a 90 day rental, but off-hired on 27 days, the rate applicable to a 27 day rental duration will apply.

2.9. In the event that we need to arrange a Vehicle changeover, this will be arranged at your convenience wherever possible. Should your driver refuse to accept the changeover into an equivalent vehicle, the additional charges specified in the Tariff may be charged to you.

2.10. If our performance of any of our obligations under the Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("Customer Default"):

- a. we shall, without limiting our other rights or remedies, have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays our performance of any of our obligations;
- b. we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations; and
- c. you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

2.11. If any of your employees, consultants and other representatives order Services from us, you hereby acknowledge and agree that you shall be vicariously liable for, and shall keep us indemnified against, any and all liabilities, damages, direct losses, charges and expenses incurred by us arising out of or in connection with any acts, omissions and/or negligence of such employees, consultants and representatives relating to such Services.

3. TERMINATION OF BOOKING

3.1. You must inform us of the address, date and time for the termination of a Booking, either via telephone on 0333 0146617 or email at OneRental@northgate.co.uk at the time you submit a Booking. Any change to the termination address, date or time must be given to us a minimum of 9 working hours prior to the original termination date of the Vehicle rental. In the event that this does not occur we will be entitled to levy additional charges as detailed in the Tariff.

3.2. You must not, under any circumstances, terminate the Booking directly with the Rental Company. Any additional charges that are incurred by us as a result of this will be your responsibility.

3.3. We must be informed immediately if a Vehicle is left on a parking meter for collection at the end of the Rental Period. Payment of 8 hours after the agreed time of delivery of a vehicle at the end of the Booking must be made on the relevant parking meter in order to avoid the excess charges set out in the Tariff being levied to you.

3.4. Vehicles returned to airports at the end of the Rental Period are to be returned to the appropriate Rental Company's site. Any Vehicles left in an airport car park or not returned to the appropriate location

will be subject to any additional days' rental costs, collection, towing and/or parking charges, until the vehicle is collected or recovered to the appropriate Rental Company's supplying branch, which will be your responsibility.

3.5. Keys must be readily available to the Rental Company at the time of collection at the end of the Rental Period. The abortive collection charge set out in the Tariff and, where applicable, rental charges will be levied, if the Vehicle and/or keys are not available at the prearranged collection point as agreed between the parties. In the event of keys being locked within the Vehicle or keys going missing as a result of your acts or omissions, costs incurred will be recharged to you. Keys must not be left on/around/in the Vehicle at any time. Where possible, keys should be left with a nominated party (e.g. neighbour) to ensure security of the vehicle collection.

3.6. Our key location/ off hire procedure may vary from those specified in these Conditions and you must comply with the relevant procedure stipulated by us. Any additional costs incurred due to failure to adhere to the arranged collection procedure will be your responsibility.

3.7. You are responsible for the safe keeping and must, unless otherwise agreed with us, insure the Vehicle for a minimum of 8 hours after termination of the Rental Period to allow reasonable time for the Vehicle to be collected by the relevant Rental Company.

3.8. If an extension to a hire period is required you must inform us a minimum of 4 working hours prior to the original time for termination of the Booking to avoid payment of the abortive collection charges set out in the Tariff being levied to you.

3.9. In the event that mileage is being incurred in excess of the agreed mileage allowances, as determined by us or the relevant Rental Company in their sole discretion, we reserve the right to terminate the relevant Booking by giving you 24 hours' notice. For the avoidance of doubt, mileage allowances vary according to vehicle type.

4. DAMAGE TO A VEHICLE

4.1. Any Vehicles that are supplied to you must be checked by you for Damage. If any Damage is found you must report the Damage to us and mark any such Damage on the vehicle inspection report by a) within 1 hour of the agreed start time or b) before the Vehicle is driven by you, depending on which of these occurs earliest. If no Damage is reported then it is accepted by you that the Vehicle is not damaged.

4.2. Should the Rental Company notify us of any Damage to a returned Vehicle, and where we have not previously notified you, we will endeavour to notify you of this Damage within 10 working days of the Vehicle being collected by the Rental Company.

4.3. In the event of any Damage to a third-party vehicle caused or contributed to by you, a third-party notification may be sent to you at any time. In the event that we receive any third party notifications, the correspondence will be sent to you to deal with. You must respond to all third party correspondence directly and promptly. You shall indemnify us and keep us fully indemnified against any and all liabilities, costs, expenses, damages and direct losses suffered or incurred by us arising out of or in connection with such third party claims.

4.4. If you dispute any Damage, we will place the relevant invoice on hold whilst the Rental Company looks into the dispute. You must provide such evidence as requested by us in relation to the dispute. Disputes advising that the driver did not check the Vehicle prior to driving, or on collection,

will not be accepted as valid reason for dispute. Liability for Damage will remain with you. The Rental Company's decision in relation to any dispute over Damage is final.

4.5. The invoice for damage repairs will be sent electronically to your nominated email address. VAT will be added where applicable.

4.6. Where a Vehicle is damaged beyond repair, we will use reasonable endeavours to notify you within 10 working days of being notified by the Rental Company that the Vehicle is beyond repair and will supply you with a Vehicle valuation based on the CAP guide which you agree to pay upon receipt of an invoice for the relevant amount.

4.7. An administration fee as set out in the Tariff will be applied to all damage invoices raised.

5. FUEL/EXCESS MILEAGE

5.1. In the event of a long-term hire, i.e. a hire of over 27 rental days, both fuel and excess mileage may be billed to you during the hire period, e.g. in the event a Vehicle is changed over during the hire period.

5.2. Rentals with a duration in excess of 27 days will be subject to agreed mileage allowances for 28 day periods. All miles driven in addition to the agreed limit are subject to an excess mileage charge, as detailed within the Tariff. Such excess mileage charges which may be incurred will be raised as soon as we become aware that the agreed mileage limit has been exceeded. Excess mileage charges are subject to the payment terms detailed within the Tariff and are as per all standard rental charges.

5.3. Should a driver significantly exceed the agreed mileage limit, as determined by us or the relevant Rental Company in their sole discretion, we will be entitled to terminate the Booking or change the driver into another Vehicle from the same vehicle category on providing you with 24 hours' notice.

6. PARKING CHARGES/SPEEDING/FINES

6.1. Parking charges, speeding and other fines incurred during the rental period will be your responsibility. If you do not pay these, such charges will be billed by us to you, including any increases for late payment, together with the administration fee(s) noted in the Tariff.

7. CONGESTION CHARGES

7.1. You are liable to pay all charges if responsible for moving the Vehicle into a charge zone, except where a Vehicle is delivered into a congestion charge zone. In this case, we will charge you the standard fee as charged by Transport for London ("TfL").

7.2. Pre-Delivery & Collection Charges: where delivery of a Vehicle is requested within a charge zone on a weekday prior to 09.30 we reserve the right to pre-deliver on the previous day. In this case we will add a charge for the day of delivery onto the invoice. The driver will then be responsible for charge payment on each day of the rental. If the off-hire address is within a charge zone, a charge will be made for the day of termination of the Booking, irrespective of whether or not the Vehicle has moved within the charge zone.

7.3. Delivery & Collection Charges: where deliveries are made within a charge zone on the day of rental, we will levy a charge for that day and the driver of the Vehicle will then be responsible for paying the charges every other day that the Vehicle moves within the charge zone. A charge will be made for the day of termination of the rental, irrespective of whether or not the Vehicle has moved within the zone.

7.4. Late Collection Charges: where collection within a charge zone is requested and termination is notified after 16.00, we may be unable to collect the Vehicle until the next working day. In such circumstances, we will add a charge for the day of collection to the rental invoice.

7.5. Payment Process:

a) Payment must be made to TfL by no later than midnight of the day following travel into the congestion zone.

b) If payment is not made by midnight the following day a Penalty Charge Notice ("PCN") is issued by TfL and will be sent to the registered owner of the vehicle. These charges may be subject to change by TfL and any applicable charges will be charged to you by us, plus the agreed administration charge as per the Tariff.

8. VEHICLE BREAKDOWN

8.1. All Vehicles are supplied with 24-hour breakdown assistance within the UK in accordance with the policy located in the vehicle.

9. TERMINATION OF THESE TERMS AND CONDITIONS

9.1. We reserve the right to revise, or terminate, your rates and Tariff, and/or these Conditions, and any Bookings entered into, by giving no less than 30 days written notice at any time.

9.2. Without limiting its other rights and remedies, either party may terminate the Contract by written notice, in the event the other party is in breach of its obligations and (if such breach is remediable) does not remedy such breach within 30 days of being notified in writing to do so.

10. GENERAL

10.1 These additional terms for TVS and our standard terms and conditions of hire constitute the entire agreement between the parties and supersedes all previous agreements, whether written or oral. If there is any conflict between any clause in these additional terms and any clause in our standard terms and conditions of hire, the clause in these additional terms shall take precedence.

By signing these additional terms, you acknowledge and agree that you shall be bound by these terms, in addition to our standard terms and conditions of hire.

Signed for and on behalf of:

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Company Name

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Signature

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Print Name

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Position

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Date Signed