These Terms apply to the hire of all vehicles by Northgate Vehicle Hire Limited (with a registered office at Northgate Centre, Lingfield Way, Darlington, Durham, DL1 4PZ (company number 01434157) ("we", "us" or "our") to any customer whose details are set out on the Account Application Form or Hire Agreement or Booking Form (as applicable) ("you" or "your"). By signing an Account Application Form, Hire Agreement or Booking/Reservation Form (as applicable) and/or allowing us to hire a vehicle to you, you acknowledge and agree that you shall be bound by these Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall mean:

"Account Application Form" means the account application form entered into by you and us, setting out your details;

"Additional Charges" means the charges set out at Clause 20 and such other additional charges specified in any Schedule or Special Terms and such other charges as may be agreed in writing by us;

"Agreement" means the hire agreement entered into by you and us, between you and us which governs the hire of all Vehicles by you including the Account Application Form, Hire Agreement and Booking Form (as applicable), these Terms and any Schedules or Special Terms document;

"Booking" means a booking form/reservation form which has been accepted by us in accordance with Clause 3 and these Terms;

"Booking Form" means the booking form/reservation form entered into by you and us, setting out details of the Booking, or alternatively the relevant information being done as part of a third party booking platform;

"Branch" means any Northgate Vehicle Hire branch in the United Kingdom;

"Business Hours" means the hours in which the relevant Branch premises are open for business as set out from time to time at the following URL: northgatevehiclehire.co.uk;

"Codes" has the meaning given to it in Clause 19;

"Congestion Charge Law" means the Transport Act 2000 and the Greater London Authority Act 1999 and/or any other laws, codes of practice, circulars and guidance notes in relation to any road or traffic related charging scheme;

"Damage" means any and all damage to a Vehicle, excluding a mechanical fault or failure (which is not caused, or contributed to by you), and any damage identified in the Vehicle Condition Report;

"Damaged" shall be construed accordingly;

"Data Protection Legislation" means: all applicable laws, regulations of any kind (including the Data Protection Act 1998, from the date on which it comes into force and for so long as it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Privacy and Electronic Communications (EC Directive) Regulations; any national implementing laws, regulations or legislation, as amended or updated from time to time, in the UK in respect of any of the foregoing; and any guidance or codes of practice issued by Working Party 29, the European Data Protection Board or the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time);

"Deposit" means a deposit, as set out on the Booking Form, payable by you in accordance with Clause 19.2 and which may be used by us in accordance with Clause 19.2;

"DVLA" means the Driver and Vehicle Licensing Agency;

"Excess Mileage" means the surplus mileage by which the Actual Mileage exceeds the Estimated Actual Mileage;

"12 Months+" has the meaning given in Clause 4.1;

"Flexible Hire" means the hire charges for the Period of hire set out in the Pricing Schedule or such other sum confirmed by us in writing;

"Group" means in relation to any person, a subsidiary of that person or a holding company of that person or any other sub-holding company;

"Hire Agreement" means the Hire Agreement regulated by the Consumer Credit Act 1974 which we will enter into (instead of the Account Application Form) when you are a Regulated Customer and which sets out details of the Booking;

"Insolvency Events" means any and each of the following in relation to a party: a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party or the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, insolvency, supervisor or similar officer in respect of a party or any of its assets; (ii) the enforcement of any security over any assets of a party; or (iii) the insolvency or bankruptcy of any person or a holding company of that person or a party or any of their assets; (b) a party is unable to pay its debts as they fall due or is insolvent, or the other party perceives (acting reasonably) that to be the case; c) the party enters into a composition or arrangement with any creditor, or its creditors or any class of them; and d) a party ceases to trade in respect of all or a substantial part of its business whether due to insolvency or otherwise;

"Licence Term" has the meaning given in Clause 18.8;

"Losses" means damages, losses, liabilities, claims, actions, penalties, costs (on a full indemnity basis) including the cost of legal and other professional services (legal costs being on an hourly or time and materials basis), and expenses and out of pocket disbursements properly incurred, proceedings, demands and charges whether arising under statute, contract or at common law or otherwise and including any tax thereon, in each case of whatever nature and Loss shall be construed accordingly;

"On-hire" means the collection of a Vehicle by you or your agent at the Return Date or (Off-hire, if later), which software and associated data are centrally held by us as part of the Telematics Services;

"On-hire" means the collection of a Vehicle by you or your agent at the Return Date or (Off-hire, if later), which software and associated data are centrally held by us as part of the Telematics Services.

"Rental Period" means the twenty-four (24) hour period commencing on the date of On-hire and each subsequent twenty four (24) hour period;

"Rental Period" means the period from the Start Date to the Return Date (or Off-hire, if later);

"Rental Period" means the period from the Start Date to the Return Date (or Off-hire, if later);

"Return Date" means the date on which the Vehicle is returned, with the due date for return being set as out in the Booking or if no such date is specified, such date is as agreed between you and us;

"RPI" means Retail Price Index or any official index replacing it;

"Schedule" means any separate schedule agreed between you and us which is expressly stated to form part of this Agreement;

"Set-Up Fee" means a charge set out in the Pricing Schedule or such other sum confirmed by us in writing;

"Software" means the proprietary software in machine readable object code form, provided to you as part of the Telematics Services or otherwise;

"Special Terms" means any terms and conditions agreed between you and us which expressly are stated to vary the terms and conditions set out in these Terms;

"Start Date" means the date of On-hire set out in the Booking or such other date as we may agree with you prior to the date of On-hire set out in the Booking;

"Telematics Charges" means the charges payable by you for the Telematics Device and the Telematics Services as set out in the Booking, or as is otherwise determined in writing by us;

"Telematics Services" means a telematics device supplied by us to you in order to provide the Telematics Services;

"Telematics Devices" means the provision of telematics services via a software delivery model in which software and associated data are centrally hosted or otherwise accessible;

"Terms" means these terms and conditions set out in this document as amended from time to time;

"United Kingdom" means England, Scotland, Wales and Northern Ireland;

"Vehicle" means vehicle described in any Booking and all other accessories provided with the vehicle including the spare wheel, tools and other accessories supplied with the vehicle, and the Additional Equipment (if applicable); and

"Vehicle Condition Report" has the meaning given to it by clause 5.8. If you have provided us with each reference to "include", "includes" or "including" or "or example" shall be construed without limitation;

"working party" shall have the meanings given to them by section 1159 of the Companies Act 2006;

"Working Party 29" means the competent authority;

"Working Party 29" means the competent authority;

"Additional Equipment (if applicable); and

"Privacy Policy" means our privacy policy (which may be amended from time to time).

2. APPLICATION

2.1 The terms and conditions set out in this Agreement alone shall govern and be incorporated in
every Booking for the hire of Vehicles made by or on behalf of us. They shall apply in place of and prevail over any terms or conditions contained or referred to in any documents provided by you, in correspondence or elsewhere, or implied by trade custom, practice or course of dealing. 2.4 In the event of a conflict between the documents comprising this Agreement, the following order of precedence shall prevail: 2.4.1 Schedules; 2.4.2 Special Terms; 2.4.3 the Terms. 3. MAKING A BOOKING 3.1 To hire a Vehicle under our 12 Month+ Hire Form, you must first accurately complete an Account Application Form or Hire Agreement (as applicable). The Account Application Form will provide you with the pricing details for the vehicles you wish to rent from us. 3.2 You understand and agree that the Account Application Form (as applicable) will be used by us to assess your credit rating for our internal purposes. 3.3 Once the Account Application Form or Hire Agreement (as applicable) has been duly completed and accepted by us you will be able to make any number of subsequent Bookings by completing the Booking Form. 3.4 On receipt of a Booking Form from you, we may accept the Booking Form and if accepted we will provide you with the requested Vehicles subject to nothing in this Agreement obliges us to accept any Account Application Form, Hire Agreement or Booking Form. 4. 12 MONTHS+ AND FLEXIBLE HIRE & PRICING Vehicles will be hired to you in one of the two following ways: 4.1 for a minimum Rental Period, meaning that there is a defined period for hire of the Vehicle (and a set Return Date of the Vehicle) as set out in the Booking Form ("12 Months+"), and 4.2 for a flexible Rental Period, meaning that although a Return Date might be specified on the Booking or otherwise agreed by us; or 4.3 during which the prices stated are valid, the prices will be valid for a period of 90 days from the date the Booking or otherwise agreed by us. The Account or Hire Agreement (as applicable) has been duly completed and accepted by us you will be able to make any number of subsequent Bookings by completing the Booking Form. 4.5 All prices provided to you are excluding VAT and will be valid for a period of 90 days from the date the Booking or otherwise agreed by us. The Account or Hire Agreement (as applicable) has been duly completed and accepted by us you will be able to make any number of subsequent Bookings by completing the Booking Form. 4.6 If we, with your cooperation, make any resulting price changes, we will inform you in advance of any resulting price changes. 4.7 All during which the prices stated are valid, the prices will be valid for a period of 90 days from the date the Booking or otherwise agreed by us. The Account or Hire Agreement (as applicable) has been duly completed and accepted by us you will be able to make any number of subsequent Bookings by completing the Booking Form. 4.8 If we, with your cooperation, make any resulting price changes, we will inform you in advance of any resulting price changes. 4.9 All during which the prices stated are valid, the prices will be valid for a period of 90 days from the date the Booking or otherwise agreed by us. The Account or Hire Agreement (as applicable) has been duly completed and accepted by us you will be able to make any number of subsequent Bookings by completing the Booking Form. 4.10 During which the prices stated are valid, the prices will be valid for a period of 90 days from the date the Booking or otherwise agreed by us. The Account or Hire Agreement (as applicable) has been duly completed and accepted by us you will be able to make any number of subsequent Bookings by completing the Booking Form. 4.11 During which the prices stated are valid, the prices will be valid for a period of 90 days from the date the Booking or otherwise agreed by us. The Account or Hire Agreement (as applicable) has been duly completed and accepted by us you will be able to make any number of subsequent Bookings by completing the Booking Form. We will use reasonable endeavours to accommodate any such collection date, or you can deliver the Vehicle to a Branch. 6.8 Off-hire, you shall return the Vehicle in the same condition as was identified in the Vehicle Condition Report (fair wear and tear excepted). 6.9 If you fail to return the Vehicle in accordance with Clause 6.8 and the Vehicle is (in our reasonable opinion) beyond economic repair, you will be liable to pay the market value of replacement of the Vehicle less any salvage value where applicable (noted to you in the Hire Agreement or to you for the cost of the associated removal of all the Vehicles). 6.9 If you fail to return the Vehicle in accordance with Clause 6.8 and the Vehicle is (in our reasonable opinion) beyond economic repair, you will be liable to pay the market value of replacement of the Vehicle less any salvage value where applicable (noted to you in the Hire Agreement or to you for the cost of the associated removal of all the Vehicles). 6.9 If you fail to return the Vehicle in accordance with Clause 6.8 and the Vehicle is (in our reasonable opinion) beyond economic repair, you will be liable to pay the market value of replacement of the Vehicle less any salvage value where applicable (noted to you in the Hire Agreement or to you for the cost of the associated removal of all the Vehicles). 6.10 If you fail to return the Vehicle in accordance with Clause 6.8 and the Vehicle is (in our reasonable opinion) beyond economic repair, you will be liable to pay the market value of replacement of the Vehicle less any salvage value where applicable (noted to you in the Hire Agreement or to you for the cost of the associated removal of all the Vehicles). 6.11 If you fail to return the Vehicle in accordance with Clause 6.8 and the Vehicle is (in our reasonable opinion) beyond economic repair, you will be liable to pay the market value of replacement of the Vehicle less any salvage value where applicable (noted to you in the Hire Agreement or to you for the cost of the associated removal of all the Vehicles). 6.12 If Off-hire we are required to remove materials or equipment associated with the hire, we shall have the right to pass on the costs associated with this removal (including the Rental Charge for any days or part thereof on which the Vehicle cannot reasonably be hired to a third party due to the materials or equipment needed to be removed) and any subsequent cleaning of the Vehicle. 6.13 If, upon return of a Vehicle, any evidence of smoking is found or the Vehicle is otherwise in an unacceptably dirty or unusable condition, we reserve the right to pass on the charge to valet the Vehicle, any other associated charges and the Administration Fee. 7. 12 MONTH+ CHANGING A VEHICLE 7.1 If you hired the Vehicle under 12 Months+ agreement and you may request to change the Vehicle once during the Rental Period. Such change can be for a same or different vehicle. We will use our reasonable endeavours to accommodate any such request subject to availability, changes to the Rental Charges depending on the Vehicle and other charges may be applicable (for example, for the additional equipment, as well as payment of the Administration Fee, Damage or for Excess Mileage calculated on a pro-rata basis). 7.2 We may require that we change your Vehicle On-hire to you at any time during the Rental Period for any reason. Where Business arranges this with the manager of the Branch and the Vehicle will be your responsibility (and therefore your obligation to insure the Vehicle) in which the Branch opens for business and you shall be liable to us for any and all Losses we suffer during this time (including any Damage to the Vehicle). If this Clause applies you shall leave the keys for the relevant Vehicle in such location as is approved by the manager of the Branch in which the Vehicle remains at your risk notwithstanding our agreement to the location of the keys of the Vehicle). 7.3 We attempt to collect a Vehicle from you or to a location specified by you at the end of the Rental Period and you are not available (or are otherwise unable) to return the Vehicle, we may charge you for all costs incurred in the failed collection and any Rental Charges for each Rental Day of the Vehicle even though you have not taken delivery of, or collected, the Vehicle. We will use reasonable endeavours to arrange for the best suitable alternative vehicle. If the Vehicle after the date we attempted to collect the Vehicle at the end of the Rental Period. We will use reasonable endeavours to arrange for another suitable collection date, or you can deliver the Vehicle to a Branch.
4.9 You shall not modify or alter the Vehicle in any way without our prior written consent and you shall be liable for any and all costs incurred by us in reverse such modifications (including rectifying any damage caused by modifications or their reversal and any servicing and safety checks following such reversal).

10. RISK AND TITLE
10.1 The Vehicle is at your risk from the time of delivery or collection (as applicable), including any Additional Equipment contained or installed in or upon the Vehicle.

10.2 Notwithstanding delivery and passing of risk, ownership of the Vehicle shall not pass to you at any time during the Rental Period (or otherwise), unless we and you expressly agree in writing that we will sell the Vehicle to you (in which case ownership will pass in accordance with the terms of such sale).

10.3 We reserve the right to repossess any or all Vehicles On-hire to you:
10.3.1 upon the happening of any Insolvency Event;
10.3.2 upon termination of this Agreement or booking; you grant to us, our agents and employees an irrevocable right and licence to enter your premises with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing Vehicles to which you have retained title. This right and licence shall continue to subsist notwithstanding the termination of this Agreement and is without prejudice to any or our accrued rights under this Agreement or otherwise.

11. YOUR GENERAL OBLIGATIONS
11.1 During the Rental Period you shall:
11.1.1 keep the Vehicle free from legal process or lien, fully compliant with all road use rules (including the Highway Code and other applicable laws); 11.1.2 if applicable, register and pay for any days the Vehicle will operate in the congestion zone in London or any other place where you may apply in accordance with Congestion Charge Law;
11.1.3 check on a daily basis the engine oil level, water level in radiator, washer and wipers, lights, wheel nuts and brake fluid level, tread depth and inflation on all tyres;
11.1.4 ensure the Vehicle is driven using reasonable skill and care and in accordance with any applicable road use rules (including the Highway Code and other applicable laws);
11.1.5 ensure that no smoking is carried out in the Vehicle;
11.1.6 if requested by us on reasonable notice make the Vehicle available for inspection, service or repair work.
11.2 During the Rental Period you shall not use the Vehicle:
11.2.1 for the carriage of passengers for hire or reward;
11.2.2 for any illegal purpose or in contravention of any Regulations affecting the Vehicle, its use or construction;
11.2.3 if the Vehicle exceeds 3.5 tonnes gross vehicle weight unless you have obtained a valid Operator’s Licence in accordance with the Goods Vehicles (Licensing of Operators) Act 1995, and supplied a copy of the same to us;
11.2.4 for road widening;
11.2.5 for competitive racing of any nature;
11.2.6 to propel or tow any other vehicle or trailer unless the Vehicle has been modified for this purpose in which case towing weights must be adhered to at all times. It is your responsibility to ensure any such towing is approved and undertaken with due skill and care to ensure no damage is caused to the Vehicle or to the trailer being towed. We shall have no liability for the insurance of, or any damage to, any towed trailer however caused; and
11.2.7 outside of the United Kingdom without our prior written consent.

11.3 You shall ensure the Vehicle is not driven by any driver who:
11.3.1 does not hold a valid driving licence for the class of vehicle to which the Vehicle belongs;
11.3.2 is not covered fully by a comprehensive insurance policy.

12. DAMAGE, FAULT AND THEFT
12.1 You shall promptly:
12.1.1 inform us if any Vehicle is Damaged, a fault develops in any Vehicle or a Vehicle is otherwise lost or stolen and inform your insurance company;
12.1.2 supply us with a police crime reference number if a Vehicle is stolen or otherwise involved in a criminal act.
12.1.3 upon request:
(a) carry out all acts and things as may be reasonably required by us for the purpose of repairing or recovering the Vehicle;
(b) enforce any rights or remedies against and/or obtain relief from other parties;
(c) deliver in return to us any kind received by you relating to any claim involving the Vehicle where an accident or theft has occurred;
(d) provide all information at your earliest convenience required by us in relation to the defence or investigation of any claim involving the Vehicle where an accident or theft has occurred including not aiding or abetting any claim against us; and
(e) ensure all information you provide is accurate, complete and not misleading.
12.2 You shall be responsible for the cost of any damage and/or repairs and invoice you for the same up to a maximum of two thousand pounds (£2,000) excluding VAT per occurrence of Damage.
12.3 If the cost of repairing any Damage exceeds two thousand pounds (£2,000) excluding VAT we will notify you (including providing a claim pack that includes all relevant information) and you shall have seven (7) days from the point of receipt of the notice to inform your insurance company and get approval to proceed before we commence repairs. If we do not receive a response within seven (7) days you will be deemed to have consented to the repairs and we will instruct repairs and invoice you for these costs.
12.4 If we, at our option, elect not to repair Damage, but if we elect not to carry out such repairs at that time we reserve the right to change you an amount equal to the cost of the repair works that would otherwise be required and which we may carry out in the future.
12.5 You acknowledge and agree that you:
12.5.1 shall not without our prior consent incur any liability for repairs to the Vehicle in excess of £225;
12.5.2 shall not without our prior written approval carry out yourself and/or engage any third party to carry out work.
12.6 Where applicable, the protection of data held in the Vehicle’s tachograph is your sole responsibility and we shall not be liable in any way whatsoever if you have not taken the necessary steps to protect and back-up the data.
12.7 You are not entitled to make any claim against us for loss of or damage to any property left stored or transported in or upon the Vehicle which we have not approved in writing;
12.8 are not our servant or agent for any purpose and we shall not be liable in any way whatsoever if you have not taken the necessary steps to protect and back-up the data.
12.9 If the keys to any Vehicle are lost whilst the Vehicle is in your care, we may need to replace the full lock set in the Vehicle for security reasons. In such circumstances you will be responsible for the cost of doing so (including spare keys) and the Administration Fee.
12.10 If we are required to attend an event relating to a Vehicle (including if a misfuelling happens, the Vehicle lights are left on, a puncture occurs, a Vehicle is damaged or an accident occurs) we may make a reasonable charge for doing so.
12.11 LOSS OF USE
12.11.1 In addition to the cost of repairing any Damage as set out in this Agreement, you will also be liable to pay the Rental Charges for the period during which the Vehicle is being repaired or the period between a Vehicle being stolen and, if applicable, returned to us, to reflect the loss of use of the Vehicle (up to a maximum of the Rental Charges for a period of twenty eight (28) days) in accordance with Clause 6.9.1 and 6.9.2.
12.12 If you require a replacement Vehicle from us during any period in which a Vehicle is being repaired or the period during which a Vehicle is stolen, you shall be responsible for the Rental Charges in respect of that replacement Vehicle, in addition to the charges indicated at Clauses 6.9.1, 6.9.2,12.12,12.13 and 6.9.2.
12.13 FINES, PENALTIES AND CHARGES
12.13.1 You shall be liable (where applicable as ‘owner’) for any charges, penalties, offences or fines incurred during the Rental Period due to your acts or omissions (or those of the Vehicle) under any applicable laws or Regulations including in relation to any driving, parking, lighting, loading or unloading offending, any penalty charge notices, parking fines, bus lane fines, relating to toll charges and charges under Congestion Charge Law.
12.14 If we receive notice of any penalty charges from the relevant issuing authority (which shall include private parking authorities) for any penalty charges that are notified to us. We will not query any
such penalty charges nor will we notify you prior to payment.

14.3 You agree to pay to us upon demand any fines, penalties, and/or charges in accordance with Clause 14.2 plus the Administration Fee for processing the same.

14.4 You will be notified of any penalty charges or other offences which require driver details we will supply your details to the issuing authority who will contact you directly relating to the fine or notice. We will charge the Administration Fee in respect of the processing of these penalty charge notices.

14.5 In the event you register an account for the payment of congestion charges or toll roads, it is your sole responsibility to remove the Vehicle from your account at the end of the Rental Period.

15. INSURANCE

15.1 You shall ensure during the relevant Rental Period that:

15.1.1 all Vehicles hired to you including any replacement vehicles are covered by you with a fully comprehensive insurance policy (the “Policy”) for the Rental Period and until completion of the Off-hire process in accordance with Clause 6;

15.1.2 you notify your insurers that you are neither the registered owner nor keeper of the Vehicle;

15.1.3 where the Vehicle is added to the Motor Insurance Bureau’s database;

15.1.4 you comply with the requirements of the Policy and procure that any driver authorized to use a Vehicle also comply with the terms of the Policy;

15.1.5 any driver using a Vehicle(s) will hold and will not have been disqualified from holding or obtaining a driving licence valid for the relevant Vehicle(s); and

15.1.6 you will notify us in writing as soon as reasonably practicable of any change to your Policy, including changes in terms, excesses or insurance company.

15.2 As soon as reasonably practicable after the date of the Booking you shall supply to us a copy of the relevant certificate of motor insurance covering the Vehicle being hired by or in relation to you. You shall provide us with copies of the renewal certificates as appropriate. We shall not be under any obligation to supply a Vehicle to you unless and until you have supplied us with copies of the relevant certificate of motor insurance covering the Vehicle being hired and the renewal certificates as appropriate as soon as reasonably practicable after the relevant renewal date.

15.3 If your insurers fail to provide cover or grant an indemnity under the Policy in respect of any claim made under the Policy by you, a third party or any official organisation concerned in settlement procedures under the Road Traffic Act, in respect of any loss or damage to the Vehicle or other parties costs, you shall indemnify us against all Losses suffered by us as a result of any and all loss and Damage to any Vehicle hired by you (including vehicle mileage, vehicle damage and our costs), together with any penalty charges or other costs which fall due under this Agreement and the Policy in respect of the provision of the Telematics Services by us.

15.4 You shall inform us of the details of any claim you have made or intend to make against your insurer(s) or their insurers. We reserve the right to require you to provide evidence of any claim or the settlement or agreement of any claim by your insurer(s).

15.4.1 You may, without our consent, settle any claim with your insurer(s) without us being informed.

15.4.2 You shall not incur costs or liability in relation to any claim made by you under the Policy without our prior written consent.

16. CHARGES AND PAYMENT

16.1.1 The vehicle(s) being hired by you are subject to a 12 Months+ Rental Period the charges will be split over the term of that Rental Period. If the Vehicle is subject to a Flexible Hire Rental Period then we will calculate the charges due on the Additional Period over the estimated Rental Period or period mutually agreed. If you continue to hire the Vehicle after the estimated period we will reduce the Rental Charge to take account that the charges for the Additional Period have been paid.

16.1.2 If you do not pay the charges for the Additional Period in full, we reserve the right to invoice you for the Additional Equipment charged and you shall reimburse us accordingly. If you continue to hire the Vehicle after the estimated period we will reduce the Rental Charge to take account that the charges for the Additional Equipment have been paid.

16.1.3 Any new feature, improvement or modification implemented by us into the Telematics Services which are not described under Clause 16.1.2 may be charged to you and all of our customers shall be included in the Telematics Services.

16.1.4 We shall not (except to the extent permitted by applicable law) allow:

16.1.4.1 any access or all or any part of the Telematics Services in or as otherwise agreed in writing;

16.1.4.2 attempt to obtain or assist third parties in obtaining access to the Telematics Services;

16.1.4.3 copy the Software in whole or in part;

16.1.4.4 introduce any virus, code or software into the Software; or

16.1.4.5 use the Software otherwise than in accordance with the terms of this Agreement.

16.1.5 You shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Telematics Services and shall not remove or tamper with or attempt to remove or tamper with the Telematics Devices.

16.1.6 If the Telematics Device is damaged beyond repair or destroyed or where its repair would be uneconomical, we shall procure a replacement Telematics Device.

16.2 You shall pay the Telematics Charges in accordance with Clause 19 or as otherwise agreed in writing by you.

16.3 We will provide you with up to five log in details for the Telematics Services provided, you comply with the Telematics Charges and as otherwise agreed in writing.

16.4.1 We are entitled to determine the manner in which the Telematics Services are performed or provided.

16.4.2 We are discharged from performing our obligations under this Clause 16 where, to the extent, and for so long as the following circumstances affect performance:

16.4.2.1 we have been provided with inaccurate, incomplete or misleading information or data;

16.4.2.2 you are in breach of this Agreement.

16.5.2 The Vehicle is added to the Motor Insurance Bureau’s database; and

16.5.3 the Vehicle is added to the Motor Insurance Bureau’s database.

16.6.2.1 you are in breach of this Agreement. We may, at our discretion change the Telematics Services, we may at our discretion change the Telematics Services on one (1) months’ notice to you in writing.

16.7.2.1 you are in breach of this Agreement.

16.7.3.2 Driver behaviour

16.7.3.4.1 introduce any virus, code or software into the Software; or

16.7.4.3 where, to the extent, and for so long as the following circumstances affect performance:

16.7.4.3.1 we have been provided with inaccurate, incomplete or misleading information or data.

16.8.2.1 in accordance with this Agreement; and

16.8.2.2 unless expressly authorised to do so under this Agreement.

16.8.2.3 you are in breach of this Agreement.

16.8.3.2 Driver behaviour

16.8.3.4.1 introduce any virus, code or software into the Software; or

16.9.2.1 any Additional Charges;

16.9.2.2 any Additional Charges;

16.9.2.3 your only remedy in respect of a breach of the Telematics Services within a reasonable period of time, but this is not a limitation of our liability for any failure to do so (including any delayed or defective performance); and

16.9.2.4.1 a problem with the mobile network through which the information is transmitted; or

16.9.2.4.2 the hosting of the website by a third party on our behalf.

16.10.3.2 Driver behaviour

16.10.3.4.1 introduce any virus, code or software into the Software; or

16.10.4.3 where, to the extent, and for so long as the following circumstances affect performance:

16.10.4.3.1 we have been provided with inaccurate, incomplete or misleading information or data.

16.11.2.1 you are in breach of this Agreement.

16.11.3.2 Driver behaviour

16.11.3.4.1 introduce any virus, code or software into the Software; or

16.11.4.3 where, to the extent, and for so long as the following circumstances affect performance:

16.11.4.3.1 we have been provided with inaccurate, incomplete or misleading information or data.

16.12.2.1 in accordance with this Agreement; and

16.12.2.2 unless expressly authorised to do so under this Agreement.

16.12.3.2 Driver behaviour

16.12.3.4.1 introduce any virus, code or software into the Software; or

16.12.4.3 where, to the extent, and for so long as the following circumstances affect performance:

16.12.4.3.1 we have been provided with inaccurate, incomplete or misleading information or data.

16.13.2.1 you are in breach of this Agreement.

16.13.3.2 Driver behaviour

16.13.3.4.1 introduce any virus, code or software into the Software; or

16.13.4.3 where, to the extent, and for so long as the following circumstances affect performance:

16.13.4.3.1 we have been provided with inaccurate, incomplete or misleading information or data.

16.14.2.1 you are in breach of this Agreement.

16.14.3.2 Driver behaviour

16.14.3.4.1 introduce any virus, code or software into the Software; or

16.14.4.3 where, to the extent, and for so long as the following circumstances affect performance:

16.14.4.3.1 we have been provided with inaccurate, incomplete or misleading information or data.
month before the last day of the relevant month (apart from certain Additional Charges which may be invoiced as and when they arise) and payment shall be made by you to us in full on the working day of the month after the month in which the invoice is dated.

19. For the avoidance of doubt, where we are not satisfied with any credit checks which we undertake, we will notify you of the payment terms that shall apply and such terms shall apply to all future invoices.

20. Any charges for using the Vehicle outside the United Kingdom in accordance with Clause 17;

21. Any charges set out in any Schedule or Special Terms;

22. Any Administration Fees, as set out in this Agreement.

(continued, the "Additional Charges")

21. LIABILITY

21.1 Subject to the provisions of Clauses 6.9 and 13 and Clause 21.4 we shall not be liable to you and shall not be liable to us for any indirect, special or consequential losses or damages, whether or not such losses were reasonably foreseeable or the party in default or its agents had been advised of the possibility of the other incurring such losses.

21.2 We shall not be liable to you for any loss of or damage to property left, stored or transported in or on a Vehicle.

21.3 Subject to Clause 21.4 our total aggregate liability arising out of or in connection with:

21.3.1 a Booking (if applicable) (whether such liability arises in contract, tort (including negligence) or otherwise) shall not exceed fifty thousand pounds sterling (£50,000) per Booking; and

21.3.2 the supply of Telematics Services (if applicable) (whether such liability arises in contract, tort (including negligence) or otherwise) shall not exceed five thousand pounds sterling (£5,000) per Booking; and

21.3.3 (notwithstanding Clauses 21.3.1 and 21.3.2) this Agreement shall not exceed one hundred and fifty thousand pounds sterling (£150,000) for all claims in any twelve (12) month period.

21.4 Nothing in this Agreement shall operate to exclude or limit the liability of either party for:

21.4.1 death or personal injury resulting from negligence;

21.4.2 fraud or fraudulent misrepresentation; and

21.4.3 any other liability which cannot, as a matter of law, be excluded.

22. INDEMNITY

Subject to Clause 21.1, you shall indemnify us against all Losses suffered or incurred by us due to:

22.1 the loss of or damage to any property (whether yours or a third party’s) left, stored or transported in or on a Vehicle;

22.2 any circumstances described in clause 21.1; or

22.3 any claims brought against us by any third party arising out of, or in connection with, this Agreement.

23. REMEDIES

If a Vehicle takes longer than the stated period (and when notified of the expected delay) for repair or replacement, your exclusive and sole remedy shall be for us to repair or replace the Vehicle at our option as soon as reasonably practicable.

24. CANCELLING A BOOKING

24.1 You may cancel any Booking on or before the Start Date.

24.2 Where you cancel any Booking you will not be charged in respect of that Booking unless:

24.2.1 the Vehicular Services are to be performed (as defined in the Special Terms) agreed between you and us which involved us incurring costs in relation to the Vehicle before the Start Date (being at least 10% of the agreed price band stated on the Pricing Schedule at the time the Vehicle was taken On-Hire).

24.2.2 we were en route to deliver the Vehicle to you or had already attempted to deliver the Vehicle to you at the time of cancellation, in which case we may charge you in respect of the services we had to perform.

25. TERMINATION

25.1 Either party may terminate this Agreement or any Booking immediately if an Insolvency Event or similar event has occurred.

25.2 Either party may terminate this Agreement or a Booking if the other party commits a material breach of this Agreement and if capable of remedy, such breach is not remedied within thirty (30) days of the non-breaching party notifying the other of the breach. For the purposes of this clause, the following shall be treated as a material breach not capable of remedy:

25.2.1 a failure by you to pay us any Charges when they fall due in accordance with the terms of this Agreement or a Booking;

25.2.2 any breach of Clauses 15, 17, 26 or 27.

25.3 Upon termination of a Booking you shall immediately:

25.3.1 return all Vehicles to us or to our duly authorised agent at such place as we may appoint;

25.3.2 pay to us, on demand, all Charges due under this Agreement; and

25.3.3 return all Telematics Devices to us.

25.4.1 return all Vehicles and keys to us or our duly authorised agent at such place as we may appoint; and

25.4.2 pay to us, on demand, all Charges due under this Agreement; and

25.4.3 return all Telematics Devices to us.

25.5.1 the rights or liabilities of the parties under this Clause 25 (Termination) or which have accrued on or before termination; and

25.5.2 the continuance in force of Clauses 6 (Vehicle Return), 8 (Fuel and Mileage Charges), 10 (Risk and Title), 12 (Damage, Fault and Theft), 14 (Fines, Penalties and Charges), 19 (Charges and Payment), 20 (Additional Charges), 21.3, 21.4, 22.1, 22.2, 23, 26, 27.1.4 and 29 (General) which survive termination of this Agreement or any Booking.

26. CONFIDENTIALITY

26.1 We may disclose the other’s confidential information:

26.1.2 to our employees, officers, representatives or advisers who need to know such information for the purposes of carrying out our obligations under this Agreement;

26.1.3 to our employees, representatives or advisers to whom we disclose the other’s confidentiality information;

26.1.4 to suppliers, subcontractors, agents or third parties who assist us in providing our services to you;

26.1.5 to any person who is required by law, a court of competent jurisdiction or any governmental or regulatory authority.

26.2 Neither you nor we shall use the other’s confidential information for any purpose other than to perform our respective obligations under this Agreement.

27. DATA PROTECTION

27.1 Any Personal Data relating to Personal Data, the parties shall at all times comply with the Data Protection Legislation as a data processor or data controller (as appropriate), including if necessary maintaining a valid and up to date notification under the Data Protection Legislation covering the data processing to be performed in connection with this Agreement and the Privacy Policy. Please read the Privacy Policy for further information about how we may use your Personal Data.

27.2 To the extent that we process any Personal Data on your behalf when performing our obligations under this Agreement, we shall act as the data controller and we shall be a data processor and in any such case:

27.2.1 you shall ensure that you are entitled to transfer the relevant Personal Data to us, or that we may lawfully use, process and transfer the Personal Data in accordance with this Agreement and, to the extent applicable, the Privacy Policy;

27.2.2 you shall ensure that the relevant third parties have been informed of, and have given their consent
to, such use, processing, and transfer (including as referred to in clause 27.2.1) as required by all applicable Data Protection Legislation.

27.2.2 in the event that we shall provide Personal Data transferred by you pursuant to this clause 27.2 only in accordance with the terms of this Agreement and, to the extent applicable, the Privacy Policy, and any lawful written instructions reasonably given by you from time to time unless we are required by the laws of the member state of our EU base, or by the laws of the European Union applicable to us, to process Personal Data ("Applicable Laws"). Where we rely on laws of a member state of the European Union as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

27.2.3 provide the driver(s) with information relating to the purposes for which we may use any Personal Data collected using the Telematics Devices including providing or otherwise making available a copy of the Privacy Policy (as amended from time to time);

27.3.3 provide the driver(s) with information relating to the purposes for which we may use any Personal Data collected using the Telematics Devices including providing or otherwise making available a copy of the Privacy Policy (as amended from time to time);

27.3.4 obtain all necessary consents in accordance with the requirements of the Data Protection Legislation from the driver(s) to the processing of Personal Data collected via the Telematics Devices or to either party's controlling party with the Data Protection Legislation;

27.3.5 immediately notifying us in writing of:

27.3.5(a) any complaint, notice (including a subject access request) or communication which relates directly or indirectly to the processing of the Personal Data collected via the Telematics Devices or to either party's controlling party with the Data Protection Legislation;

27.3.5(b) if the Personal Data collected via the Telematics Devices is disclosed or used in breach of this Agreement, and/or

27.3.5(c) provide us with such co-operation and assistance as we may require with respect to any of the foregoing events;

27.3.6 take such other steps as we may require from time to time in order to enable us to comply with our obligations under the Data Protection Legislation.

27.4 You warrant to us that, in respect of any Personal Data which you share with us pursuant to this Agreement,

27.4.1 you have complied in all respects with your obligations under the Data Protection Legislation and under this Clause 27;

27.4.2 you have in place, or will promptly put in place, all necessary policies, procedures and training and will require all contractors and agents to which you provide access to your Personal Data, and all persons to whom you disclose Personal Data, to comply with your obligations under the Data Protection Legislation and to use such Personal Data in accordance with such policies, procedures and training;

27.4.3 you shall not transfer any Personal Data outside of the European Economic Area unless you have given your prior written consent and the following conditions are fulfilled:

27.4.3(i) you or we have appropriate safeguards in relation to the transfer of Personal Data to ensure that the privacy of the data subjects is protected and that adequate protection to any Personal Data that is transferred is given; and

27.4.3(ii) the data subject has enforceable rights and effective legal remedies;

27.4.4 that you are liable for all obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred. 27.5 we will ensure that all personal (inclusive without limitation, employees) who have access to and/or process Personal Data are legally obliged to keep the Personal Data confidential, including the Telematics Services;

27.6 we will ensure that all personal (inclusive without limitation, employees) who have access to and/or process Personal Data are legally obliged to keep the Personal Data confidential, ensuring that availability of and access to Personal Data can be restricted in a way that is appropriate to the nature of the incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us;

27.7.1 you or we have provided appropriate safeguards in relation to the transfer of Personal Data to ensure that the privacy of the data subjects is protected and that adequate protection to any Personal Data that is transferred is given;

27.7.2 you or we have provided appropriate safeguards in relation to the transfer of Personal Data to ensure that the privacy of the data subjects is protected and that adequate protection to any Personal Data that is transferred is given;

27.8 we will assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, right to rectification, availability with supervisory authorities or regulators; and otherwise to comply with your obligations under the Data Protection Legislation to respond to requests from data subjects or exercise of the rights of data subjects or information mandated to be provided to data subjects;

27.9 we will notify you without undue delay and in any event within 48 hours of the point at which we become aware of any Personal Data breach or other security incident affecting or relating to Personal Data provided by you to us under this clause 27.2;

27.2.10 at your written direction, we will delete or return Personal Data and all copies thereof to you on termination of the Agreement unless required by applicable Law and the Personal Data relating to any Personal Data collected using the Telematics Devices (if any);

27.2.11 we shall maintain complete and accurate records and information to demonstrate our compliance with this Clause 27 and relevant provisions of the Data Protection Legislation and allow for and cooperate with reasonable audits including, without limitation, inspections by you or your designated auditor.

27.3.3 provide the driver(s) with information relating to the purposes for which we may use any Personal Data collected using the Telematics Devices (if any);