

1. SCOPE

- 1.1. This page sets out the Terms (as defined below) which apply to all Equipment which the Lessor may rent or lease to the Lessee under contract hire arrangement (**Contract Hire**), as may be more specifically set out in any Rental Agreement in respect of the relevant Equipment.
- 1.2. Each Agreement between the parties is made up of: (i) these Terms; (ii) the Rental Agreement issued by the Lessor to the Lessee in connection with the relevant Equipment; and (iii) any other written document either issued by the Lessor (and expressly referring to and incorporating itself into the Agreement) or any amendments or supplements to the Agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the **Agreement** and form the contract between the Lessee and the Lessor to the exclusion of any other terms that the Lessee may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3. When construing the meaning of the Agreement, the documents forming the Agreement shall, unless otherwise stated in any Rental Agreement, be interpreted in the order of priority as listed in clause 1.2 in the event of any inconsistency or conflict, with documents appearing earlier in the list taking priority over documents appearing later in the list, unless otherwise expressly stated in those documents.
- 1.4. The Lessee should keep, print or save a copy of these Terms for its records.
- 1.5. Any quotation given by the Lessor shall not constitute an offer, and is only valid for a period of 10 Business Days from its date of issue.
- 1.6. Any order placed by the Lessee shall only be deemed to be accepted upon the Lessor's written approval or Lessor taking steps to perform its obligations under the Agreement (including, without limitation, requesting or receiving payment of a Deposit and/or making the Equipment available for use by the Lessee), at which point and on which date the Agreement shall come into existence.
- 1.7. The Lessor may amend these Terms from time to time at its sole discretion. Every time the Lessee signs or agrees a new Rental Agreement for the rental of specific Equipment, it should check these Terms to ensure that it understands the terms which will apply to the Agreement at that time. This version 2 of these Terms was most recently updated in November 2021.

2. INTERPRETATION

- 2.1. The following definitions and rules of interpretation apply in the Agreement:

Acceptance Certificate means such reports as to the condition of the Equipment issued by Lessor from time to time upon the collection or delivery of the equipment to or from Lessor custody which, when signed or accepted on behalf of the Lessee, will be conclusive evidence as to the condition of the relevant item of Equipment at the date of the relevant report;

Agreement means the agreement between the Lessor and the Lessee for the hire of Equipment incorporating the documents listed in the definition set out in more detail in clause 1.2;

Business Day means a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business;

Commencement Date means the date that the Lessee holds the Equipment as specified in the Rental Agreement (including Saturdays, Sundays and Bank Holidays)

Consumer Prices Index or CPI means the Consumer Prices Index as published by the UK office for National Statistics;

Dangerous Goods means verminous, infested, infected, contaminated or condemned goods or those goods in the list of dangerous goods as defined by the European Agreement Concerning the International Carriage of Dangerous Goods by Road) or any other goods which prevents any of the Vehicles subsequently carrying any goods;

Delivery means the transfer of physical possession (but not ownership) of the Equipment to the Lessee;

Deposit means the deposit amount, which is set out in the Rental Agreement, either in terms of cash or credit;

Equipment means any vehicles (including, without limitation, the Vehicles), trailers or other equipment that may be provided by the Lessor to the Lessee, as more particularly set out in the relevant Rental Agreement, and all substitutions, replacements or renewals of such equipment and all related keys, removeable equipment, accessories, ancillary equipment, manuals and instructions which may be supplied with or in connection with the same (including TIR and MOT certificates);

Excess Utilisation Charge means the charge specified in the Rental Agreement;

Expert means an expert, who is knowledgeable about equipment such as the Equipment, appointed by Lessor for the purposes of this Agreement;

fair wear and tear shall have the meaning ascribed to that term in guidelines issued by the British Vehicle Rental and Leasing Association as to what constitutes fair wear and tear, as applicable to the relevant Equipment (copies of which guidelines may be viewed on the Lessor's website at <http://www.attrentals.com/bvrla-guidelines/> (as may be amended from time to time) or requested from the Lessor) ;

Lessee means the individual or legal person with whom the Lessor has entered into the Agreement, on whose behalf the Rental Agreement has been signed (if applicable);

Lessor means A.T. & T. Rentals Ltd, a company registered in Northern Ireland with company number NI021466;

Owner means the owner of the Equipment (other than the Lessor), with whom the Lessor has entered into an arrangement to lease or finance the Equipment;

Payment Schedule means the payment schedule agreed in the Rental Agreement which sets out the sums payable under the Agreement and the means by which such sums are to be paid;

Permitted Utilisation Allowance means the allowance of distance (either in miles or kilometres) and average daily hours of use as specified in Rental Agreement, which is calculated from the Commencement Date to the date on which the Equipment is returned, on a pro rata basis;

Rental Agreement means the rental agreement form signed between the Lessor and Lessee in respect of any specific order for the rental of Equipment made pursuant to these Terms;

Rental Payments means the payments made by or on behalf of Lessee for hire of the Equipment as specified in the Rental Agreement;

Rental Period means the period of hire as set out in clause 4;

Return Conditions means the return conditions set out in this Agreement (including, without limitation, at Schedule 1 of this Agreement) or otherwise specified by the Lessor from time to time, at all times including (without limitation) a requirement that the Equipment be clean, tidy and in good working order and condition subject to fair wear and tear over the Rental Period and any defects or issues noted on the checklist attached to the Rental Agreement and signed off by both parties at the time of Delivery of the Equipment to the Lessee;

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Servicing means installation, calibration, inspection, servicing, maintenance, repairs, plating, or testing of the Vehicle or its components and the terms, "Service" and "Serviced" shall be construed accordingly;

Service Interval means the intervals set by the Lessor, in which the Vehicle will be Serviced by the Lessor (unless responsibility is given to the Lessee under the Rental Agreement) and at the date of these Terms, it shall be 12 weeks;

Terms means these general terms and conditions of the Lessor;

Total Loss means the Equipment is, in the Lessor's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated;

VAT means value added tax chargeable under the Value Added Tax Act 1994; and

Vehicles means any Equipment which is a road vehicle or trailer.

- 2.2. Clause headings shall not affect the interpretation of the Agreement.
- 2.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 2.4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.5. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 2.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.9. A reference to **writing** or **written** may include fax or e-mail.
- 2.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11. A reference to **the Agreement** or to any other agreement or document referred to in the Agreement is a reference to the Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Agreement) from time to time.
- 2.12. References to clauses are to the clauses of these Terms.
- 2.13. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. EQUIPMENT HIRE

- 3.1. The Lessor shall hire the Equipment to the Lessee subject to the Agreement.
- 3.2. Equipment are hired subject to them being available for hire to the Lessee at the time required by the Lessee. The Lessor will not be liable for any loss suffered by the Lessee as a result of the Equipment being unavailable for hire for any reason, including (without limitation) where the Equipment are unavailable due to circumstances beyond the Lessor's control.
- 3.3. The Lessor shall not, other than in the exercise of its rights under the Agreement or applicable law, interfere with the Lessee's quiet possession of the Equipment so long as the Lessee is neither in default of any payment obligations under this Agreement, nor is in breach of any of the covenants on its part to perform this Agreement.
- 3.4. The Lessor shall (a) obtain and pay for Vehicle Excise Duty and any statutorily required test certificates for the Vehicles during the Rental Period; and (b) where applicable and where it elects to do so, be entitled to fit and use on each of the Vehicles (i) a distance recorder which shall be used to ascertain the Lessee's compliance with the Permitted Utilisation Allowance and application (if relevant) of the Excess Utilisation Charge; and (ii) a vehicle tracker which will be used if the Lessee fails to, or cannot, confirm the location of the Vehicle (or the Lessor believes that the information provided by Lessee regarding the current or past location of the Vehicle is not accurate) (and the Lessee shall ensure that all drivers and passengers of the Vehicles are aware in advance of such distance recorder and vehicle tracker being used).

4. RENTAL PERIOD

- 4.1. The Rental Period starts on the Commencement Date and, without prejudice to the survival of any obligation upon Lessee to make any payment to Lessor under this Agreement, shall end upon the occurrence of the earlier of the following events:
 - 4.1.1. the expiry of the duration noted on the Rental Agreement for Rental Period;
 - 4.1.2. the physical return of the Equipment by the Lessee into the Lessor's possession; or
 - 4.1.3. the physical repossession or collection of the Equipment by the Lessor, (such period being the "**Rental Period**").

5. RENTAL PAYMENTS, DEPOSIT AND CREDIT OR CHARGE CARD – THE LESSEE'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 5.1. The Lessee shall pay the Rental Payments, Deposit, monies for the Equipment and/or charges chargeable by the Lessor as specified in the Rental Agreement and in accordance with the Payment Schedule. The Rental Payments shall be paid in the currency denominated in the Rental Agreement.
- 5.2. Time is of the essence in relation to the payment of all sums payable by the Lessee under this Agreement and a failure by the Lessee to pay such sums when due will constitute a repudiatory breach of this Agreement, for which Lessor reserves all of its other rights.
- 5.3. The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Lessee at the rate and in the manner from time to time prescribed by law.
- 5.4. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any such withholding is required to be made by the Lessee by law then the Lessee shall pay such additional amounts as Rental Payments to ensure that the amount which Lessor receives is the full cash amount as would otherwise be expected to be made under the Agreement.
- 5.5. The Lessor may set a reasonable credit limit for the Lessee. The Lessor reserves the right to terminate or suspend the Agreement for hire of the Equipment in the event that the Lessee would exceed its credit limit had it been allowed to continue or the credit limit is already exceeded.

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- 5.6. If the Lessee fails to make any payment due to the Lessor under the Agreement by the due date for payment, then, without limiting the Lessor's remedies under clause 12, the Lessee shall pay interest on the overdue amount at the rate of 12% per annum above the Bank of England's base rate from time to time, compounded monthly. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Lessee shall pay the interest together with the overdue amount.
- 5.7. If demanded the Lessee shall, on the date of signature of the Rental Agreement, or such other date as is agreed in the Rental Agreement, pay any Deposit set out in the relevant Rental Agreement to the Lessor, or (if agreed by the Lessor) provide details of a credit or charge card to the Lessor. The Deposit may take several forms depending on the nature and value of the Equipment in question, including: (a) a prepayment, payable on or before the commencement of the Rental Period, consisting of a reservation deposit which will be forfeited in the event of a cancellation of the reservation before the Rental Period commences; (b) an estimated rental computed on the basis of the time charge and Excess Utilisation Charge relevant to the reserved dates and the Permitted Utilisation Allowance; and/or (c) a deposit against default by the Lessee of payment of any Rental Payments or any loss of or damage caused to the Equipment. If the Lessee fails to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Equipment (in whole or in part), the Lessor shall be entitled to apply the Deposit or charge the credit card or charge card against such default, loss or damage, with immediate effect without affecting the obligation upon the Lessee to pay all amounts in excess of the Deposit and without prejudice to any other right of the Lessor. Subject to the provisions of this clause, the Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period or the termination of the agreement (save where used to settle any amounts owed as anticipated under clause 5.8 or terminated due to default or repudiation by the Lessee pursuant to clause 11.1, in which case the Deposit shall be forfeited).
- 5.8. Any Deposit paid or amounts deducted from the Lessee's credit or charge card may be set off against any final assessment of Rental Payments due upon termination or expiry of the Agreement.
- 5.9. The Lessor shall be entitled to increase the Rental Payment in line with the increase (if any) in prices: of any duty, tax or license levied upon the Equipment during the period of hire of Equipment (including, without limitation, any Vehicle Excise Duty due); as identified by the Consumer Prices Index from the date such Rental Payment were last increased, provided that the Lessor shall not be entitled to increase the Rental Payment under this clause 5.9 more than once every 12 months.

6. DELIVERY, ISSUES CHECKLIST AND RETURN- THE LESSEE'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 6.1. Unless otherwise agreed in writing in the relevant Rental Agreement (in which case a separate Delivery charge to be specified in the relevant Rental Agreement shall be payable), Delivery of the Equipment shall take place ex works (according to Incoterms) at the location of Lessor's Collection Depot or Lessor's premises from time to time as agreed by the parties and stated on the Rental Agreement (or, if not otherwise stated on the Rental Agreement, at Lessor's premises from time to time). The Lessor shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Risk shall transfer between the parties in accordance with clause 7.
- 6.2. It is the responsibility of the Lessee to examine the Equipment immediately on its Delivery to the Lessee and ensure that the Equipment is of the specification required by the Lessee and in all respects suitable for the purpose for which the Lessee intends to use the Equipment for which purpose and appropriateness Lessor takes no responsibility. The Lessee shall procure that a duly authorised representative of the Lessee shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Lessee 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. If required by the Lessor, the Lessee's duly authorised representative shall sign an Acceptance Certificate confirming such acceptance. The Lessee warrants to Lessor that any representative who signs the Acceptance Certificate for Lessee is duly authorised on behalf of the Lessee to bind it to the terms of this agreement and that each person collecting or returning the equipment is duly authorised on behalf of the Lessee to sign Lessor's Acceptance Certificate.
- 6.3. Any defects, damage or mechanical malfunction must be noted to the Lessor in writing by the Lessee when taking Delivery on the Equipment checklist provided by the Lessor, and such checklist provided to the Lessor and signed off by both parties. Any defects, damage or malfunctions arising during the Rental Period, save to the extent that the Lessor (acting reasonably) determines that these arose due to fair wear and tear, which were not noted on such checklist at Delivery and signed off by both parties, shall be deemed to have been caused by the Lessee and the Lessee shall be liable to compensate the Lessor on demand for same (and any Deposit or credit or charge card may be charged or deducted to account for same).
- 6.4. At the end of the hire period in respect of the Equipment noted on the Rental Agreement, the Lessee shall return the Equipment to the Lessor at the location noted on the Rental Agreement (which may be a Return Depot or, if not otherwise stated on the Rental Agreement, at the Lessor's premises from time to time). The Lessee shall ensure that the Equipment fully complies with the Return Conditions at the time of return of the Equipment.

7. TITLE, RISK AND INSURANCE

- 7.1. The Equipment shall at all times remain the property of the Lessor (or the Owner), and the Lessee shall not have or acquire any right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Agreement).
- 7.2. Risk in the Equipment shall pass to the Lessee at the time of Delivery. The Equipment shall remain at the sole risk of the Lessee during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Lessee (**Risk Period**) until such time as the Equipment is redelivered to the Lessor in accordance with clause 6.4.
- 7.3. During the Rental Period and the Risk Period, it is a condition of this Agreement that the Lessee shall at its own expense, obtain and maintain the following insurances with a reputable insurance company: (a) comprehensive insurance for the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Lessor may from time to time nominate in writing, including, in the case of any Vehicles, cover against passenger liability and any liability required to be covered as a matter of relevant law (including under the relevant road traffic acts and orders applicable within the jurisdictions within which the Vehicles are to be driven); (b) any other insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Lessor may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Lessor may from time to time consider reasonably necessary and advise to the Lessee.
- 7.4. If required by the Lessor at any time (on written notice), all insurance policies procured by the Lessee shall be endorsed to provide the Lessor with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage

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or policy amount) and shall upon the Lessor's request name the Lessor on the policies as a loss payee in relation to any claim relating to the Equipment.

- 7.5. The Lessee shall be responsible for paying any deductibles due on any claims under such insurance policies. Such insurance policies held by the Lessee in accordance with this Agreement shall also indemnify the Lessor against all loss in connection with the Equipment including any damages payable by the Lessor in respect of the Equipment or the use of the Equipment.
- 7.6. The Lessee shall, without undue delay and in any event within 2 Business Days, give written notice to the Lessor in the event of any loss, accident, breakdown or damage to the Equipment arising out of or in connection with the Lessee's possession or use of the Equipment.
- 7.7. If the Lessee fails to effect or maintain any of the insurances required under the Agreement, the Lessor shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Lessee.
- 7.8. The Lessee shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Lessor and proof of premium payment to the Lessor to confirm the insurance arrangements.

8. LESSEE'S RESPONSIBILITIES

- 8.1. The Lessee shall during the term of the Agreement: (a) use the Equipment with reasonable skill and care in accordance with all appropriate legislation including any relating to health and safety and ensure that the Equipment is kept and operated in a suitable manner, which shall as a minimum meet the requirements set out in the relevant manufacturer's manuals or specifications, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by either the Lessor or the Equipment manufacturer; (b) take such steps (including compliance with all safety and usage instructions provided by the Lessor) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work; (c) provide the Equipment on request for the routine servicing agreed and undertaken by the Lessor, and notify the Lessor of any issues with the Equipment rendering it in any condition other than good working order (fair wear and tear excepted); (d) make no alteration to the Equipment and not remove any existing component(s) from the Equipment without the prior written consent of the Lessor unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by a components that are new and are the same or of a similar and appropriate make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Lessor immediately upon installation and Lessee shall be responsible for any damage and liability arising from or in connection with any replacement of components by it or on its behalf; (e) keep the Lessor fully informed of all material matters relating to the Equipment; (f) at all times keep the Equipment in the possession or control of the Lessee and inform the Lessor of its location upon request; (g) permit the Lessor or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection; (h) maintain the service records for the Equipment and make copies of such records readily available to the Lessor, together with such additional information as the Lessor may reasonably require, including an accurate record of the use of the Equipment; (i) not, without the prior written consent of the Lessor, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it; (j) not, without the prior written consent of the Lessor, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Lessee shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Lessor against all losses, costs or expenses incurred as a result of such affixation or removal; (k) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Lessor in the Equipment and, where the Equipment has become affixed to any land or building, the Lessee must take all necessary steps to ensure that the Lessor may enter such land or building and recover the Equipment both during the term of the Agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Lessor of any rights such person may have or acquire in the Equipment and a right for the Lessor to enter onto such land or building to remove the Equipment; (l) not 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 confiscated, seized or taken, the Lessee shall notify the Lessor immediately (and notify the third party confiscating or otherwise seizing the Equipment that it is owned by the Lessor) and the Lessee shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Lessor on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation, and will continue to pay the Rental Payments for the Vehicle until it is returned to the Lessor, or at the Lessor's option, pay the Lessor the Total Loss value of the Equipment; (m) not use the Equipment for any unlawful purpose or in any manner infringing any statute, regulation or order relating to the driving and or use of the Equipment (whether in relation to carriage of goods or otherwise) so as to cause danger to the public or to persons in or on the equipment or risk damage to the Equipment or in any manner which may render the Equipment liable to seizure confiscation or detention; (n) ensure that at all times the Equipment remains identifiable as being the Lessor's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment; (o) deliver up the Equipment at the end of the Rental Period or on earlier termination of the Agreement at such address and in such condition as the Lessor requires, or if necessary allow the Lessor or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment; (p) not do or permit to be done anything which could invalidate the insurances referred to in clause 7, (q) ensure that any employees, agents or contractors that operate the Equipment are, if applicable adequately and sufficiently qualified and trained to operate the Equipment in accordance with all current and applicable legislation and (s) comply with any specifications, instructions or requirements as set out in the Rental Agreement.
- 8.2. The Equipment must be returned by the Lessee in good working order and condition (save for fair wear and tear) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Equipment.
- 8.3. The Lessee acknowledges that the Lessor shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Lessee or any third party or its or their officers, employees, agents and contractors and the Lessee undertakes to indemnify the Lessor on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Lessee to comply with the terms of the Agreement.
- 8.4. In addition to its obligations set out above, in relation to any Vehicles rented by the Lessee; during the term of the Agreement, the Lessee shall additionally: (a) ensure that that all fuel, AdBlue, lubricants, fluids and coolants and other fluids are kept to the manufacturer's specified

levels, meet the requirements of applicable current legislation and are of a quality at least as recommended by the manufacturer and that all tyre pressures are maintained in accordance with the manufacturer's recommendations; (b) ensure that the Vehicle is returned at the direction of the Lessor for Servicing within three days of the Lessor requesting its return; (c) not cause, permit or undertake neither any repairs to the Vehicle without the prior express permission in Writing of the Lessor nor, if any repairs are required, to use the Vehicle until it has been properly and fully repaired; (d) permit Lessor and its agents to fix plates, markings, paintwork or bodywork and/or sign writing identifying the ownership of the Vehicle at any time and not cause, permit or suffer the removal or tampering with any such plates, marking, paintwork or bodywork or sign writing upon the Vehicle; (e) ensure that that the Vehicle is driven only by a person nominated by the Lessee who must: (i) be at least 21 years of age; (ii) be the holder of a current licence permitting the driver to drive the Vehicle in the United Kingdom or operate any ancillary equipment; (iii) not except with the Lessor's prior written approval have been convicted of any monitoring offence or involved in any accident within 3 years prior to the start of the Rental Period; (iv) not be a person using a false name or address; (v) not be a person who is unfit to drive as a result of any alcoholic drink or drugs or suffer from any physical or mental incapacity; and (vi) at the Lessor's request undertake a Vehicle driving test to the Lessor's required standard; (f) ensure that no tyre of the Vehicle: (i) goes below the "Required Tread Depth" set out in the Rental Agreement and not, in any event, below legal limits, (ii) has a cut longer than 25mm (or 10% of the section of the tyre, whichever is greater) or deep enough to reach the ply or cords, (iii) is used with any lump, bulge or tear, or has any of the cords exposed, (iv) has grooves of less than least 1mm around the whole circumference and across three quarters of the breadth of the tread (if the original tread pattern was only across three-quarters of the tread, all grooves must be at least 1mm deep); or (v) is otherwise not maintained in such condition as to be fit for the use to which the Vehicle is being put or has a defect which might in any way cause damage to the Vehicle, surface of the road or damage to persons on or in the Vehicle or to other persons using the road (or otherwise not in compliance with legal obligations), and in the event that any of these obligations are breached the Lessor may at any time apply a charge at standard rate; (g) provide proper and secure parking for the Vehicles at all times and ensure that when the Vehicle is left unattended that the keys are removed, all doors, windows and other openings are securely locked and that any security devices activated; (h) wash and clean the Vehicle at least once every 30 (thirty) days during the term of the Agreement; (i) be responsible for all costs incidental to the use of the Vehicle including bridge, ferry, congestion charges, fixed penalty fines, parking fines or road tolls or similar charges and, if applicable, reimburse the amount of any such charges to the Lessor that may be paid by the Lessor and further pay to the Lessor such reasonable administration charge as is set out in the Lessor's standard tariffs for such charges set out on its website which are applicable at the time the Lessor requests reimbursement; (j) not load or cause the Vehicle to be loaded with Dangerous Goods without the written previous consent of the Lessor; (k) not to load or cause the Vehicle to be loaded in contravention or in excess of the maximum carrying capacity for which the Vehicle was designed, or as imposed by law; (l) not use, allow or cause the Vehicle to be used for the carriage of goods other than in a manner whereby the weight of the goods carried is evenly distributed over the entire floor space of the Vehicle; (m) not take or allow the Vehicle to be taken out of the United Kingdom (other than to Republic of Ireland provided the Lessee has in place appropriate insurance and the relevant VE103B form is kept with the Vehicle) except with the prior written consent of and prior payment of the relevant administration and ether charges to the Lessor; (n) not use, permit or cause the Vehicle to be used for any illegal purpose (including, without limitation, in violation of the Immigration and Asylum Act 1999); (o) notify the Lessor as soon as possible of any accident, breakdown, damage, defect, mechanical malfunction or loss to the Vehicle giving full details. Notification to the Lessor of any major damage must be by phone-call and followed in writing. The Lessor reserves the right to charge for costs incurred should the Lessee contravene this clause (and the Lessee will continue to pay the Rental Payment whilst the Vehicle is undergoing such repairs and/or awaiting such replacement parts); (p) keep the Lessor promptly informed of any prosecution, inquest, accident or enquiry relating to the Vehicle or its driver and promptly provide a copy to the Lessor of all associated communications relating to the Vehicle or the Agreement; (q) not make or give any admission of liability or indemnity in respect of any accident, prosecution, inquest or incident as shall entitle the insurers of the Vehicle to repudiate the claim wholly or partly; (r) promptly give all such information and assistance as may be required by the insurers or the Lessor as a result of any such prosecution, inquest, accident or enquiry; (s) hold a valid operator's licence for the Vehicle if the Vehicle is over 3.5 tonnes and is to be used for commercial purposes or such a licence is otherwise required; (t) if the Vehicle is a refrigerated Vehicle ensure that the annual engine hour use does not exceed 2500 hours and in the event that this limit is exceeded the Lessor may at any time apply a charge at standard rate determined by the Lessor; (u) carry out the daily safety checks on the Vehicle as follows: maintain tyre pressures, check condition of tyres, and repair any punctures, tighten wheel nuts, check correct operation of lights, check correct operation of brakes, check overall condition of the Vehicle for safety and compliance with all legal requirements and the manufacturer's manuals and specifications, and (v) keep the Vehicle and/or the Equipment at all times in good repair and proper working order and in particular procure that the Vehicle and Equipment is regularly serviced at intervals recommended by the manufacturers thereof by adequately skilled personnel.

8.5. The Lessee acknowledges that any regular servicing undertaken by the Lessor in respect of the Vehicle and/or Equipment shall be done in accordance with the Lessor's Service Interval, unless otherwise agreed in writing by the parties or otherwise prescribed under the Rental Agreement. The Lessor shall be entitled to charge additional fee for any servicing required by the Lessee that is not done in accordance with the Service Interval.

9. WARRANTY

9.1. Save as provided under these Terms, all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

9.2. The Lessor warrants that the Equipment shall substantially conform to the relevant manufacturer's specification (as made available by the Lessor), be of satisfactory quality and reasonably fit for its intended purpose for the duration of the Rental Period (fair wear and tear accepted). The Lessee's only remedy for breach of the foregoing warranty shall be for the Lessor to use reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself during the Rental Period (subject to the caveats above), provided that:

9.2.1. the Lessee notifies the Lessor of any defect in writing within ten (10) Business Days of the defect occurring;

9.2.2. the Lessor is permitted to make a full examination of the alleged defect and the Equipment;

9.2.3. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Lessor's authorised personnel;

9.2.4. the defect did not arise out of any information, design or any other assistance supplied or furnished by the Lessee or on its behalf;

9.2.5. the defect did not arise or was not exacerbated by breach of any of Lessee's obligations under this Agreement; and

9.2.6. the defect is directly attributable to defective material, workmanship or design.

- 9.3. The Lessor shall have no liability in respect of obligations under this clause if any monies due in respect of the Equipment have not been paid in full by the due date for payment.
- 9.4. The Lessee shall give the Lessor a reasonable opportunity to remedy any matter for which the Lessor is liable before the Lessee incurs any costs and/or expenses in remedying the matter itself and shall, at all times, take all available steps to mitigate its and third parties' damages and losses. If the Lessee does not do so the Lessor shall have no liability to the Lessee.
- 9.5. If the Lessor fails to remedy any material defect in the Equipment in accordance with clause 9.1, the Lessor shall, at the Lessee's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of the Rental Period and, if relevant, return any Deposit (or any part of it).

10. LIABILITY – THE LESSEE'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 10.1. Without prejudice to clause 10.2, the Lessor's maximum aggregate liability for breach of the Agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the total amounts actually paid by the Lessee in respect of the Equipment the subject of the breach over the period of 12 months immediately preceding the date the relevant claim arose.
- 10.2. Nothing in the Agreement shall exclude or in any way limit:
- 10.2.1. either party's liability for death or personal injury caused by its own negligence;
 - 10.2.2. either party's liability for fraud or fraudulent misrepresentation; or
 - 10.2.3. any other liability which cannot be excluded by law.
- 10.3. The Agreement sets forth the full extent of the Lessor's obligations and liabilities in respect of the Equipment and its hiring to the Lessee. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Lessor except as specifically stated in the Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded.
- 10.4. Without prejudice to clause 10.2, neither party shall be liable under the Agreement for any loss of profit, damage to goodwill of Lessee, loss of revenue, loss of business or business opportunity, or any other indirect or consequential loss or damage (including exemplary fines or damages) in each case, however caused, even if foreseeable.
- 10.5. The Lessor shall have no liability to the Lessee to the extent that the Lessee is covered by any insurance policy entered into as a result of the Agreement (or that should have been entered into by the Lessee as required by the Agreement) and the Lessee shall ensure that the Lessee's insurer waive any and all rights of subrogation they may have against the Lessor.

11. TERMINATION

- 11.1. Without affecting any other right or remedy available to it, the Lessor may terminate the Agreement with immediate effect by giving notice (by email, in writing or telephone) to the Lessee if:
- 11.1.1. the Lessee fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 11.1.2. the Lessee commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 11.1.3. the Lessee repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
 - 11.1.4. the Lessee abandons the Equipment;
 - 11.1.5. the agreement between the Lessor and the Owner is terminated, in respect of the Equipment, for any reason;
 - 11.1.6. any credit sale or hire purchase or any other lease agreement entered by the Lessee and the Lessor is terminated early other than by the Lessee under any contractual right given to it under any such agreement;
 - 11.1.7. the Lessee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of article 103 of the Insolvency (Northern Ireland) Order 1989, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of article 242 of the Insolvency (Northern Ireland) Order 1989 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 11.1.8. the Lessee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditor;
 - 11.1.9. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Lessee (being a company);
 - 11.1.10. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Lessee (being a company);
 - 11.1.11. the holder of a qualifying floating charge over the assets of the Lessee (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 11.1.12. a person becomes entitled to appoint a receiver over the assets of the Lessee or a receiver is appointed over the assets of the Lessee;
 - 11.1.13. the Lessee (being an individual) is the subject of a bankruptcy petition or order;
 - 11.1.14. a creditor or encumbrancer of the Lessee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Lessee's assets and such attachment or process is not discharged within 14 days;
 - 11.1.15. any event occurs, or proceeding is taken, with respect to the Lessee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.6 to clause 11.1.13 (inclusive);
 - 11.1.16. the Lessee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 11.1.17. the Lessee (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- 11.2. For the purposes of clause 11.1.2, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Lessor would otherwise derive from:

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- 11.2.1.a substantial portion of the Agreement; or
- 11.2.2.any of the obligations set out in clause 8, over the term of the Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 11.3. The Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 11.4. If the Rental Agreement specifies a fixed duration for the Rental Period, then subject to the provisions of clause 11.1 neither the Lessee nor the Lessor shall be entitled to terminate the Agreement before the expiry of the that fixed period unless agreed otherwise by the parties.
- 11.5. If the Rental Period does not have a fixed duration either of the Lessee or the Lessor is entitled to terminate the Agreement upon giving to the other party any agreed period of notice. If no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Equipment by giving not less than three days' notice to the other party.

12. CONSEQUENCES OF TERMINATION

- 12.1 Upon termination or expiry of the Agreement, however caused:
 - 12.1.1.the Lessor's consent to the Lessee's possession of the Equipment shall terminate;
 - 12.1.2.the Lessee shall return the Equipment to the Lessor in compliance with the Return Conditions and to the location noted on the Rental Agreement, without delay and the Lessor may, by its authorised representatives, without notice and at the Lessee's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and
 - 12.1.3.without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to the Lessor on demand:
 - 12.1.3.1.all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.6;
 - 12.1.3.2.any costs and expenses incurred by the Lessor in recovering the Equipment and/or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
- 12.2. Upon termination of the Agreement pursuant to clause 11.1, any other repudiation of the Agreement by the Lessee which is accepted by the Lessor or pursuant to clause 11.3, or expiry of the Agreement at the end of the Rental Period, without prejudice to any other rights or remedies of the Lessor, the Lessee shall: (a) return the relevant Equipment to the address directed by the Lessor at the time and date shown on the Rental Agreement, or earlier as specified by the Lessor, together with all accessories and equipment, in good and proper condition and in accordance with the Return Conditions, fair wear and tear excepted (the Lessee must also sign a sheet and agree on any defects, damage or mechanical malfunction of any of the Equipment which mean such Equipment is not in accordance with the Return Conditions, and in such event the Lessee will pay such excess and other Return Condition charges as are calculated by the Lessor, in its discretion, including any costs and expenses incurred by the Lessor to repair, clean or refurbish any of the Equipment into the condition required by the Return Conditions and the Lessee shall pay the Rental until such repairs, cleaning and/or refurb have been completed); and (b) pay to the Lessor on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Agreement had continued from the date of such demand to the end of the Rental Period, less any discount calculated by the Lessor, in its discretion.
- 12.3. In the event of a dispute relating to the condition and/or utilisation of the Equipment on its return, the Equipment shall be examined by an engineer, appointed at the request of either party, of the Freight Transport Association whose report on the condition and/or utilisation of the Equipment shall be conclusive and binding on both parties. The engineer shall act as an expert and its costs shall be borne by the Lessee. Any time taken to settle such dispute may be charged to the Lessee and may include any loss of value arising during the period from the end of hire until sale of the equipment or settlement of the dispute (whichever is earlier) unless the expert conclusively decides in favour of the Lessee.
- 12.4. The Lessee also acknowledges that where it has rented a Vehicle from the Lessor it shall be liable to pay the Lessor at any time (if demanded): (a) if the parties have agreed that the cost of hiring the Vehicle will depend (in whole or in part) on the distance covered by the Vehicle: (i) a charge computed at the Lessor's standard rates (depending on the type of Vehicle) for the distance covered by the Vehicle from the commencement of the Rental Period until the Vehicle is returned; or (ii) an Excess Usage Charge. The number of miles/kilometres which the Vehicle shall be deemed to have covered under the Agreement shall be determined by reading the odometer installed by the manufacturer. If the odometer fails through mechanical breakdown or if the odometer seal being broken, the relevant charge shall be calculated by the Lessor (at its sole discretion) using (if applicable) any distance recorder fitted to the Vehicle or based upon full particulars regarding the use to which the Vehicle has been put during the Rental Period, which the Lessee shall furnish to the Lessor upon demand and which the Lessee warrants and represents as being true and accurate in all material respects (and in such circumstances the Lessee shall additionally pay the cost of repair of the odometer / hubometer unit or replacement of the broken seal on the unit, without prejudice to the generality of the remainder of the Agreement); (b) a time charge computed on a daily basis at the rate set out in the Rental Agreement from the commencement of the Rental Period until the Vehicle is returned (any part day being treated as a fully day); (c) a fuel and AdBlue charge computed on the basis of the amount of fuel and AdBlue required when the Vehicle is returned to bring the fuel and AdBlue levels up to the full position originally supplied by the Lessor unless otherwise agreed by the Lessor, in its discretion, (at the rate set out in the Standard Tariff Schedule in the Rental Agreement); (d) the Lessor's costs including reasonable legal fees incurred collecting payments due from the Lessee; (e) the Lessor's costs to repair collision or other damage to the Vehicle or the Lessor's full certified value of the Vehicle whichever is less; (f) if the Equipment exceeds the Permitted Utilisation Allowance, an excess charge amount at the rate set out in the Rental Agreement; and (g) any other costs which are applicable as set out under the Agreement.
- 12.5. The sums payable pursuant to clause 12.1.3.2 shall be agreed compensation for the Lessor's loss and shall be payable in addition to the sums payable pursuant to clause 12.1.3. Such sums may be partly or wholly recovered from any Deposit without waiver of the Lessor's right to receive the full amount owed by Lessee under this Agreement.
- 12.6. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 12.7. In the event that maintenance, service and tyres are not provided by Lessor where required (and without prejudice to the Lessee's obligations under this Agreement), then the Lessee's sole right and remedy will be to withhold payment of the element of Rental Payments which relates to the provision of the maintenance services and tyres. The amount of this maintenance element and tyre element will be notified to the Lessee by Lessor, such notification to be conclusive and binding on the Lessee.
- 12.8. If at any time whilst the Lessee has possession or control of Equipment in accordance with the Agreement, all or any of the Equipment is or becomes a Total Loss for insurance purposes the Lessee shall immediately on demand by the Lessor pay, or cause to be paid, to the

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Lessor: (a) all the insurance proceeds in respect of such Equipment; (b) an amount in respect of the shortfall between the insurance proceeds paid and the replacement value in respect of such Equipment; (c) any arrears of the Rental Payments as at the date of the Total Loss occurring; (d) the Rental Payments that would have been paid in the remainder of the term of the Agreement but for the Total Loss; (e) any amount charged by or due to the Owner in respect of the Equipment in excess of the amounts payable under clauses 12.8(a) to 12.8(d) inclusive (including without limitation financing charges) . Without limitation of the above, the Lessee will continue to pay the Rental Payment in respect of the Vehicle until insurance proceeds are received by the Lessor.

12.9. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect, including (without limitation) including clauses 2, 5.1, 5.5, 5.6, 7.2, 9.3, 9.4, 9.5 12, 14, 23, 24, 26 and 27.

13. FORCE MAJEURE

The Lessor shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the Lessor shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the Lessor may terminate the Agreement by giving 7 days' written notice to the Lessee.

14. CONFIDENTIAL INFORMATION

14.1. Each party undertakes that it shall not at any time during the Agreement, and for a period of five years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 14.2.

14.2. Each party may disclose the other party's confidential information:

14.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

15. DATA PROTECTION

15.1. In considering the Lessee's application, Lessor may use a credit scoring system, and will search the Lessee's record at credit reference and fraud prevention agencies which will record the search. Details provided by the Lessee and/or relating to this Agreement and/or any default by the Lessee under this Agreement will be added to such records. If the Lessee gives false or inaccurate information and Lessor suspects fraud Lessor will record this.

15.2. By entering this Agreement the Lessee agrees that Lessor may use information obtained about the Lessee as detailed above and Lessor may process information obtained on the Lessee by computer or otherwise and disclose it to other companies in Lessor group of companies, agents and advisors for the purposes of credit assessment, statistical analysis, administering this Agreement and market research purposes, including sending the Lessee marketing material and to other third parties to whom Lessor proposes to assign its interests under this Agreement. If the companies to whom Lessor transfers the Lessee's personal data are not in the UK or the European Economic Area, Lessor will ensure that those companies are bound by obligations to hold the Lessee's data securely and use it only for the purposes specified in this Agreement. The Lessee's name and address (and that of its staff) may also be added to a mailing list to be provided to selected companies whose services may be of interest to the Lessee to enable them to send the Lessee marketing material. The Lessee should inform Lessor if they do not wish to receive marketing material from Lessor or its associates

15.3. The Lessee shall provide Lessor's Data Privacy Policy (as shall be available upon request from Lessor) to all staff whose personal data will be processed by the Lessor under or in connection with this Agreement .

16. ASSIGNMENT AND OTHER DEALINGS

The Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

17. ENTIRE AGREEMENT

17.1. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

17.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

17.4. Nothing in this clause shall limit or exclude any liability for fraud.

18. VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) but Lessee should note that Lessor may amend its terms (including these Terms) from time to time, so Lessee should check these Terms for each contract to be entered into with the Lessee.

19. NO PARTNERSHIP OR AGENCY

19.1. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

19.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. FURTHER ASSURANCE

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At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Agreement.

21. THIRD PARTY RIGHTS

21.1. A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Agreement.

22. NOTICES

22.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

22.2. Any notice shall be deemed to have been received:

22.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

22.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

22.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

23. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. RIGHTS AND REMEDIES

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. SEVERANCE

25.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

25.2. If one party gives notice to the other of the possibility that any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

27. JURISDICTION

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

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SCHEDULE 1 - RETURN CONDITIONS

1. The Lessee agrees upon the expiration of the Rental Period or upon earlier termination of this Agreement to return the Equipment to Lessor at the location noted on the Rental Agreement or such address within the United Kingdom as Lessor shall specify.
2. The Lessee shall, upon on the return of the Equipment to Lessor, ensure that it is in the same operating order repair and condition as when delivered to the higher (ordinary wear and tear accepted) and in particular (but without prejudice to the generality of the foregoing) that the Equipment:
 - 2.2. has (if applicable) a full Department of Transport test certificate valid for a minimum of nine months and complies with all legal requirements for use on roads in the United Kingdom;
 - 2.3. is returned with the full maintenance history records under other applicable documentation;
 - 2.4. is thoroughly cleaned internally and externally;
 - 2.5. including all bodywork and accessories, shall be free of all advertising, insignia or livery or any evidence thereof and any remedial work necessary shall have been carried out prior to re-delivery of the Equipment to Lessor;
 - 2.6. has (if applicable) a chassis free from cracks, distortion, corrosion and correctly repaired fractures. Wings, side skirting, mudguards to be free from damage;
 - 2.7. (where the Lessee has responsibility for wear, maintenance and/or repair of tyres): is fitted with first life casing tyres (if first case tyres were originally fitted), including a spare (if originally supplied) which fully comply with all legal requirements for equipment of its type; have at least 10MM of their original tread depth remaining and are of premium specification; and does not use remoulded, re-treaded or regrooved tyres;
 - 2.8. that has tyres, for those tyres on and/or supplied with the Equipment to be free from cuts, gouges, flat spots, damage to the sidewalls and be inflated to the correct pressures and not punctured.
3. In the event that the Equipment comprises any equipment of the type mentioned below in sub-clauses 3.2 to 3.9 (inclusive), the Lessee shall in addition and without prejudice to its obligations under clause 2 of this Schedule ensure that such Equipment upon its return to Lessor complies with the following requirements, :
 - 3.2. for tilt/ Curtainsider trailers - curtains and tilt covers to be free from tears, tears with patches not to exceed 5% of the surface area;
 - 3.3. for platform trailers – floors to be firm and unholed. No boards shall be missing on deck work;
 - 3.4. for box trailers - bodywork and doors to be free from puncture holes and scratches should not exceed 5% of the surface area;
 - 3.5. for skeletal trailers- all twistlocks must be present and fully functional;
 - 3.6. for refrigerated trailers - temperature control unit (if any) to be maintained to manufacturer standards, overhauled as stipulated, operate efficiently, being good working order and supported by an up to date operating conditions certificate from the manufacturer's servicing agent. insulation (if any) to be undamaged;
 - 3.7. for tipper trailers - body work to be free from puncture holes, distortion, corrosion or contamination with all body seem welds in good order and tailgate fully operable;
 - 3.8. for any tail lift, crane, pumping, PTO or other ancillary equipment to be in good condition and operate efficiently;
 - 3.9. for tanker trailers only to have been used with suitable products and interior to be cleaned and in a degassed condition. no evidence of pitting or reduced shell thickness should be present and all ladders and handrails must be intact.