

**VEHICLE SALE & HIRE TERMS – LEEDS TRAILER HIRE
LIMITED**

January 2013 Edition

1 DEFINITIONS

The definitions in the Glossary apply.

2 CONTRACT BASIS

2.1 These Terms will apply in the Contract to the exclusion of all inconsistent terms, conditions, statements or obligations howsoever binding on the parties (and, for the avoidance of doubt, to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing).

2.2 A quotation for the sale or hire of any Vehicle(s) given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of **[20 Business Days]** from its date of issue.

2.3 The Order constitutes an offer by the Customer to purchase or hire the Vehicle(s) in accordance with these Terms. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.4 The Order shall be deemed to be accepted on these Terms on the earlier of: (1) the Supplier issuing a written acceptance of the Order on these Terms; (2) both parties having signed the Order Form; or (3) the Supplier supplying the Vehicle(s).

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any variation of the Contract will be in writing and signed by or on behalf of the parties for it to be binding.

3 DESCRIPTION

Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's websites, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Vehicle(s) described in them. They shall not form part of the Contract or have any contractual force. The Supplier reserves the right to amend the specification of the Vehicle(s) if required by any statutory or regulatory requirements. The Customer must satisfy itself that the Vehicle(s) are suitable for its intended business use.

4 HIRE TERMS

The following provisions of clause 4 apply in respect of any Vehicle(s) hired from the Supplier under the Contract:

4.1 Particulars

The Order Form specifies the Vehicle(s) to be hired, the duration of the hire, the amount of the rent and any other charges and payments, the frequency and timing of all those payments, the dates of all those payments and the manner in which those payments will be determined if not fixed payments.

4.2 Quite Enjoyment

Subject to the Supplier's rights under the Contract or the law, the Supplier will not interfere with the quite use, possession enjoyment and operation of the hired Vehicle(s) by the Customer.

4.3 [Road Tax (if applicable)]

The Supplier will supply the Vehicle(s) for hire, where applicable, with licences under the Vehicles (Excise) Act 1971 (or equivalent or replacement licences applicable in the United Kingdom from time to time). However, if the cost of any such licences increases during the hire period for any Vehicle(s) then the Customer will pay for the amount of the increase.]

4.4 Customer's Hire Obligations

During the hire period (unless and until the Supplier expressly confirms or agrees in writing otherwise) the Customer will:

- 4.4.1 when selecting any Vehicle ensure that it is suitable for intended use;
- 4.4.2 pay the rent and any other charges and payments as and when they become due and payable (whether or not the Customer has any actual or potential use of that Vehicle for any reason);
- 4.4.3 properly and safely use the Vehicle(s) for the Customer's own business purposes in the United Kingdom only (and in accordance with the law, these Terms and all lawful instructions of the manufacturer of the Vehicle(s) (if any) and/or the Supplier);
- 4.4.4 not resell, sub-let, hire out, copy or otherwise commercially exploit any Vehicle(s) in a manner and/or for a purpose not permitted under the Contract and/or the law (and/or do anything which prejudices the ownership, repossession or future commercial exploitation of the Vehicle(s) by the Supplier);

4.4.5 not paint, alter or modify or seek to improve (in each case structurally and/or cosmetically) any Vehicle(s) in any respect (although the Supplier reserves the right to modify any Vehicle(s) at any reasonable time to the extent required by law);

4.4.6 fully be responsible for all tyre damage and/or punctures;

4.4.7 keep the Vehicle(s) in good repair and condition (with fair wear and tear excepted) and, where applicable, adequately serviced (having regard to manufacturer requirements, mileage and time intervals) – however, the Vehicle(s) must only be repaired or serviced by a garage or technician approved by the Supplier in writing and all recovery and/or transportation costs to and from any such garage or technician will be paid for by the Customer;

4.4.8 ensure that it continues to have all necessary legal and regulatory licences and authorities to use the Vehicle(s);

4.4.9 ensure that all steps are taken to prevent the Vehicle(s) being damaged, lost or stolen;

4.4.10 notify the Supplier without delay: (1) if the Customer ceases to have the right to use any Vehicle(s) as a result of anything connected with the Customer's operator's licence or otherwise; and/or (2) any Vehicle is lost, stolen or damaged;

4.4.11 in respect of the insurance:

- (1) keep the Vehicle(s) adequately insured to at least their respective full replacement values or net book values (whichever is the higher) during the applicable hire period with an insurance company of good repute against loss, theft or damage from all risks (including, but not limited to, third party risks);
- (2) ensure that the insurers endorse a note on the insurance policy naming the Supplier as loss payee;
- (3) not do or allow anything to be done that may entitle the insurers to repudiate, and/or not pay out in respect of, any insurance claim for any reason;
- (4) notify the Supplier without delay if an insurance claim can be made against that insurance policy and keep the Supplier informed of all material developments concerning such insurance claim; and
- (5) fully co-operate with the Supplier so that any amount paid out under the insurance policy is (at the Supplier's choice) used to make good the damage, pay for any replacement similar vehicle(s) or to compensate the Supplier for its losses (with any shortfall made up by the Customer or excess paid over to the Customer);

4.4.12 [pay all taxes and impositions in respect of any Vehicle(s) and its letting other than: (1) those for which the Supplier is liable under the Contract or in respect of its profits; and (2) any VAT which the Supplier is entitled to reclaim from HM Revenue & Customs;]

4.4.13 fully reimburse the Supplier in full, on demand, any sums paid by the Supplier which the Customer is required to pay under and/or in relation to any Vehicle(s); and

4.4.14 allow the Supplier and/or any Supplier Representative to inspect any Vehicle(s) at any reasonable time on reasonable notice for any purpose concerning the Contract.

4.5 Title

Nothing under these Terms will transfer title to any hired Vehicle(s) from the Supplier to the Customer.

SALE & PURCHASE

5.1 Delivery

5.1.1 Where practicable, the Supplier may deliver the Vehicle(s) by instalments. Each such instalment shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract (and references to "the Contract" or similar wording will be construed accordingly). Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5.1.2 Any delivery date in the Order Form is an approximate date only, and the time of delivery is not of the essence. The Supplier will use reasonable endeavours to supply any Vehicle(s) as soon as reasonably practicable on or after the delivery date specified in the Order Form.

5.1.3 Where delivery is to take place at the Supplier's premises by the Customer collecting the Vehicle(s), the Vehicle(s) will be at the Customer's risk and cost (to include cost of storage and insurance) from and including the second Business Day after the Supplier has notified the Customer in writing that the Vehicle(s) is/are available for collection. If the Customer does not collect the Vehicle(s) within a further 10 Business Days for any reason, the Supplier may resell or otherwise dispose of the Vehicle(s) (after deducting reasonable storage,

	insurance and reselling costs) and if already paid for either account to the Customer for any excess resale or disposal proceeds received over the sale price of the Vehicle(s) under the Contract or (whether or not payment has been received) charge the Customer for any shortfall below the sale price under the Contract.	6.10	If any invoice is disputed, the Customer will pay the undisputed amount in full without delay on the payment due date (and any amount settled in respect of the disputed amount without delay on the settlement being reached).
5.1.4	Where the Supplier has agreed to make delivery anywhere other than the Supplier's own premises: (1) the delivery will take place at the delivery location specified in the Order Form; (2) leaving the Vehicle(s) on any property or land owned or used by the Customer at the delivery location will be sufficient for delivery to have taken place; and (3) the Supplier reserves the right to leave the Vehicle(s) near the Customer's property or land or to reschedule delivery (at the Customer's risk and cost, to include cost of storage and insurance) if for health and safety reasons or as a result of any Force Majeure Event delivery cannot take place as scheduled. If the Customer does not take delivery of the Vehicle(s) within 10 Business Days of any rescheduled delivery date for any reason, the provisions of clause 5.1.3 shall apply.	6.11	The Customer must tell the Supplier promptly in writing if the Customer amends any bank account details that may affect the Customer's payment arrangements.
			SUPPLIER PROPERTY
			All materials, equipment and tools, drawings, specifications and data supplied by Supplier to the Customer will at all times be and remain the exclusive property of Supplier (but will be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Supplier, and will not be disposed of or used other than in accordance with Supplier written instructions or authorisation).
			CONFIDENTIALITY
5.2	Title & Risk	8.1	Subject to clause 8.2, the Customer will ensure that it and Customer Representatives keep the Confidential Information in strict confidence and not disclose the same (without prejudice to any common law and/or equitable duty of confidence applicable during the Contract and/or after its termination for any reason).
5.2.1	Risk of damage to or loss of the Vehicle(s) (to include, but not limited to, the responsibility to insure them) will pass to the Customer on delivery. However, the Customer will own them only when: (1) the Customer has paid for them in full and fully cleared funds; and (2) without prejudice to clause 5.2.1(1), the Customer has paid all other amounts due and payable under and/or in relation to that Contract in full and fully cleared funds.	8.2	The Customer may disclose Confidential Information to: (1) such Customer Representatives as need to know it for the purpose of discharging the Customer's obligations to the Supplier, and will ensure that such Customer Representatives are subject to obligations of confidentiality corresponding to those which bind the Customer; and/or (2) any third party to whom the disclosure must be made under any applicable mandatory law; and/or (3) any person, strictly in the context of the information coming into the public domain through no fault, act or omission of the Customer (and/or any of its employees, agents and sub-contractors).
5.2.2	Until the Customer has made the payments under clause 5.2.1(1) (and, where applicable, clause 5.2.1(2)) in full and fully cleared funds, the Customer will: (1) not claim to be an owner of the Vehicle(s) (and ensure that the Customer's accounts do not show the Vehicle(s) as the Customer's asset); and (2) hold them as the Supplier's fiduciary agent and/or bailee and keep them separately stored and identified as the Supplier property, in the same condition as the Customer received them (with all appropriate labels on the Vehicle(s) identifying them as the Supplier assets); and (3) not allow them to become subject to any pledge, lien, charge, third party right or interest or other encumbrance whatsoever; and (4) only sell them in the ordinary course of business at the best price possible in the commercial context and on the basis that the amount realised is kept separate for payment to the Supplier (with the Customer remaining liable for any shortfall).	9	CUSTOMER'S OBLIGATIONS
		9.1	The Customer will comply with all lawful instructions of the manufacturer of the Vehicle(s) and/or the Supplier concerning storage, use or maintenance of the Vehicle(s).
		9.2	Without prejudice to any other rights of Supplier, if the Customer does not comply with any of its Material obligations under the Contract for any reason (and any non-payment of an amount due as required by the Contract will automatically be deemed non-compliance with a Material obligation) the Supplier may as appropriate:
5.3	Defects		9.2.1 suspend or delay the supply, delivery, testing, configuration or any other performance obligations concerning any Vehicle(s) for any period of time unless and until the Customer fully remedies and is in full compliance of such obligations; and/or
	If any Vehicle(s) does/do not conform in any respect with the Contract, in circumstances when Supplier is not the manufacturer, the Customer's sole and exclusive remedy will be as set out in clause 10.		9.2.2 suspend for any period or terminate the hiring of any Vehicle(s); and/or
6	PAYMENT TERMS		9.2.3 in respect of an overdue payment, charge interest on such sum from the due date until full payment is received in fully cleared funds, at an interest rate of 1% per month (or, if higher, the annual interest rate from time to time specified by the Late Payment of Commercial Debts (Interest) Act 1998)) to accrue daily before and after any judgment
6.1	The Customer will pay such price, fees, rentals, charges and other contractual payments as are set out in the Order Form, by the dates set out in the Order Form, or as otherwise from time to time expressly agreed in writing by the parties. [However, the Supplier reserves the right to increase the rentals for any hired Vehicle on any one or more anniversaries of the hire period for that Vehicle at a rate of 2% or, if higher, at a rate to be calculated by reference to the Retain Price Index as published by the Office of National Statistics for the 12 months preceding such anniversary.]	9.3	The Customer will indemnify and keep indemnified the Supplier against any and all Detriments of the Supplier arising out of or in connection with the Customer's breach and/or non-observance and/or non-compliance and/or non-performance with any and all of its obligations and duties under and/or in relation to the Contract.
6.2	Any price contained in the Order Form or otherwise excludes VAT, which the Supplier will add to its invoices at the appropriate rate.	10	CUSTOMER CARE
6.3	Invoices that are issued will be paid by the Customer in full, and in fully cleared funds, strictly within 30 days of deemed receipt of the invoice. An invoice will be deemed received on the same terms as a notice is deemed served under clause 13.	10.1	The following provisions of clause 10 apply subject to clause 11.
6.4	Rents under any hire Contract will be paid on the due date for payment.	10.2	The Supplier and the Customer will discuss in good faith any reasonable complaint, grievance or claim that the Customer has regarding the ordered Vehicle(s), to reach a reasonable solution.
6.5	All amounts payable to the Supplier under the Contract will become due immediately on termination or deemed termination of the Contract for any reason, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under the Contract or otherwise.	10.3	If the Customer (in good faith and acting reasonably) is not satisfied with the standard of any supplied Vehicle(s) the following will apply:
6.6	Receipt and/or banking of a payment less than the invoiced or rental amount will not be deemed a waiver of the reminder unless and until such waiver is made or confirmed expressly in writing by the Supplier.	10.3.1	The Customer will notify the Supplier in writing as follows: (1) <i>for apparent or reasonably apparent defects in any Vehicle(s)</i> , without delay on receipt of that Vehicle; and (2) <i>for any other defect in any Vehicle(s)</i> , within 48 hours of discovering or becoming aware of the defect (provided such discovery or awareness is made within twelve months of the delivery of the Vehicle, as the case may be).
6.7	All payments to the Supplier must be made in pounds sterling and in full (without any contractual, common law or other deduction, set off, counter-claim, discount, abatement or otherwise).	10.3.2	The Customer will arrange with the Supplier for appropriate inspections and/or tests to be carried out. The Customer will also give the Supplier and Supplier Representatives full access to all of the Customer's personnel, information, data, records and materials reasonably required by or on behalf of the Supplier for the purposes of this clause 10.
6.8	The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.	10.3.3	The Supplier will exercise reasonable endeavours to transfer to the Customer the benefit of any product and/or service warranty, guarantee or indemnity from the manufacturer of the Vehicle(s) and/or any supplier of the Vehicle(s) to the Supplier, provided that: (1) the Customer has paid for the Vehicle(s) in full and fully cleared funds; and (2) the Customer is in full compliance with these Terms.
6.9	The Supplier may, as part of its credit procedure: (1) carry out a credit check on the Customer; and/or (2) require a deposit (or other form of security approved in writing by the Supplier) for the Vehicle(s) or as initial rental at any time before full payment or the first rental is received by the Supplier in fully cleared funds under the Contract.		

- 10.4 The Supplier's obligations do not extend to maintenance, repair, replacement, refund or discount to the extent necessitated or caused or arising from any: (1) fair wear and tear; and/or (2) unusual stress; and/or (3) any circumstance or event falling outside the scope of Supplier' responsibility under the Contract; and/or (4) where the Customer has not paid in full, in fully cleared funds, the price, rentals, fees, charges or other payments under the terms of the Contract.
- 10.5 Any Vehicle(s) to be returned to the Supplier under this clause 10, or as otherwise expressly agreed by the parties in writing, must be done in accordance with the Supplier's written instructions (in no worse condition than as the date of notification under clause 10.3.1).

11 LIABILITY LIMITATIONS/EXCLUSIONS

- 11.1 The following provisions set out the entire financial liability of the Supplier to the Customer under statute, contract, common law (including, but not limited to, the tort of negligence or any other tort whatsoever), equity or otherwise in respect of: (1) any breach and/or non-observance and/or non-compliance and/or non-performance of the Contract and/or any statutory or other legal requirement by the Supplier; and/or (2) any use made by the Customer of the whole or any part of the Vehicle(s); and/or (3) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 11.2 The Supplier does not represent or warrant that the Customer's use of the Vehicle(s) will result in any particular outcome (and/or achieve any particular objective) for the Customer.
- 11.3 Except as expressly and specifically provided in these Terms, the Supplier will have no liability for any Detriments of the Customer in any way resulting from: (1) any circumstance or event caught by clause 10.4 and/or any infringement arising from the combination of any Vehicle(s) with any other products or services not supplied by the Supplier; and/or (2) the Customer's own acts or omissions (to include, but not limited to, non-compliance with the terms of the Contract for any reason); and/or (4) any Force Majeure Event; and/or (5) the Customer has not mitigated its mitigateable losses (to include, but not limited to, recovery from a third party).
- 11.4 The Supplier will not be liable for the following (whether or not the Customer was advised or was aware in advance of the possibility of such losses): (1) loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, or loss or corruption of data or information – whether of a direct, indirect, consequential or special nature; and/or (2) any special, indirect or consequential losses.
- 11.5 The Supplier total aggregate liability in connection any and all statutory, contractual, common law, equitable or other claims under and/or in relation to the Contract will be limited to £[].

12 TERMINATION

- 12.1 Either party may terminate the Contract in respect of hiring any Vehicle(s) by serving a written notice of at least [60 Business Days] on the other party.
- 12.2 Without prejudice to any other rights or remedies to which it may be entitled, the Supplier may terminate the Contract without liability to the Customer if the Customer commits a Material breach and/or non-observance and/or non-compliance and/or non-performance of the Contract (and, if remediable, fails to remedy that breach and/or non-observance and/or non-compliance and/or non-performance of the Contract within 30 days of the Customer being notified in writing to do so).
- 12.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if any of the following occurs in respect of the other party (the "Defaulting Party"):
- 12.3.1 the Defaulting Party 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; and/or
- 12.3.2 the Defaulting Party commences negotiations (or enters into any binding agreement) 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 creditors; and/or
- 12.3.3 the Defaulting Party passes a resolution (or an order is made) for its winding up; and/or
- 12.3.4 a creditor or encumbrancer attaches or take 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 Defaulting Party's assets and such attachment or process is not discharged within 14 days; and/or
- 12.3.5 the Defaulting Party makes an application to the court (or an order is made on the application by any person) for the appointment of an administrator, receiver, administrative receiver, liquidator or any similar officer over the Defaulting Party and/or its assets; and/or
- 12.3.6 the Defaulting Party makes an application to the court (or an order is made on the application of any person), for the appointment of an administrator, receiver, administrative receiver, liquidator or any similar officer over the Defaulting Party and/or its assets; and/or
- 12.3.7 any person becomes entitled to appoint an administrator, receiver, administrative receiver, liquidator or any similar officer over the Defaulting Party and/or its assets; and/or

- 12.3.8 any director(s) or members of the Defaulting Party apply to Companies House to have the name of the Defaulting Party struck off the statutory register of companies; and/or
- 12.3.9 Companies House publishes a notice that it wishes to strike the name of the Defaulting Party off the statutory register of companies; and/or
- 12.3.10 the Defaulting Party is dissolved or deemed dissolved for any reason; and/or
- 12.3.11 any event occurs, or proceeding is taken, with respect to the Defaulting Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clauses 12.3 above; and/or
- 12.3.12 the Defaulting Party ceases, or threatens to cease, to carry on all or substantially the whole of its business.

Termination of the Contract, however arising, will not affect or prejudice the accrued rights of the parties as at termination concerning the period up to and including such termination (and/or the continuation of any provision expressly stated to survive, or implicitly surviving, termination).

On termination of the Contract for any reason:

- 12.5.1 all licences, if any, granted under the Contract immediately terminate;
- 12.5.2 each party will return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party; and
- 12.5.3 in respect of the hiring of Vehicle(s):
- (1) all amounts owed to the Supplier (whether or not then due but for this clause) become immediately due and payable in full (to include, but not limited to, rent and any other charges and payments, the cost of repairs required as at the termination date other than for fair wear and tear, compensation for loss resulting to the Supplier calculated in good faith by the Supplier taking into account all factors the Supplier deems appropriate and any sums that the supplier is entitled to by way of damages); and
 - (2) the Vehicle(s) must be returned without delay to the Supplier in a state and condition required to be maintained under the Contract (and at such location as the Supplier specifies in writing); and
 - (3) without prejudice to clause 12.5.3(2), if the Supplier wishes to collect the hired Vehicle(s) for any reason, allow the Supplier to access the Customer's premises to collect such Vehicle(s).

13 NOTICES

Each party will keep the other party informed of its contact details. All notices given under or in respect of these Terms or any other part of the Contract will be: (1) given in writing and in the English language; and (2) be sent to the last known postal address, or fax number, of the other party; and (3) be deemed served: 72 hours after dispatch (if posted), 48 hours after confirmed dispatch (if faxed or emailed) or immediately (if delivered by hand).

14 GENERAL ISSUES

- The laws of England and Wales will govern these Terms and the Contract in all respects. The courts of England and Wales will have exclusive jurisdiction unless Supplier expressly states otherwise in writing for enforcement reasons.
- These Terms are to apply to the fullest extent permitted by law. If any provision of these Terms or the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal: (1) it will apply with whatever minimum modification (or, as a last resort, minimum deletion) is necessary to give effect to the commercial intention of the parties; and (2) the other provisions will remain in force; and (3) the parties will co-operate in full and in good faith for the purposes of this clause 14.2.
- The Customer will not (without the prior written consent of the Supplier) assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. However, the Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- Nothing in the Contract is intended to or will operate to create a partnership between the parties, or to authorise either party to act as agent for the other.
- Except as otherwise expressly stated in this Contract, a third party shall not be entitled to enforce this Contract under the Contract (Rights of Third Parties) Act 1999.
- A purported waiver or release by a party is only valid and binding if made expressly in writing by that party.
- The Order Form and/or Contract may be signed in counterparts. Emailed or faxed signature pages to the Order Form and/or Contract are just as valid as originals containing "ink" or "wet" signatures.

- 14.8 The expressions 'including', 'include', 'in particular' or any similar expression will not limit the sense of the words appearing before them. The headings and sub-headings are not intended (and will not be deemed) to affect interpretation of the Terms. A 'person' includes a natural person, any body corporate or unincorporated body (whether or not having separate legal personality). Any obligation on a person not to do anything includes an obligation not to agree, allow, permit or acquiesce in that thing being done by another person. 'written' or 'in writing' includes faxes and/or emails with confirmed dispatch. A reference to any statute or statutory provision includes all subordinate legislation made under it and is a reference to it (including the subordinate legislation) in force from time to time. Any reference to one gender includes all other genders and entities with no gender. Any reference to any party to the Contract by name or otherwise is to that party its respective trustees, court appointed deputies, attorneys, personal representatives, successors in title and estate).
- 14.9 Nothing in these Terms is to be interpreted or operate to exclude and/or limit the liability of any party: (1) for death or personal injury caused by that party's negligence; and/or (2) for fraud or fraudulent misrepresentation; and/or (3) for any other matter for which liability can not be excluded and/or limited under the law by agreement between the parties. All terms of the Contract are to be subject to this clause 14.9.

GLOSSARY

Confidential information: terms of the Contract and all technical or commercial know-how, specifications, inventions, processes or initiatives which are (and/or can reasonably be deemed to be) of a confidential nature and have been disclosed to the Customer by the Supplier and/or any Supplier Representative.

Contract: any binding agreement, arrangement, commitment or arrangement whereby the Customer purchases or hires any Vehicle(s) from Supplier (and/or where Supplier supplies the same to the Customer) formed in accordance with these Terms and incorporating the Order Form.

Customer: the person, firm or company who purchases or hires the Vehicle(s) from the Supplier.

Customer Representative: any Officer, employee, non-employed worker, agent, contractor or representative of the Customer.

Defaulting Party: has the meaning given in clause 12.3.

Detriments: losses, damages, claims, costs, fees, charges, fines, penalties, expenses and other detriments whatsoever (to include, but not limited to, reasonable professional fees and expenses incurred whether or not any mediation, arbitration or litigation is involved).

Force Majeure Event: an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been reasonably foreseen by such party (or such person), or, if it could have been so foreseen, was reasonably unavoidable (*to include, but not limited to acts of God, storms, floods, natural disasters, road traffic accidents, traffic congestion, vehicle breakdown, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared), armed hostilities or other national or international calamity, one or more acts of terrorism, failure of energy sources or any breach of contract or act or omission of the manufacturer of any Vehicle and/or any supplier of the Supplier*).

Intellectual Property Rights or IPR: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Material: a thing is "material" if a reasonably prudent person would deem that thing to be so serious, substantial, important, necessary or relevant (taking into account its nature, extent and consequences) that that thing must not be ignored in any decision making and/or other activity concerning that person or his, her or its assets, rights, obligations, interests or affairs – and **Materially** will be construed accordingly.

Officer: has the meaning given in Section 1173 of the Companies Act 2006.

Order: the Customer's order for the purchase and/or hire of any Vehicle(s).

Order Form: the order form in which the particulars of the Order are specified.

Supplier: Leeds Trailer Hire Limited (registered number 08294834), whose contact details are set out in the Order Form..

Supplier Representative: any Officer, employee, non-employed worker, agent, contractor or representative of the Supplier.

Terms: these standard terms and conditions of the Supplier (and **clause** will be interpreted accordingly).

VAT: value added tax chargeable under English law (and/or any replacement or additional such tax or levy from time to time).

Vehicle: the vehicle, trailer or other such goods specified in the Order Form (together with any spare parts and/or tools and/or materials and/or documentation provided with or on the same).