



CONDITIONS

1 INTERPRETATION AND DEFINITIONS OF WORDS USED IN THIS AGREEMENT

1.1 The following definitions and rules of interpretation apply in this Agreement.

"Authorised Provider": means any repair or servicing provider authorised by Rapid to carry out the De-Installation Process and/or any maintenance or servicing of the Vehicle.

"Authority": means any civil or local authority, the police and/or any other persons who are entitled to, amongst other things, seize the Vehicle or charge the Hirer in relation to the Hirer's use of the Vehicle.

"Business Day": means any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Business Hours": the period from 9.00am to 5.00pm on any Business Day.

"BVRLA": means the British Vehicle Rental & Leasing Association.

"Conditions": means these terms and conditions, which follow the Schedule.

"Continuous Payment Authority": means consent given by the Hirer to Rapid to make one or more requests to a payment service provider (such as SAGE Pay) for one or more payments from the Hirer's bank account.

"De-Installation Process": has the meaning set out in clause 18.

"Delivery": means the delivery of the Vehicle to the Hirer at the Place of Delivery.

"Deposit": the deposit amount set out in the Schedule.

"Event": has the meaning set out in clause 17.1.

"Excess Mileage Charge": has the meaning set out in clause 8.2.

"Fleet Policy": has meaning set out in clause 16.2.

"Hire Fees": means the payments to made by or on behalf of the Hirer for the hire of the Vehicle as set out in the Schedule, as the same may be varied by Rapid in accordance with the terms of this Agreement.



“Hire Start Date”: means the date on which the Hire Term starts, as set out in the Schedule.

“Hire Term”: means the period as set out in the Schedule for which the Vehicle is to be hired, as adjusted by reason of all agreed Payment Holidays.

“Hirer”: means the hirer named in the Schedule.

“Immobiliser”: has the meaning set out in clause 9.2.

“Insurance Policy Excess”: the insurance policy excess set out in the Schedule.

“Minimum Rental Period”: means a period of 12 months, commencing on the Hire Start Date.

“Payment Holiday”: has the meaning set out in clause 5.6.

“Permitted Countries” means England, Scotland and Wales.

“PHV Licence”: means a private hire vehicle licence, issued by Transport for London or by any other relevant local authority for areas outside of London.

“Place of Delivery”: means the collection location for the Vehicle, as notified by Rapid to the Hirer.

“Purchase Option”: means the Hirer’s option to purchase the Vehicle, as more fully described in clause 10.

“Purchase Option Price”: means the amount as set out in the Schedule.

“Schedule”: means the schedule preceding the Conditions.

“Supplier”: means the supplier named in the Schedule.

“Telematics Data”: has the meaning set out in clause 9.1.

“Telematics Device”: has the meaning set out in clause 9.1.

“Total Loss”: means if the Vehicle is lost or stolen or there is (in Rapid’s or the insurer’s opinion) an actual or constructive loss of the Vehicle.

“VAT”: means value added tax or an equivalent tax chargeable in the UK or elsewhere.



“Vehicle”: means the vehicle described in the 'Vehicle Details' section of the Schedule (which shall include any ancillary equipment, service manuals, handbooks, log books, keys, tools, parts and service history records supplied with and/or fitted to the Vehicle at the time of Delivery, and any substitutions, replacements or renewals of the same thereafter).

“Weekly Mileage Limit”: means the permitted weekly mileage allowance for the Vehicle as set out in the Schedule.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 References to clauses are to clauses of this Agreement.
- 1.4 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.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to **writing** or **written** excludes fax but not email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2 HIRE TERM

- 2.1 Rapid agrees to allow the Hirer take on hire the Vehicle subject to the terms and conditions of this Agreement, which for the avoidance of doubt shall include the terms of the Schedule and these Conditions.
- 2.2 The Hire Term starts on the Hire Start Date and shall continue for the Hire Term unless:
 - 2.2.1 this Agreement and/or the hiring of the Vehicle is terminated earlier in accordance with the terms of the Agreement; or



2.2.2 the Hire Term is extended by way of a Payment Holiday; or

2.2.3 the Hirer otherwise exercises its right, or elects, to take title to the Vehicle in accordance with the terms of this Agreement.

2.3 Provided that no Event has occurred, the Hirer shall be entitled to enjoy quiet possession of the Vehicle for the Hire Term.

3 REPRESENTATIONS AND WARRANTIES

3.1 The Hirer represents and warrants to Rapid on: (i) the date that the Hirer signs this Agreement; and (ii) the Hire Start Date, that:

3.1.1 the Hirer has been a registered citizen of the United Kingdom for at least 3 years and/or is eligible to work in the United Kingdom;

3.1.2 the Hirer is not subject to any restrictions or bans which prohibit the Hirer to drive the Vehicle by law;

3.1.3 there are no prosecutions or police enquiries threatened against the Hirer or pending in relation to the Hirer;

3.1.4 the Hirer holds all necessary current licences (including a valid PHV Licence), permits, permissions, certificates, registrations, authorisations and insurances in respect of the Vehicle and themselves in order to use the Vehicle, such licences in respect of the Hirer to include a full and not a provisional driving licence; and

3.1.5 the Hirer has not been declared bankrupt, and to the best of the Hirer's knowledge and belief, no litigation or bankruptcy proceedings are current, pending or threatened against the Hirer or any of the Hirer's assets and neither the Hirer nor any of the Hirer's assets are subject to any individual voluntary arrangement with a creditor.

4 HIRER'S OBLIGATIONS AND THE SERVICING OF THE VEHICLE

4.1 The Hirer agrees that:

4.1.1 it will not allow or suffer a bailiff, or other officer, to attach, seize or impound the Vehicle or any of the Hirer's assets or goods pursuant to a court order, nor present, or suffer to be presented, against it any application for an interim order or petition for a bankruptcy order within the meaning of the Insolvency Act 1986, nor shall it enter into or attempt to enter into a composition with the Hirer's creditors, nor



shall it call, or suffer to be called, a meeting whether formal or informal with the Hirer's creditors or any of them;

4.1.2 it will not without the prior written consent of Rapid, take or use the Vehicle outside the Permitted Countries or permit anyone to do so;

4.1.3 it will not mortgage, charge, pledge, assign, underlet or lend the Vehicle, nor mortgage, charge, transfer or assign its interests and/or obligations under this Agreement.

4.1.4 it will not sell (or attempt to sell) or in any way dispose of, deal in, or otherwise encumber the Vehicle or any interest in it;

4.1.5 it will not overload the Vehicle in excess of the Vehicle's carrying capacity or permit the Vehicle to be overloaded;

4.1.6 it will not do or permit to be done any act or thing which will or may jeopardise Rapid's rights, title and interest in the Vehicle;

4.1.7 it will not alter or modify the Vehicle in any way, or affix any materials to the Vehicle, without the prior written consent of Rapid;

4.1.8 it will only use the Vehicle wholly or predominantly for business purposes and it will ensure that the Vehicle is used properly and safely in accordance with all applicable laws and without risk to health;

4.1.9 it will not carry anything which may harm the Vehicle (including any explosive or combustible materials);

4.1.10 it will not change the Vehicle's registration plates or wheels, or remove any private licence vehicle plates or similar documentation, without the prior written consent of Rapid;

4.1.11 it will not permit any other person to drive the Vehicle, except where this is necessary for:

4.1.11.1 the purposes of servicing, maintenance or repairs;
or

4.1.11.2 the recovery or repossession of the Vehicle in the event of breakdown; or



- 4.1.11.3 the recovery or repossession of the Vehicle in the event of the termination of the hiring of the Vehicle hereunder;
- 4.1.12 it will not permit the Vehicle to be used for racing, for driving instruction or tuition, for competition, for towing or propelling, or for trials or sporting competitions of any kind, or for any illegal purpose;
- 4.1.13 it will not use the Vehicle off road or on roads unsuitable for the Vehicle (including racetracks);
- 4.1.14 it will not use the Vehicle in restricted areas, including airport service roads and associated areas;
- 4.1.15 it will not use the Vehicle to carry more passengers than the Vehicle is licensed to carry, nor use the Vehicle in a manner which poses a risk to other road users, passengers and/or members of the public;
- 4.1.16 it will not use the Vehicle contrary to or outside the provisions of any insurance policy entered in connection with the Vehicle, including the Fleet Policy;
- 4.1.17 it will, upon Rapid's request, make the Vehicle available for inspection by Rapid or its authorised agents and the Hirer will comply with all of Rapid's other reasonable requests in relation to such inspection;
- 4.1.18 it will not use the Vehicle if the Hirer is under the influence of any drug or substance which is prohibited by law or which may impair the Hirer's ability to use the Vehicle;
- 4.1.19 subject to clauses 4.2, 4.3 and 4.4 below, the Hirer shall maintain the Vehicle at all times, at the Hirer's cost and expense, in a fit and proper manner in accordance with the manufacturer's instructions and recommendations (and in a manner preserving the manufacturer's warranty), including by:
 - 4.1.19.1 performing reasonable checks and maintenance of oil and water levels, hydraulic and brake fluid levels, anti-freeze levels and tyre pressure levels (along with any other levels required by the manufacturer of the Vehicle to ensure the Vehicle remains road worthy);



- 4.1.19.2 replacing or repairing tyres and break discs (whichever are deemed necessary to ensure the Vehicle remains road worthy, e.g., following tyre punctures);
 - 4.1.19.3 not driving the Vehicle in an unsafe, illegal or reckless manner (which manner may be evidenced by data collected by the Telematics Device referred to at clause 9; and
 - 4.1.19.4 ensuring that no one smokes, eats, or drinks inside the Vehicle;
 - 4.1.20 subject to clause 4.1.11, it will always keep the Vehicle in the Hirer's possession and control, and shall notify Rapid of the location of the Vehicle upon request;
 - 4.1.21 it will upon request, confirm the condition of the Vehicle to Rapid and provide any photographic evidence that Rapid requires in support of this;
 - 4.1.22 it is responsible for the security of the Vehicle and shall ensure that the Vehicle is always locked and secure when it is not in use;
 - 4.1.23 it will, if requested by Rapid, deliver to Rapid a waiver (in a form satisfactory to Rapid) from the relevant landlord and/or mortgagee of the premises where the Vehicle may from time to time be situated acknowledging Rapid's interest in the Vehicle, and the Hirer agrees that it will not allow any landlord and/or mortgagee to obtain any rights in the Vehicle; and
 - 4.1.24 it will comply promptly with the terms of any recall relating to the Vehicle that is issued from the manufacturer and/or the Supplier. Rapid shall not be responsible to the Hirer for any replacement vehicle, nor any costs, expenses or loss or damages claim in relation to such recall and the Hirer must continue to pay the Hire Fees to Rapid.
- 4.2 Rapid requires the Vehicle to be serviced by an Authorised Provider throughout the Hire Term to preserve the manufacturer's warranty for the Vehicle. Rapid will, on the Hirer's behalf, arrange for the Vehicle to be serviced by an Authorised Provider in accordance with the manufacturer's recommended service intervals, and Rapid shall provide the Hirer with reasonable written notice of any scheduled



servicing appointment and/or servicing inspection arranged for the Vehicle (including any MOT testing arranged for the Vehicle). The Hirer shall ensure that no services or scheduled servicing appointments and/or servicing inspections arranged for the Vehicle are missed. Subject to clause 4.3 below, the cost of such servicing appointments and/or servicing inspections being arranged on the Hirer's behalf (in accordance with the manufacturer's recommended service intervals) is included as part of the Hire Fees, but the Hirer acknowledges and agrees that it shall remain liable at all times for the cost of replacing all wear and tear items (including items supplied and fitted to the Vehicle as part of a service) and any required modifications and repairs to the Vehicle that are not covered by the manufacturer's warranty. The Hirer shall also be liable for any replacement parts or maintenance required to the Vehicle due to accident or damage (subject to clause 16.4 below).

4.3 If the Vehicle requires any servicing outside of the manufacturer's recommended service intervals, the Hirer shall at its own cost and expense ensure that the Vehicle is serviced by an Authorised Provider in accordance with the manufacturer's recommendations.

4.4 The Hirer acknowledges and agrees that:

4.4.1 Rapid is not the Authorised Provider;

4.4.2 it is not authorised to have the Vehicle serviced, repaired, modified and/or maintained except by an Authorised Provider;

4.4.3 it shall, at its own cost and expense, deliver the Vehicle for scheduled servicing to the relevant Authorised Provider on the date and time of any scheduled servicing appointment and/or inspection arranged by Rapid; and

4.4.4 it shall be liable to Rapid for any losses, damages, liabilities and expenses that Rapid may incur arising from such servicing, repairs, modifications and/or maintenance being undertaken by persons other than an Authorised Provider.

4.5 The Hirer acknowledges and agrees that it will be a material breach of this Agreement if:

4.5.1 the Hirer fails to comply with its obligations under clause 4.4.3 above; and/or



4.5.2 the Hirer does not allow any scheduled servicing arranged for the Vehicle to be undertaken by the relevant Authorised Provider.

4.6 If the Vehicle misses any scheduled servicing appointment and/or servicing inspection arranged by Rapid, the Hirer shall be liable to pay on demand:

4.6.1 the cost of any reinspection and/or additional appointment that Rapid determines is required to preserve the manufacturer's warranty for the Vehicle; and

4.6.2 any fines, costs or expenses that Rapid incurs and/or is required to pay due to the Hirer's failure to comply with its obligations under clause 4.4.3 above.

5 HIRE FEES, PAYMENT HOLIDAYS AND DEPOSIT

5.1 The Hirer shall pay the Hire Fees to Rapid at the rate and frequency specified in the Schedule (or at such other rate, frequency and/or on any alternative dates as otherwise agreed in writing by Rapid), and all other sums which become due for payment under this Agreement on the relevant due date for payment. The Hire Fees shall be paid by the Hirer in Pounds Sterling and shall be made without demand by Continuous Payment Authority. The Continuous Payment Authority must remain in place for the duration of the Hire Term, in respect of the payment of Hire Fees and all other sums which become due for payment under this Agreement, and if:

5.1.1 the Hirer cancels a Continuous Payment Authority; or

5.1.2 the Hirer changes its bank account at any time; or

5.1.3 the Hirer's payment card is lost, stolen or expires,

the Hirer must notify Rapid immediately in writing and set up a new Continuous Payment Authority. All fees and sums due under this Agreement are exclusive of VAT and any other applicable taxes and duties or similar charges, which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law at the time of making the relevant taxable supply. The Hirer acknowledges and agrees that Rapid may vary a sum or fee payable under this Agreement, where applicable, if there is a change in the VAT rate.

5.2 All amounts due under this Agreement shall be paid by the Hirer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If the Hirer is required by law to make any



deduction or withholding from any Hire Fees and/or any other sums due to Rapid under this Agreement, Rapid may vary and the Hirer shall increase the relevant Hire Fees and/or such other sums due to Rapid by an amount which, after making the required deduction or withholding, leaves Rapid in the same position Rapid would have been in had the deduction or withholding not been required by law.

5.3 It is an essential condition of this Agreement that all payments due from the Hirer to Rapid are made in full and on time. Any payment which is due on a non-Business Day shall be made on the next available Business Day.

5.4 If the Hirer fails to make a payment due to Rapid under this Agreement by the relevant due date, then, without limiting Rapid's remedies under clause 15, the Hirer shall pay daily interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. If the Bank of England base rate is discontinued and ceases to be published, Rapid may change the base rate to an alternative base rate of a financial institution by written notice to the Hirer.

5.5 The Hire Fees shall continue to be paid by the Hirer in accordance with clause 5.2 above regardless of whether the Hirer's use of the Vehicle is less than the Weekly Mileage Limit in any applicable week.

5.6 Provided that:

5.6.1 the Hirer has duly performed all the terms and conditions of this Agreement, including having paid all Hire Fees and other sums that have fallen due to Rapid under this Agreement; and

5.6.2 none of the Events have occurred,

then the Hirer may request, at any time from the date that falls 8 weeks after the Hire Start Date, a payment holiday in each 12 month period following the Hire Start Date (the first 12 month period to commence on the Hire Start Date) (each being a "**Payment Holiday**") subject to the following conditions:

(a) the Hirer must provide Rapid with at least one week's written notice prior to the date that any Payment Holiday is intended to be taken by the Hirer;

(b) no single Payment Holiday taken by the Hirer may exceed a period of 2 weeks;



- (c) any Payment Holiday(s) taken by the Hirer shall not exceed 4 weeks in aggregate in each 12 month period;
- (d) it shall be at Rapid's discretion whether any Payment Holiday may be taken by the Hirer and Rapid shall notify the Hirer in writing if the Hirer's request for a Payment Holiday is granted and the dates for which the relevant Payment Holiday is granted;
- (e) a Payment Holiday may only commence on the date that a Hire Fee is due to Rapid;
- (f) any Payment Holiday taken by the Hirer will require Rapid to extend the Hire Term by a corresponding length of time and/or defer the date on which certain Hire Fees are due to be paid by the Hirer to Rapid under this Agreement, and the Hirer acknowledges and agrees that Rapid will notify the Hirer of such changes in writing following the relevant Payment Holiday and the Hirer shall comply with the terms of such issued notice; and
- (g) the Hirer must keep the Vehicle within the Permitted Countries throughout the duration of any Payment Holiday.

5.7 The Hirer acknowledges and agrees that it shall pay to Rapid upon demand any increases in VAT and/or any other taxes, charges or duties in respect of, or in connection with, this Agreement and/or the use of the Vehicle which may be imposed or levied on Rapid and/or which Rapid becomes liable to pay after the Hire Start Date.

5.8 The Hirer shall, on or before the Hire Start Date, pay the Deposit to Rapid in full and cleared funds.

6 DELIVERY

6.1 The Hirer is responsible for collecting the Vehicle from the Place of Delivery.

6.2 Acceptance of Delivery by the Hirer shall constitute conclusive evidence that the Hirer has examined the Vehicle and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If the Hirer fails to notify Rapid in writing within 24 hours of Delivery of the Vehicle of any defects in the Vehicle, the Hirer shall be deemed to have accepted the Vehicle as satisfactory and fit in all aspects. If required by Rapid, the Hirer shall sign a receipt confirming such acceptance in the form of a signed vehicle handover note and/or acceptance certificate.



7 VEHICLE RETURN CONDITION

7.1 If:

7.1.1 the Hirer does not exercise the Purchase Option; or

7.1.2 this Agreement and/or the hiring of the Vehicle is terminated for any reason (other than upon the occurrence of a Total Loss),

the Hirer must return the Vehicle at its own cost and expense to an address (and on a date and time) specified by Rapid (the **"Return Location"**) in the same condition in which the Hirer received the Vehicle at Delivery (save for normal wear and tear) and with no less fuel than at the Hire Start Date. For the purposes of this Agreement, Rapid will use the latest issued copy of the BVRLA's 'Fair Wear and Tear' guide when carrying out any 'wear and tear' assessment of the Vehicle.

7.2 The Hirer shall, at Rapid's request, provide Rapid with photographic evidence of any damage to the Vehicle that was not identified at the Hire Start Date. The Hirer acknowledges and agrees that not all Vehicle damage will be apparent on the date that the Vehicle is returned to the Return Location, such as damage caused to inaccessible parts of the Vehicle or damage that is hidden by adverse light or weather conditions. The Hirer acknowledges and agrees that the Hirer will remain liable for such damage and restoring the Vehicle to the condition required by this Agreement, and that Rapid reserves the right to charge the Hirer for such costs and/or damages and will provide to the Hirer written notification, with supporting evidence, of the damage and/or costs payable by the Hirer.

7.3 Should the Hirer fail to return the Vehicle in accordance with clause 7.1, the Hirer agrees to grant Rapid (and/or its agents or representatives) access to any premises where the Vehicle is located and/or stored for the purposes of repossessing it and shall indemnify Rapid against any costs that it incurs in doing so.

7.4 Notwithstanding the termination of this Agreement and/or the hiring of the Vehicle, the Hirer shall continue to pay to Rapid all Hire Fees and other sums due under this Agreement until the Vehicle is returned to or repossessed by Rapid and is in a condition accepted by Rapid. The Hirer acknowledges and agrees that this shall not be deemed to be an extension of the hiring of the Vehicle.

8 OTHER CHARGES

8.1 If the PHV Licence fee for the Vehicle and/or any MOT fee payable for the Vehicle varies during the Hire Term by an amount that could not have been reasonably



anticipated by Rapid at the Hire Start Date, or if any other changes occur which affect similar fixed payments which are beyond Rapid's control, then Rapid reserves the right to request a separate payment from the Hirer for any increased costs that are incurred by Rapid as a result of such change and/or alterations being made. The Hirer acknowledges and agrees that such payment shall be made by the Hirer to Rapid on demand.

8.2 Excess mileage charges will be calculated by Rapid every 4 weeks of the Hire Term (the first weekly period commencing on the Hire Start Date) at the rate specified in the Schedule for each mile covered by the Vehicle in excess of the Weekly Mileage Limit ("**Excess Mileage Charge**"). If the Hirer ends and/or terminates the hiring of the Vehicle early pursuant to the terms of this Agreement, the Hirer shall pay to Rapid upon demand the aggregate of any Excess Mileage Charges calculated by Rapid as being due (to be calculated by Rapid on a pro rata basis in respect of the reduced period of hire for the applicable month in which the hiring ends). The recorded mileage covered by the Vehicle shall be recorded by the Telematics Device and the Hirer shall notify Rapid promptly if the Telematics Device malfunctions or becomes faulty at any time.

8.3 The Hirer shall pay on demand all charges (including any penalty charges, toll charges, congestion charges and/or any ultra-low emission zone charges), fees (but excluding any MOT fees), rents, taxes, fines, penalties, court costs, duties and the like which are levied by any Authority and/or which are incurred by the Hirer, in relation to the Vehicle and/or the Hirer's use of the Vehicle. If the Hirer fails to make such payments, Rapid may pay such charges, fees, rents, taxes, fines, penalties, court costs, duties and the like on the Hirer's behalf and the Hirer acknowledges and agrees that it shall reimburse to Rapid upon demand Rapid's costs for doing so together with an additional administration fee per incident of £20 (inclusive of VAT).

8.4 The Hirer acknowledges and agrees that Rapid may, on reasonable notice to the Hirer, vary the Hire Fees and/or any other sums, charges and/or amounts payable by the Hirer under this Agreement to reflect any changes in Rapid's labour or administrative costs relating to delivery or provision of services arranged by or provided by Rapid under this Agreement and which could not have been reasonably anticipated by Rapid at the Hire Start Date.

9 TELEMATICS AND IMMOBILISER DEVICES

9.1 If a telematics tracking device (which shall include a theft tracking service) is installed in the Vehicle ("**Telematics Device**"), the Hirer shall ensure that such Telematics Device remains in use at all times (until removed as part of the De-



Installation Process). The Hirer acknowledges that any Telematics Device installed in a Vehicle will be owned by Rapid and will allow Rapid to review data and information about the Vehicle and its use (collectively known as “**Telematics Data**”).

9.2 if an immobiliser system is installed in the Vehicle (“**Immobiliser**”), the Hirer shall ensure that such Immobiliser remains in use at all times (until removed as part of the De-Installation Process). The Hirer acknowledges and agrees that if:

9.2.1 the Hirer fails to pay any Hire Fees or other amounts payable by the Hirer to Rapid under this Agreement; or

9.2.2 the Hirer fails to return the Vehicle to Rapid in accordance with clause 7; or

9.2.3 the Vehicle is determined to be a Total Loss; or

9.2.4 the Hirer fails to comply with its obligations under clause 4.4.3 above,

Rapid reserves the right to remotely immobilise the Vehicle (if fitted with an Immobiliser) upon reasonable notification to the Hirer. This means that the Hirer will not be able to operate the Vehicle until Rapid reinstates the Hirer’s usage and access rights.

9.3 Subject to clause 18, the Hirer agrees that they will not, nor will they permit any other person to, tamper with, dismantle, alter or remove any Telematics Device and/or any Immobiliser fitted to the Vehicle. If the Telematics Device or Immobiliser is suspected by Rapid to be defective, tampered with, or removed from the Vehicle, then Rapid may at its option:

9.3.1 arrange for the repair of the relevant Telematics Device and/or Immobiliser and charge such costs of repairs to the Hirer; or

9.3.2 arrange for a new telematics device and/or immobiliser system to be fitted to the Vehicle, the costs of which shall be payable by the Hirer upon demand. Any replacement telematics device and/or immobiliser fitted to the Vehicle shall be deemed to be a Telematics Device or Immobiliser (as applicable) for the purpose of this Agreement.

9.4 Rapid will process any Telematics Data in accordance with the terms of its privacy policy. Please see the ‘Declaration’ section of the Schedule for further details.



10 PURCHASE OPTION

10.1 Upon expiry of the Hire Term and provided that:

10.1.1 the Hirer has duly performed all the terms and conditions of this Agreement, including, but not limited to, having paid in full all amounts due to Rapid under this Agreement;

10.1.2 none of the Events have occurred; and

10.1.3 the De-Installation Process has been completed to Rapid's satisfaction,

the Hirer shall have the option, exercisable at the end of the Hire Term by written notice to Rapid, to purchase the Vehicle by paying to Rapid in full and cleared funds the Purchase Option Price. The Hirer does not have to exercise the Purchase Option and if it elects not to do so the Hirer shall return the Vehicle to Rapid in accordance with clause 7 above.

10.2 On completion of the purchase of the Vehicle under this clause 10

10.2.1 such title to the Vehicle as Rapid had on the Hire Start Date shall transfer to the Hirer; and

10.2.2 the Vehicle shall transfer to the Hirer in the condition and at the location in which it is found on the date of title transfer and the Hirer acknowledges and agrees that any and all warranties, representations, guarantees, conditions and other terms relating to the Vehicle and/or the transfer of title shall (to the fullest extent permitted by law) be excluded,

but until such time the Hirer will only have possession of the Vehicle as a mere bailee and the Hirer's obligations under this Agreement shall continue.

11 NOTIFIABLE EVENTS

11.1 The Hirer must notify Rapid as soon as is practicable (and in any event within 24 hours of the occurrence) of any of the following events:

11.1.1 where the address provided by the Hirer in the Schedule changes;

11.1.2 the occurrence of any of the events outlined in clause 12;



- 11.1.3 where the Vehicle is damaged (other than through wear and tear) or a Total Loss;
- 11.1.4 if the Hirer is convicted of any driving-related offences, or becomes disqualified or suspended from driving;
- 11.1.5 if the Hirer incurs any penalty points on their driving licence;
- 11.1.6 if the Hirer has its licence cancelled or any PHV Licence is cancelled, for any reason;
- 11.1.7 if the Hirer receives any recall notice from Supplier and/or manufacturer of the Vehicle;
- 11.1.8 if the Vehicle is seized under any diligence, distress, execution or other legal process;
- 11.1.9 if any repairs, servicing and/or maintenance works are required to be undertaken to the Vehicle;
- 11.1.10 if the Hirer is diagnosed with, or considers itself to be affected by any illness, disease or condition which may adversely the Hirer's ability to safely drive and use the Vehicle; and/or
- 11.1.11 if the Hirer is convicted of a criminal offence.

12 ACCIDENTS

- 12.1 In the event of an incident that results in damage to or theft of the Vehicle, the Hirer must ensure that:
 - 12.1.1 the police and insurers are promptly notified and that such notice is confirmed to Rapid immediately and in any event within 24 hours of the incident;
 - 12.1.2 any police report issued in connection with the theft of the Vehicle is delivered to Rapid upon request;
 - 12.1.3 they complete and deliver to Rapid the relevant incident report within 24 hours of the incident;
 - 12.1.4 no admission of liability is made to any person in relation to the incident;



12.1.5 any claim form, summons or other document relating to any proceedings arising out of the incident are immediately delivered to Rapid at: Rapid Vehicle Management, Unit F1, imperial Business Estate, West Mill, Gravesend DA11 0DL;

12.1.6 all assistance is rendered to Rapid, the police and the insurers in the conduct of any proceedings or claims relating to the incident and the Vehicle, including without prejudice to generally permitting such proceedings to be brought by Rapid or the insurers in the Hirer's name and defending any proceedings brought against the Hirer;

12.1.7 they fully and effectually indemnify Rapid against all losses, liabilities, costs, actions, claims or demands which Rapid may incur or which have been brought or made against Rapid in relation to the Vehicle whether or not covered by a policy of insurance, and whether or not the insurance is effected by Rapid or the Hirer; and

12.1.8 the name and addresses of all persons involved in the incident, including witnesses, are collected and given to Rapid.

12.2 In the event of damage to or theft of the Vehicle, the Hirer must comply with Rapid's instructions (and/or the instructions of the insurers of the Vehicle) in addition to clauses 11 and 12 above.

12.3 The Hirer will have no right under this Agreement to receive a replacement courtesy vehicle from Rapid while the Vehicle is under repair or otherwise made unavailable to the Hirer.

13 RECOVERY OF COSTS

13.1 Where the Hirer breaches this Agreement, Rapid may recover all costs and other amounts incurred in recovering sums owed by the Hirer under this Agreement. Such costs may include but are not limited to costs which reflect the time spent by Rapid recovering monies owing, costs incurred in engaging third party debt collectors, legal costs, court fees and any associated insolvency fees relating to the Hirer.

14 LIMITATION OF LIABILITY

14.1 The restrictions on liability in this clause 14 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.



- 14.2 Nothing in this Agreement limits any liability which cannot legally be limited including liability for:
- 14.2.1 death or personal injury caused by negligence;
 - 14.2.2 fraud or fraudulent misrepresentation;
 - 14.2.3 any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 14.3 Subject to clause 14.2, Rapid's total liability to the Hirer shall not exceed the amount of the aggregate of the Hire Fees and the Purchase Option Price actually received by it.
- 14.4 Subject to clause 14.2, Rapid shall not be liable under this Agreement to the Hirer or any other person for any:
- 14.4.1 loss of profits;
 - 14.4.2 loss of sales or business;
 - 14.4.3 loss of agreements or contracts;
 - 14.4.4 loss of anticipated savings;
 - 14.4.5 loss of or damage to goodwill;
 - 14.4.6 indirect or consequential loss; and
 - 14.4.7 loss of or damage to personal property of the Hirer or any other person.
- 14.5 Rapid shall not be responsible for any claims brought against any third parties by the Hirer for any loss of or damage to the Vehicle including the Hirer's liability under this Agreement.
- 14.6 Subject to clause 14.2, all implied terms and conditions as to the quality or performance of the Vehicle and any other goods or services provided under this Agreement are, to the fullest extent permitted by law, excluded from this Agreement.
- 14.7 Subject to clause 14.2, the Hirer acknowledges and confirms that:
- 14.7.1 it has selected the Vehicle relying on its own skill and judgment and that Rapid is the finance provider of the Vehicle which has been



acquired by Rapid for the purpose of hiring the Vehicle to the Hirer under this Agreement;

14.7.2 Rapid is not the Supplier nor the manufacturer of the Vehicle, and Rapid gives no assurances about the Vehicle or its quality or suitability; and

14.7.3 no dealer, introducer or vehicle manufacturer by whom this Agreement was negotiated with or by whom the Vehicle was supplied is or is to be deemed to be acting as Rapid's agent or on Rapid's behalf for any purpose, and no liability is to be attached to Rapid for any conditions, warranties, representations, or statements made by any such dealer, introducer or any vehicle manufacturer.

14.8 Rapid shall, upon the Hirer's request and at the cost and expense of the Hirer, assign to the Hirer the benefit of all express warranties granted in Rapid's favour by the Supplier and/or the manufacturer of the Vehicle to the extent that Rapid is entitled to do so.

15 LICENCES

15.1 The Hirer shall, at its own cost and expense, maintain in full force and effect throughout the Hire Term, all permissions, certificates, licences (including any driver's licence required for the Vehicle and/or its use), registrations, permits and authorisations required by any governmental or statutory authority in connection with the Vehicle and its use (save that the costs of obtaining any PHV Licence and/or MOT certificate required for the Vehicle will, subject to clause 15.2 below, be paid for by Rapid on the Hirer's behalf throughout the Hire Term in consideration of the Hirer's payment of the Hire Fees).

15.2 As at the date that title to the Vehicle passes to the Hirer pursuant to the terms of this Agreement, the Hirer acknowledges and agrees that Rapid shall no longer be responsible for the costs of obtaining any PHV Licence for the Vehicle on the Hirer's behalf, nor shall Rapid be responsible for the costs of obtaining any MOT certificate required for the Vehicle, which shall be the Hirer's responsibility and undertaken at the Hirer's cost;

16 RISK AND INSURANCE

16.1 Risk in the Vehicle shall be borne by the Hirer from Delivery until the Vehicle is sold or disposed of by Rapid or is otherwise returned to or recovered by Rapid following the end of the hiring of the Vehicle.



- 16.2 Subject to the Hirer meeting the insurance eligibility criteria of the Fleet Policy (the “**Eligibility Criteria**”) and in consideration of the Hirer’s payment of the Hire Fees, Rapid shall insure the Vehicle upon and subject to the terms and conditions of the fleet policy of insurance held by Rapid (the “**Fleet Policy**”). A copy of the policy, including details of the Eligibility Criteria and the Insurance Policy Excess payable by the Hirer, shall be made available to the Hirer by Rapid upon execution of this Agreement.
- 16.3 Rapid reserves the right to periodically run checks during the Hire Term to ensure that the Hirer continues to meet the Eligibility Criteria.
- 16.4 In respect of each and every incident resulting in loss or damage to the Vehicle that does not amount to a Total Loss, the Hirer shall act in accordance with the instructions of the Fleet Policy insurer who will arrange repairs for the Vehicle by an Authorised Provider, at the Hirer’s cost and expense. The Hirer shall upon demand and as directed:
- 16.4.1 make the Vehicle available to the Authorised Provider for the necessary repairs to be undertaken; and
- 16.4.2 pay the appropriate Insurance Policy Excess specified in the Schedule towards or in settlement of the cost of making good any such loss or damage on a full indemnity basis,
- and Rapid will apply any insurance proceeds received in respect of the Vehicle towards the costs and expense incurred by the Hirer as a result of making good such loss or damage to the Vehicle, unless the Hirer is in breach of this Agreement or has invalidated the insurance protection provided under the Fleet Policy, in which case the Hirer shall be fully liable for all costs and expenses incurred in making good such loss or damage to the Vehicle.
- 16.5 In the event that the Vehicle is determined to be a Total Loss, the hiring of the Vehicle shall terminate and the Hirer shall pay to Rapid upon demand the sums set out at clauses 17.2.1 to 17.2.3 below. Rapid will apply any insurance proceeds received in respect of the Total Loss towards the foregoing sums, unless the Hirer is in breach of this Agreement or has invalidated the insurance protection provided under the Fleet Policy, in which case the Hirer shall be fully liable for the sums payable under this clause and Rapid will be entitled to apply any insurance proceeds received in respect of the Total Loss towards payment of any sums due to the Rapid under this Agreement.



16.6 The Hirer may be able to purchase total loss gap insurance from third party providers to mitigate any insurance liability risks. The Hirer acknowledges and agrees that Rapid does not and shall not provide any total loss gap insurance to the Hirer.

16.7 The Hirer acknowledges and agrees that as at the date that title to the Vehicle passes to the Hirer pursuant to the terms of this Agreement, the Hirer will no longer be insured under the Fleet Policy and the Hirer shall obtain its own insurances for the Vehicle.

17 TERMINATION

17.1 Rapid may terminate this Agreement and/or the hiring of the Vehicle if any of the following events occur (each being an “**Event**”):

17.1.1 the Hirer fails to pay any Hire Fees or any other amount due under this Agreement on the date when such payment becomes due;

17.1.2 the Hirer breaches any of the other terms of this Agreement;

17.1.3 the Hirer fails to comply with the terms and conditions of the Fleet Policy and/or no longer qualifies for or meets the Eligibility Criteria;

17.1.4 the Hirer becomes bankrupt, has a trustee in bankruptcy appointed in respect of it, or an application is made for an interim order or bankruptcy order in respect of the Hirer;

17.1.5 the Hirer convenes any meeting of all or any of the Hirer's creditors or enters into any arrangement or composition with its creditors;

17.1.6 the Hirer ceases to trade, dies or becomes incapacitated;

17.1.7 any representation, warranty or statement made or deemed to be made by the Hirer in connection with this Agreement is or proves to have been materially incorrect or misleading in any way when made or deemed to be made;

17.1.8 the Hirer becomes insolvent or is otherwise unable to pay its debts when they fall due;

17.1.9 the Hirer receives any penalty points, endorsements or convictions on their driving licence during the Hire Term which are unacceptable to Rapid;



- 17.1.10 if any distress, execution or other legal process is threatened or levied on the Vehicle, or the Vehicle is confiscated or seized by any Authority;
 - 17.1.11 Rapid deems the Hirer's driving practices recorded on the Telematics Device unsatisfactory; and/or
 - 17.1.12 there is a change in the financial circumstances of the Hirer which, in Rapid's reasonable opinion, may have a material adverse effect on the Hirer's ability to perform its obligations under this Agreement.
- 17.2 Upon early termination of this Agreement and/or the hiring of the Agreement pursuant to clause 17.1 above, Rapid's consent to the Hirer's possession and use of the Vehicle shall be revoked and the Hirer shall return the Vehicle to Rapid in accordance with clause 7 above. Furthermore, and without prejudice to any other rights and remedies that Rapid may have under this Agreement, the Hirer shall immediately be liable for and pay to Rapid upon demand:
 - 17.2.1 any arrears of the Hire Fees and other amounts due and payable under this Agreement (including for the avoidance of doubt any fines, tolls, and other charges), together with any applicable interest thereon;
 - 17.2.2 as agreed compensation for Rapid's loss, the Hire Fees due for the remainder of the Hire Term; and
 - 17.2.3 damages for any other loss sustained or incurred by Rapid as a result of the termination of the hiring of the Vehicle and/or this Agreement, including all costs, losses, charges and expenses incurred by Rapid in repossessing the Vehicle, restoring the Vehicle to the condition required by this Agreement, or that Rapid incurs in enforcing its rights under this Agreement.
- 17.3 Provided that none of the Events have occurred, the Hirer may at any time after the expiry of Minimum Rental Period, terminate the hiring of the Vehicle subject to:
 - 17.3.1 giving Rapid at least 2 weeks prior written notice of its decision to terminate the hiring (the "**Termination Notice**") and stating the date on which the Hirer wants the hiring to end (the "**Termination Date**");
 - 17.3.2 returning the Vehicle to Rapid in accordance with clause 7 on or before the Termination Date; and



17.3.3 paying Rapid in full and cleared funds, the following aggregate sum upon demand:

17.3.3.1 any arrears of the Hire Fees and other amounts due and payable under this Agreement (including for the avoidance of doubt any fines, tolls, and other charges), together with any applicable interest thereon;

17.3.3.2 any Excess Mileage Charges due, in accordance with clause 8.2;

17.3.3.3 damages for any other loss sustained or incurred by Rapid as a result of the termination of the hiring of the Vehicle and/or this Agreement, including all costs, losses, charges and expenses incurred by Rapid in repossessing the Vehicle, restoring the Vehicle to the condition required by this Agreement, or that Rapid incurs in enforcing its rights under this Agreement; and

17.3.3.4 the sum of £300 plus VAT.

17.3.4 Any Termination Notice issued by the Hirer to Rapid will not be accepted until the conditions of the sub-clauses set out in clause 17.3 have been fulfilled to Rapid's satisfaction.

18 DE-INSTALLATION PROCESS

If the Hirer exercises the Purchase Option, the Hirer agrees that, prior to taking title to the Vehicle, it shall deliver the Vehicle to an address and on a date and time specified by Rapid to enable Rapid and/or an Authorised Provider to remove any Immobiliser and/or Telematics Device fitted to the Vehicle (the "**De-Installation Process**").

19 FORCE MAJEURE

19.1 Except for the Hirer's payment obligations, including the Hirer's obligation to pay all Hire Fees and other sums properly due and payable under this Agreement, neither party shall be in breach of any of the other terms of this Agreement nor liable for delay in performing, or failing to perform, any of its other obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party



shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 (six) weeks the party not affected may terminate this Agreement and/or the hiring of the Vehicle by giving 14 (fourteen) days' written notice to the affected party.

- 19.2 If this Agreement is terminated pursuant to clause 19.1 above, the Hirer shall pay to Rapid in full and cleared funds, the aggregate of the sums under clauses 17.3.3.1 to 17.3.3.4 upon demand.

20 INDEMNITY

- 20.1 The Hirer agrees to indemnify and keep Rapid fully indemnified on demand against all costs, losses, damages, claims, liabilities, charges, and/or expenses incurred or suffered by Rapid by reason of:

- 20.1.1 the Hirer's use, possession or hiring of the Vehicle;
- 20.1.2 the Hirer's breaching any of its obligations under this Agreement, including but not limited to any and all costs and expenses which Rapid incurs in establishing the location of the Vehicle, or in exercising any right in respect of the Vehicle or its ownership, or in restoring the Vehicle to the condition required by this Agreement; and/or
- 20.1.3 Rapid enforcing its rights under this Agreement.

21 CONFIDENTIAL INFORMATION

- 21.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after the termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, assets, 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 21.2.
- 21.2 Each party may disclose the other party's confidential information:
- 21.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives,



contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 21; and

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

21.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement and in line with the purposes set out in Rapid's Privacy Notice which can be found at <https://www.rapidvm.co.uk/privacy/>.

22 NOTICES

22.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

22.2 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); or

22.3 sent by email to the following addresses (or an address substituted in writing by the party to be served):

22.3.1 Rapid:

22.3.2 Hirer: the email address set out in the Schedule.

22.4 Any notice shall be deemed to have been received:

22.4.1 if delivered by hand, at the time the notice is left at the proper address;

22.4.2 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

22.4.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours next resume.

22.5 This clause 23 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.



23 GENERAL

- 23.1 This Agreement constitutes the entire agreement between the parties in relation to the hiring of the Vehicle.
- 23.2 The Hirer acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. The Hirer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 23.3 Rapid may, without the Hirer's consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and/or obligations under this Agreement.
- 23.4 Other than where permitted in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23.5 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 this Agreement.
- 23.6 This Agreement may be executed by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.
- 23.7 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. Nothing in this clause 23.7 shall restrict the rights of any assignee of Rapid's rights under this Agreement.
- 23.8 No failure or delay by Rapid to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that right or remedy or any other right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy 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 right or remedy or any other right or remedy.
- 23.9 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.



- 23.10 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 23.11 If any provision or part-provision of this Agreement is deemed deleted under clause 23.10, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 23.12 The Hirer acknowledges that if the Hirer has been introduced to Rapid by any person by or through whom the transaction contemplated by this Agreement may have been introduced, negotiated or conducted (the “**Introducer**”), that Introducer is not Rapid’s agent and is not authorised to make any statements on Rapid’s behalf. Rapid will pay commission to the Introducer who introduced the transaction contemplated by this Agreement to Rapid and the amount of that commission will be disclosed by Rapid upon request by the Hirer. Rapid also has no objection to the Hirer asking the Introducer to disclose details of any commission paid to the Introducer. By signing this Agreement, the Hirer consents to Rapid paying commission to an Introducer.
- 23.13 Where the Hirer has incurred any liability to Rapid (whether under this Agreement or otherwise), Rapid may set-off the amount of such liability against any sum that would otherwise be due to the Hirer under this Agreement, or under any other agreement with Rapid.
- 23.14 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 23.15 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.