

# Terms & Conditions

## 1. DUTIES OF THE COMPANY

a) The Company shall be responsible for the following:

- i. The cost of planned service and
- ii. Maintenance (including materials, oil, grease and lubricants) in accordance with the manufacturer's schedules, recommendations and warranty regulations; see clause 2 a) i)
- iii. The cost of any further items of maintenance and repair or replacement (other than those for which the Customer is liable under clause 2 of this contract) including engine overhauls or replacement and overhauls of major components and rectification of other mechanical defects, except where due to negligence or misuse in which event the Customer shall be liable for such costs
- iv. The cost of repair or replacement of a maximum of one clutch kit per contract lifetime, this is always subject to a minimum life expectancy of a clutch of 75,000 miles for cars and 50,000 miles for light commercial vehicles. Vehicles operating contract mileages under these minimum life expectancies do not include clutch cover within this agreement. Vehicles operating contract mileages over the minimum life expectancies and where premature failure of a clutch is applicable before the minimum life expectancies are reached as quoted within this clause, then a betterment charge will be made by the Company based on a percentage of the cost to replace the clutch, the balance of the cost will remain the customers' liability.
- v. The cost of any testing as required by any statutory regulation for the time being in force; For the avoidance of doubt and additional testing of ancillary equipment remains the responsibility of the customer.
- vi. The cost of antifreeze in the quantity recommended by the manufacturer of the Vehicle; and
- vii. The approval of all servicing dealers and all other Companies to be used by the Customer for the Vehicle.
- viii. For the avoidance of doubt, catalytic convertors, Diesel Particulate (DPF) and (FAP) filters are excluded from the terms of this Agreement and the full cost of these services remain the responsibility and liability of the Customer.

The Company shall provide at the Company's cost all replacement tyres necessary as a result of fair wear and tear or faulty manufacture. For the avoidance of doubt all tyres must be replaced by our approved tyre supplier which is Kwikfit. If there is damage necessitating replacement due to accident or to negligence or misuse, the Customer shall pay the Company the cost of replacement of tyres and fitting charges less any allowance agreed by the Company for betterment. The Company operates a tyre policy based upon the use and provision of approved premium brand tyres and not like for like branded tyres, such approval to be at the Company's absolute discretion and subject to withdrawal and change at any time. The Company's policy is to replace tyres when tread levels are at 2mm or below applicable to three quarters of the central tread width and the Company's policy is always to utilise the spare wheel when replacing tyres subject always to not compromising the spare tyre's legality, no request to change tyres earlier than 2mm will be accepted by the Company. The Company reserves the right to replace a new spare tyre with a used tyre providing that it has at least 2mm of tread applicable to the central three quarters of the tread width and is serviceable.

The Company shall be responsible for any claim by the Customer in respect of any item under clauses (i) to (v) hereof providing that each claim is made in writing to the Company and is supported by duly receipted original invoices (photocopies are not acceptable) naming the Company as payer. Alternatively, the Customer may submit his own invoice naming the Company as payer supported by evidence of expenditure in the form of duly receipted original Vat invoices. An administration fee of £25 is payable for all claims submitted to the company.

Reimbursement will not be made by the Company if the work for which the claim is being made has not been carried out by the Vehicle manufacturer's franchised dealer or by a servicing dealer approved by the Company.

- ix. The Company will not pay any claim and no reimbursement will be made by the Company to the Customer for repairs that should have been carried out under the terms of the manufacturer's warranty or where the terms of this Agreement have not been adhered.
- x. Monies due to the Customer under this clause shall not be deducted from monies due to this Company without the Company's prior written approval.
- xi. No claim for reimbursement under this clause for a sum exceeding £75.00 will be met without the Customer having first obtained the approval of the Company to such expenditure being incurred.
- xii. No claim shall be met in respect of any repairs or servicing costs which in aggregate exceed the sum of £75.00 over and above the voucher service unless the Company has been notified in advance and has consented by the issue of its order number to such repairs or servicing being carried out.

b) Except as expressly provided in this Agreement, the Company shall not be under any liability whatsoever for any damage, loss or expense arising in connection with the Vehicle or any replacement or Relief Vehicle or the use thereof.

## 2. DUTIES OF THE CUSTOMER

a) The Customer shall be responsible at the Customer's expense for:-

- i. Regular checks at frequencies specified by the manufacturer for radiator coolant levels, battery, tyres, brake fluid and

engine oil levels and adjusting where necessary.

- ii. All fuel consumed by the Vehicle.
- iii. Protecting the Vehicle from the effects of cold weather by maintaining the amount of antifreeze in the Vehicles cooling system as recommended by the manufacturer.
- iv. Notifying the Company in writing as soon as possible after the Vehicle becomes unroadworthy from mechanical breakdown or accidental damage.
- v. Submitting the Vehicle for servicing and any other checks as recommended by the manufacturer.
- vi. ensuring the Vehicle is serviced in line with the manufacturer's recommendations.
- vii. Cleaning the Vehicle and preserving the bodywork and upholstery.
- viii. Promptly having any damage to the Vehicle repaired.
- ix. Keeping accurate records of servicing on the manufacturers service vouchers provided.
- x. Taking proper and reasonable care of the Vehicle at all times including being responsible for the cost of replacing or repairing shattered, broken, chipped or damaged windscreens, windows or any other glass. (The Customer shall also pay for any accessories fitted at the request of or by the Customer).
- xi. Submitting the Vehicle for testing as required by statute or statutory regulation for the time being in force prior to the date that a Vehicle test certificate is required or the date of expiry of the current Vehicle test certificate.
- xii. Advising the Company in writing of any refusal of a test certificate or any limitation or prohibition of the use of the Vehicle under the Road Traffic Acts as amended or any other statutory provision.
- xiii. Ensuring that the regulations covering maintenance and usage of tyres contained in the Motor Vehicle (Construction and Use) Regulations 1992-3 or other appropriate regulations and laws are observed at all times and ensuring that the Vehicle is not used on the road with defective tyres; obtaining the Company's prior approval before tyres, batteries or exhausts are changed or fitted (these are to be supplied by the Company's nominated company).
- xiv. It is the Customers responsibility to book the vehicle in for the appropriate service or repair work and included with the agreement is the facility to use the Company's "booking in" service. This service can be accessed by dialing 01254 244166 or via the internet at [www.maintenancepacks.co.uk](http://www.maintenancepacks.co.uk) and accessing the "book a service" section, our approved network must be used at all times.

b) The customers account must be up to date at all times by a live Direct Debit, any outstanding amounts will result in the account being on stop, no work will be authorised whilst the account is on stop.

### 3. V.A.T.

i. VAT has been charged at the current rate at the time of signature of the Agreement in the event of a change to the VAT rate, VAT shall be charged at the prevailing rate.

### 4. PROVISION OF RELIEF VEHICLE

i. For the avoidance of doubt our standard contract does not include any relief vehicles other than those supplied as courtesy cars free of charge from our repairer network. Any courtesy cars supplied by our repairer network are offered on a courtesy basis and do not form part of this agreement.

### 5. RESCUE & RECOVERY SERVICES

- i. If contracted for by the Customer, the Company shall arrange the Customer's membership of a motoring organisation for the provision of a recovery service in respect of the vehicle. This is currently facilitated by the RAC and the service includes Roadside Assistance, Recovery & At Home cover for the United Kingdom only. In order to maintain service standards to the Customer, the Company reserves the right to appoint a new supplier of this service without prior notice to the Customer provided always that if a new motor organisation is appointed, then the Company shall inform the Customer of any changes to their cover within fourteen working days prior to the new organisation's contract being implemented.
- ii. Where the Customer, calls out (directly or indirectly) the incorrect service provider referred to in Section 5a above the Company reserves the right to recharge to the Customer any costs incurred by the Company for re-diverting the Customer's call or additionally any recovery charges (including mileage recovery charges) made by the recovery company or any of their agents plus an Administration Fee.
- iii. Where the service provider (referred to in Section 5a above) diagnoses the problem as a "driver induced fault" (e.g. road wheel changes or the vehicle has been filled with incorrect fuel) and the service provider makes a charge for any repairs and/or recovery then the Customer shall reimburse the Company forthwith upon receipt of the Company's written demand therefore plus an Administration Fee.

### 6. EARLY TERMINATION

i. Provided the Customer has observed and fulfilled all the terms and conditions of this Agreement the Customer may terminate the contract prior to the expiry of the term on payment to the Company the following sums:

- ii. Any arrears of rental and all other sums due under this Agreement whether invoiced before or after the date of actual termination; and
- iii. All rentals which have fallen due between the date of termination and the expiry of the term less an allowance of 50% representing maintenance not to be performed and interest not to be incurred.

iv. The company reserve the right to terminate this contract should the customer fail to settle outstanding invoices owed to the company either relating to this contract or other services provided by the company. Should this become necessary then the same termination will apply as to clause 5 a) ii) above.

v. Excess mileage allowance shall be deemed to accumulate at the rate of 1/12 of the annual mileage specified in the rental details per month and on a pro rata daily basis for any part of a month and shall be computed accordingly from the date of delivery to the date of early termination.

## 7. EXCESS MILEAGE CHARGES

i. In the event of the odometer failing to perform the Customer shall forthwith inform the Company in writing specifying the date of failure and recorded mileage at the time. A daily average shall be computed for the period that the odometer shall have failed to function based upon the recorded mileage for the period elapsed since the commencement date or the last anniversary of the commencement date.

ii. In the event of the total mileage including the mileage estimated under the sub clause (a) above and any mileage covered in a Relief Vehicle provided under section 4 of this Agreement exceeding the mileage specified in the signed fleet management quotation then the excess mileage charge shown shall immediately become payable.

iii. The company reserve the right to automatically reschedule the agreement and amend the regular payment and collect the new payment by means of Direct Debit, the customer will be notified no less than 10 days before the direct Debit being collected.

iv. The excess rate will increase by 5.00 pence plus VAT per mile if the excess mileage exceeds 2000 miles above the agreed contract mileage.

v. The company reserves the right to ask the customer to produce a photographic image of the vehicle odometer upon request via email only, for the avoidance of doubt this will be requested at the end of the contract and the image must be taken no more than 7 days prior to termination date.

For the purpose of this clause, the mileage allowance shall be deemed to accumulate at the rate of 1/12 of the annual mileage specified in the rental details per month and on a pro rata daily basis for any part of a month and shall be computed accordingly from the date of delivery to the date of termination. Mileages will be collected from the repair network and will be used to calculate any excess mileage.

## 8. BETTERMENT / RECHARGE

i. In the event of an item requiring replacement or repair that does not fall within normal fair wear & tear guidelines (for example, driver negligence or abuse; acts of vandalism; taking part in illegal activities) a recharge or betterment charge will apply (a copy of the fair wear and tear guidelines is available upon request), If, for example, a tyre requires replacing following an incident, then a proportion of that cost, dependent upon tread depth at time of change will be recharged. For the avoidance of doubt, it shall be deemed that all tyres are supplied new with 8mm of tread, and that the change limit is 2mm.

ii. Tracking / Geometry Checks. Should a vehicle require tracking / geometry checks, all costs associated will be fully recharged.

## 9. ALTERATIONS TO VEHICLE

i. Any alterations to the vehicle, performance enhancing or not that have an adverse effect on the cost of maintaining the vehicle are not permitted without the prior written consent of the Company. Any proposed alterations must be advised in writing to the Company and the Company will provide an amended quotation to cover such increases. The Company's consent to any alterations will only be granted if the Customer agrees to the amended quotation. If the Customer fails to seek the Company's consent to any alterations then any additional maintenance costs incurred will be the responsibility of the Customer.

## 10. EXTENSION OF THE TERM

i. In the event of the Customer wishing to extend the term beyond the original period set out in the maintenance contract the Customer must inform the Company by written notice giving at least one month.

ii. Before the expiry of the original period set out in the original contract. The Company undertakes to advise the Customer upon receiving such notice whether the Company agrees to such extension and, if so, upon what terms.

## 11. EXECUTION

i. Neither this Agreement nor any addendum hereto shall become binding upon the Company until the same has been duly executed by the Company's authorised signatory.

## 12. DISCLOSURE

i. The Company may disclose details of this Agreement to any person for any purpose connected with its business.

### 13. JOINT & SEVERAL LIABILITY

i. Where two or more persons are designated as the Customer they shall be jointly and severally liable for the discharge for the Customer's obligations under this Agreement irrespective of which person has signed this Agreement.

### 14. INTERPRETATION

i. The clause headings in this Agreement are for convenience and shall not affect the construction of this Agreement. References to clauses are (unless otherwise stated) to clauses in this Agreement. References to a statute or statutory provision shall include reference to any statutory modification or re-enactment thereof.

### 15. JURISDICTION

i. This Agreement shall be governed by and construed in accordance with English Law and all disputes arising out of or in connection with this Agreement shall be decided by the English, Scottish or Northern Irish courts as determined by the Company provided always that the Company shall have the right exercisable in its sole discretion to refer any such dispute to arbitration by a panel of three arbitrators to be appointed by the President for the time being of the Law Society, such arbitration to be governed by the Arbitration Act 1996.

### 16. LIABILITY

the Company's aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the total cost of the Rentals in respect of any occurrence or series of occurrences.

i. Subject to this Section 16:-

ii. All conditions warranties and representations expressed or implied by statute common law or otherwise are hereby excluded.

iii. The Company shall be under no liability to the Customer for any loss damage or injury, direct or indirect, howsoever arising (and whether or not caused by the negligence of the Company its employees or agents) other than liability for death or personal injury resulting from the Company's negligence.

iv. The Company shall have no liability for any indirect or consequential losses or expenses suffered by the Customer, howsoever caused, and including without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

### 17. COMMENCEMENT OF HIRE

i. The hiring of the Vehicle shall start on the date the Vehicle is delivered to the customer.

### 18. BREACH OF AGREEMENT

Any payment due from the Customer to the Company under this agreement shall if not paid within seven days of the due payment carry interest at 4% above the base rate of National Westminster Bank PLC from the date when the payment was due until actual payment has been received.

### 19. DATA PROTECTION ACT

The Customer authorises the Company to disclose any information relating to this Agreement to any third party (including any credit reference agency) subject to the provisions of the Data Protection Act 1998. A copy can be provided upon written request to the Company.

By signature of this Agreement the Customer requests the Company to inform the Customer of any other products or services offered from time to time by the Company and that such information may be communicated by post, telephone, e-mail or fax but if by telephone or fax, only at reasonable times.