

**7.1.1** date the Company is notified in writing by the Supplier of the change to the Price.

**7.2** If the Vehicle is not made available to the Supplier for collection or otherwise returned to the Supplier within fourteen (14) days of termination of the rental then the Supplier shall be entitled to levy a charge to the Company for an amount equal to the market value of the Vehicle. This shall not preclude the Supplier from continuing to seek to recover the Vehicle and from charging amounts in accordance with clause 13.

**7.3** The Supplier will be under no obligation to replace the whole or any part of the Vehicle nor be liable for any loss, including loss of earnings or profits, suffered by the Company if the Vehicle is or becomes unusable, and the Company shall not be entitled to any remission of Price or any other sum payable in respect of any period during which the Vehicle or any part are unusable.

## **8 FUEL**

**8.1** At the commencement of the Rental Period fuel levels shall be noted in the Rental Agreement or the Delivery Document (as appropriate). Any difference in fuel levels at the termination of the Rental Agreement shall be paid by the Company at fuel pump price + 20% service charge.

## **9 THEFT**

**9.1** If a Vehicle is stolen, the Company shall immediately (a) report the Vehicle as stolen and obtain a crime reference number, and (b) notify the Supplier and the Company's insurance provider of the theft and provide details of the crime reference number.

**9.2** The Company shall immediately return to the Supplier any remaining keys to a stolen Vehicle.

## **10 TRAFFIC VIOLATIONS**

**10.1** The Company shall be solely responsible for the payment of all costs and fines relating to traffic offences and/or violations (including but not limited to speeding, parking, bus lane and congestion charges) incurred whilst the Vehicle is in its possession, whether incurred in the United Kingdom or overseas, and

**shall indemnify the Supplier on demand for any amounts paid by the Supplier in connection with such offences and/or violations.**

**10.2The Company shall pay an administrative charge for each traffic offence and/or violation handled by the Supplier, as set out in the Rate Schedule.**

## **11MILEAGE**

**11.1Notwithstanding any mileage limit identified in a Rental Agreement, a “cap” of a maximum of 2,500 miles/4,023 kilometres for each vehicle during any 28 day period applies to all rentals. This cap may be altered if the parties agree to do so in the Rate Schedule. We may charge 15 pence per mile (depending on vehicle) or such other amount as noted in the Rate Schedule for any mileage above the agreed “cap”.**

**11.2The Price is based on the mileage provided to the Supplier by the Company. If the Vehicles mileage exceeds the agreed mileage , the Supplier may vary the Price. Mileage allowances are per Vehicle and cannot be averaged across a number of Vehicles. Unless confirmed in writing by the Supplier.**

## **12INSURANCE**

**12.1The Company shall obtain and maintain comprehensive insurance cover for all Drivers and for each Vehicle. Such insurance for the Vehicle will extend from the Rental Start Date until the Vehicle is returned to and accepted by an employee of the Supplier.**

**12.2The Company warrants that such insurance will meet the minimum requirements of the Road Traffic Act 1988 (RTA) and acknowledges and agrees that neither the Company, any of it group companies nor the Drivers shall be entitled to any indemnity under the Supplier’s motor fleet insurance policy.**

**12.3The Company shall defend, indemnify, and hold the Supplier and the Supplier’s insurers harmless from all losses, liabilities, damages, injuries, claims, suits, demands, costs, and expenses (including, without limitation, reasonable legal fees and expenses) which the Supplier or their insurers may incur in any manner under this Account Agreement, or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle by any party or related to or arising out of or in connection with the use, operation or condition of any Vehicle including claims of or liabilities to third parties.**

**12.4** By entering into this Account Agreement, the Company grants its authorisation for (i) the Supplier to contact the Company's insurance provider or broker in order to verify the Company's insurance coverage; and (ii) the Company's insurance provider or broker to disclose any information to the Supplier which the Supplier may request from the Company's insurance provider or broker from time to time, to verify insurance coverage or matters in connection with such insurance coverage. Upon request from the Supplier, the Company shall promptly verify such authorisation in a separate written document.

**12.5** The Company shall, annually within thirty (30) days of policy renewal, provide the Supplier with a copy of the policy of insurance, the premium receipts and insurance certificate. The Company shall not use or allow any Vehicle to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing which may invalidate the insurance.

**12.6** The Company shall procure that its insurance provider shall notify the Supplier in writing should the Company fail to pay any premium in respect of the insurance. The Company shall on demand indemnify the Supplier against all loss or damage to any Vehicle not recoverable under the Company's policy of insurance.

### **13 EXCESS DISTANCE CHARGE (Where Applicable)**

**13.1** The Company shall supply the Supplier with an accurate odometer reading for each Vehicle in writing on each anniversary of the Rental Start Date (and on the date of termination or expiry of the Rental Period), which reading the Supplier shall be entitled to verify, or obtain for itself, from time to time by inspection of the Vehicle(s).

**13.2** If the odometer on any Vehicle ceases to function properly or if the Supplier's or the manufacturer's seals on the odometer of any Vehicle is or has been interfered with, the Supplier shall be entitled to estimate the distance travelled by that Vehicle for the period during which the odometer has failed to function properly. If the odometer of the Vehicle shall fail the Company shall immediately deliver the Vehicle to the Company for repair and will inform the Company of the dates upon which the odometer was not working.

**13.3** Where the actual distance travelled by a Vehicle at any time exceeds the Annual Distance Limit (or the pro rata amount of the Distance Limit as the case may be) then the Company shall pay the Excess Distance Charge in accordance

with clause 19.5. Any miles travelled by a Replacement Vehicle for the Vehicle will be included in determining whether the Vehicle has exceeded the Annual Distance Limit (or the pro rata amount of the Distance Limit as the case may be). Where any Rental Agreement is terminated early, the Annual Distance Limit or the Distance Limit shall be reduced proportionately for each month of the unexpired term.

**13.4**The Company shall not receive any credit or rebate following expiry or earlier termination for having used less than the full Annual Distance Limit or the Distance Limit.

**13.5**The Company shall pay the Excess Distance Charges within seven (7) days of invoice by the Supplier.

#### **14EXPENSES**

**14.1**The Company shall pay the Supplier's reasonable and proper costs and expenses (including legal costs on a full indemnity basis) for:

**14.1.1**finding the Company's address if the Company changes address without notifying the Supplier or for finding the Vehicle if it is not at the address notified by the Company;

**14.1.2**taking steps, including court action, to recover or protect the Vehicle or otherwise enforcing this Account Agreement or any Rental Agreement in the event that the Company is in breach of the same.

The Company is liable for all costs, charges and expenses (including legal fees) and other sums incurred by the Company in connection with contraventions of the Road Traffic Acts by the Company including, but not limited to, all

reasonable collection, administration and correspondence charges.

#### **Account Agreement –**

#### **Terms and conditions**

Throughout this Agreement “Enterprise Flex E Rent”, “we” “our” or “us” means Enterprise Rent-A-Car UK Ltd T/A Enterprise Flex-E-Rent. “Company” “You” or “your” means the Customer, company, firm or organisation identified in the Account Agreement Summary, as well as its employees and representatives as appropriate. These terms relate to the Rental Agreement.

For a copy of our General Terms of Business please refer to [TBC: [www.flexerent.co.uk/terms-of-business](http://www.flexerent.co.uk/terms-of-business)]

## **1.GENERAL HIRE PROVISIONS**

1. The Suppliershall provide Vehicles to the Company on the conditions set out in this Account Agreement and the applicable Rental Agreement.
2. Title in the Vehicle(s) shall remain with the Supplier at all times.
3. The Company acknowledges and agrees that the Supplier may use an outsource partner from time to time to fulfil its obligations under this Account Agreement and any Rental Agreement.

## **2.START OF HIRE**

1. The rental of the Vehicle shall start on the day the Supplier delivers the Vehicle to the Company's premises, or the day the Company or Driver collects the Vehicle (the "**Rental Start Date**") and shall continue for the Rental Period specified by the Supplierunless the rental is terminated in accordance with the terms of the Rental Agreement or this Account Agreement.
  1. If the Company refuses to accept any Vehicle when delivery is made by the Supplierfor any reason other than non-compliance with the specifications expressly stated and confirmed in the Order, the Supplier may terminate the rental with immediate effect without any liability to the Company.
2. The Supplier shall use its reasonable endeavours to have the Vehicles delivered or available for collection on thedate requested by the Company.

### **1. VEHICLE ORDERING PROCESS**

1. No Order shall be binding until it has been confirmed in writing by the Supplier (which may include confirmation via email).
2. Following confirmation of an Order,the Supplier will liaise with the Company's nominated contact to arrange a delivery or collection date.
3. The Supplier does not guarantee a particular model of Vehicle will be available.

Vehicles are provided subject to availability.

### **2. DELIVERY AND COLLECTION**

1. The Supplier will during its Working Hours, deliver and collect free of charge, any Vehicle with a Rental Period in excess of twenty-eight(28) days, as set out in the Rental Agreement.
2. Where the Rental Period is twenty-eight (28) days or less as set out in the Rental Agreement, a delivery and collection charge will apply as set out in Rate Schedule.
3. Where the Company fails to make an authorised person available for delivery or fails to make an authorised person along with the Vehicle available for collection at the start or the end of the Rental Period as set out in the Rental Agreement, the

Company shall be charged an aborted delivery or collection charge as set out in Rate Schedule .

4. Risk in the Vehicle shall pass to the Company from the Rental Start Date until the end of the Rental Period.
5. The Rental Agreement shall specify the details of the Vehicle and include in particular the odometer reading on that Vehicle.
6. If any Vehicle is delivered to or collected by the Company before the booked rental start time, the Company agrees that it will hold, insure and otherwise deal with such Vehicle or Vehicles in all respects as if the rental had already started, save that the Company shall not be liable to pay the Price until the rental start

time as set out in the Rental Agreement.

### **3. CONDITION OF VEHICLE**

#### **1. On Commencement of Rental**

1. Vehicles will be provided by or on behalf of the Supplier in a roadworthy condition.
2. The Company shall ensure that the person taking delivery of or collecting a Vehicle on behalf of the Company shall enter into and sign the Supplier's standard Rental Agreement or the Delivery Document (as appropriate) on which any existing damage to the Vehicle other than Fair Wear and Tear will be recorded, and the Company and Driver shall be bound by the terms of such Rental Agreement or Delivery Document.
3. The Company shall remain liable for the Vehicle and its condition whether or not such documentation is completed or signed. If no damage is recorded the Vehicle will be deemed at the start of the rental to have been in new condition, save for Fair Wear and Tear.

#### **2. On Return of Vehicle**

1. On return, the Vehicle's condition will be assessed for Chargeable Damage:
2. In accordance with BVRLA Guidelines.
3. Chargeable Damage will be charged to the Company at the Supplier's sole discretion.

## **6. USE OF VEHICLE**

1. By accepting each delivery and commencing use of a Vehicle, the Company acknowledges that such Vehicle is fit for its purpose and is in good condition. The Company will return the Vehicle and its accessories to the Supplier in the condition required by the Return Conditions or in the same original condition as supplied to the Company, subject to Fair Wear and Tear.
2. The Vehicle shall, if required by the Supplier, be returned to the place from where the Vehicle was obtained (or to such Supplier's Depot as maybe notified in writing by the Supplier from time to time) on the day after the end of the Rental Period or such later date as may be notified by the Supplier.

3. During the Rental Period the Company shall keep the Vehicle and its accessories in its possession free from legal process or lien, and adequately and appropriately protected and secured.
4. The Company shall use the Vehicle only for the purposes of its business and shall not use, or permit the Vehicle to be used for any purposes for which the Vehicle is not expressly designed.
5. The Company agrees that it will not:
  1. use the Vehicle for the carriage of loads in excess of the legal carrying capacity of the Vehicle, or distribute loads unevenly;
  2. use or permit the Vehicle to be used for hire, driving tuition, racing, pace making, or competing in any rally nor for the propelling or towing of any other vehicle or any trailer (unless fitted with a tow bar), nor for any illegal purpose whatsoever;
  3. exceed any of the manufacturer's recommendations in the use of the Vehicle;
  4. use the Vehicle, or permit its use in any manner which would infringe any statutory regulation or Order relating to the driving and parking of the Vehicle or so as to cause danger to the public or persons in the Vehicle or risk damage to the Vehicle;
  5. carry in or on the Vehicle any goods, materials or produce which may damage the Vehicle or render it unfit to carry any other type of merchandise, or such other goods, materials or produce which may be hazardous or harmful to humans or other living beings;
  6. without the prior written consent of the Supplier effect any mechanical or other modification to the Vehicle, make any alterations or additions, fit any towing equipment or other accessories or non-standard tyres. Any additions, alterations or modified parts which may be made or incorporated (whether with or without consent) shall become part of the Vehicle and shall belong to the Supplier;
  7. remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt or purport to do so nor permit the same without prior written consent of the Supplier;
  8. deface the paintwork or bodywork of the Vehicle nor add or erect any painting, sign-writing, lettering or advertising to or on the Vehicle without the prior written consent of the Supplier;
  9. take or allow any Vehicle to be taken out of the United Kingdom mainland without the prior written consent of the Supplier and, if such consent is given, only on such terms as the Supplier shall notify. If the Vehicle is operated outside the United Kingdom mainland the Supplier makes no representation that the Vehicle complies with traffic or vehicle regulations in any such country and the Company hereby agrees that it is the Company's responsibility to make sure that the Vehicle complies with the regulations of the country concerned; and
  10. sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of any Vehicle or part thereof or charge the benefit of this Account Agreement or any Rental Agreement nor attempt or purport to do any of these things.

## **1. VEHICLE OFF-HIRE**

**14.2** Subject as below, the Company may at any time off hire a Vehicle. Prior to off hire, notification of off hire must be sent to an Enterprise Flex E Rent depot. The Company must pay the specified early termination charge, or, if none is specified, all charges for the remainder of the original Minimum Term. This shall apply even if the Company physically returns the Vehicle to the Supplier. On receipt of the said notification, the Supplier will provide the Company with an off hire reference which must be used to raise any future queries in relation to the off hire Vehicle.

**14.3** On termination of the Rental Period, the Company shall be liable for the Repair Costs and shall make payment for such costs to the Supplier within thirty (30) days of receipt of invoice.

**14.4** The Company shall remain liable for all charges relating to the off hire Vehicle until the Vehicle has been assessed for Chargeable Damage.

**14.5** Where the Company terminates any Rental Period, the Company shall (in addition to any other charges set out in this Account Agreement) pay:

**14.5.1** the Price (including the rental rate pro rata, up to the date of such termination);

**14.5.2** any outstanding balance in respect of charges for up fitting and livery;

**14.5.3** for any Chargeable Damage; and

**14.5.4** daily LOU if the Vehicle requires repair or unscheduled maintenance until the Vehicle is no longer off the road.

**14.6** Where the Company terminates the Rental Period for a specialist Vehicle prior to any applicable Minimum Term, the Company must pay the specified early termination charge, or, if none is specified, all charges for the remainder of the original Term.

**14.7** The Supplier may on thirty (30) days' notice terminate any rental without cause, in which case the Company shall make payment to the Supplier in accordance with clause 7.4.

## **15 DAMAGE AND MAINTENANCE**

1. All Vehicle damage must be promptly notified to the Supplier.



2. The Supplier shall have the right, at its discretion, to repair or have repaired any Vehicle including without limitation any Vehicle which is the subject of damage. The Company shall continue to pay the Price in respect of any such Vehicle during such reinstatement or repair.
3. Windscreens
  1. The Company shall not make, or procure the making of, windscreen repairs or replacements other than through the Supplier unless agreed by the supplier in writing.
4. Tyres
  1. It is the Company's responsibility to check tread depth regularly. Tyres must be replaced when tread levels reach 3mm.
  2. Tyres which have been properly maintained but require replacement due to general wear are not charged.
  3. Subject to clause 8.5, repair or replacement of punctured or damaged tyres will be charged to the Company as set out in Rate Schedule
  4. Where available, the Supplier will endeavour to use a mobile service provider, for which the Company will be charged as set out in the Rate Schedule.
  5. Where the Company arranges tyre repair or replacement, the Company must use one of the Supplier's approved tyre suppliers, or such other suppliers as notified in writing by the Supplier. The Supplier may consider betterment on some damaged tyres at its sole discretion.
5. General Maintenance
  1. In respect of the condition and maintenance of the Vehicle, the Company shall be solely responsible at its own cost for:-
    1. delivering the Vehicle to the Supplier at such times as are necessary to comply with the manufacturer's recommendations, and, in the case of HGVs, at the agreed periodic intervals for inspection;
    2. regularly checking and maintaining correct tyre pressures, wheelnuts, torques and lights;
    3. regularly checking and adjusting as necessary engine oil levels, battery fluid levels, screen wash levels, coolant levels and automatic transmission oil levels (as appropriate);
    4. regularly cleaning the exterior, interior and upholstery of the Vehicle;
    5. promptly reporting damage (subject to inspection by the Supplier);
    6. keeping accurate records of servicing (where applicable);
    7. arranging the regular servicing of the Vehicle;
    8. replacing any shattered, broken or splintered windscreens or windows; and
    9. reporting accurate mileage readings on request, but in any event, every twenty-eight (28) days,
    10. and shall make the Vehicle available to the Supplier for the purpose of arranging a MOT or other required test prior to the date on which a Vehicle test certificate is first required or (as the case may be) on or before the expiry date of the last such certificate.
6. Provided that the Company is not in breach of any of its obligations in this Account Agreement or the Rental Agreement, the Supplier shall obtain and pay for the vehicle excise licence and pay for any MOT or other annual test certificate for the Vehicle.

7. Provided that the Company is not in breach of any of its obligations to the Supplier in this Account Agreement or in the Rental Agreement, the Supplier shall also carry out or procure:
1. the agreed scheduled service and maintenance of the Vehicle. The Company must not carry out servicing or maintenance other than through the Supplier.  
All Vehicles must be serviced as and when indicated on the dashboard of the Vehicle or in line with the manufacturer's timeframes. Please refer to the Vehicle handbook for further guidance. It is the Company's responsibility to contact the Supplier when a Vehicle requires routine maintenance or servicing in accordance with this Account Agreement. The Supplier will advise the Company of the appointment details and location of such maintenance or servicing which, dependent on location, the Supplier will endeavour to provide on-site. If the Vehicle is not made available for such appointment the Company shall be liable for the Supplier's costs;
  2. the scheduled periodic agreed inspections of the Vehicle if it is a HGV. The Company must at all times maintain the Vehicles in a roadworthy condition. This should be done by carrying out routine daily checks and alerting the Supplier immediately of any defects or problems that may arise;
  3. all repairs and replacements to the Vehicle necessary as a result of Fair Wear and Tear which are:
    1. caused by mechanical breakdown; and
    2. occur on the United Kingdom mainland;
  4. if a Vehicle suffers damage as a result of missed or late servicing, the lack of general maintenance (such as oil, brakes or tyres replacements) or Driver negligence, the Company will be responsible for the Repair Costs plus charges as set out in Rate Schedule ; and
  5. all replacements of tyres required as a result of Fair Wear and Tear or faulty manufacture, provided that the Company has pre-elected to include tyres within the Price and the Company shall obtain the prior written consent of the Supplier for any such replacement by the Company.
8. The Company shall carry out or cause to be carried out, at its own cost, all repairs and replacements to the Vehicle as may be necessitated in the event of mechanical breakdown in the United Kingdom mainland or as may be required during the course of regular service and maintenance in accordance with the manufacturer's recommendations and at such service stations as shall be approved by the Supplier (such approval not to be unreasonably withheld or delayed). Where a repair or replacement to a Vehicle is carried out pursuant to this clause 8.11, the Company shall on each occasion provide full details of any such repairs or replacements to the Supplier in writing no later than seven (7) days following completion of the relevant repair or replacement. The Company acknowledges and agrees that it shall be responsible and liable for all costs, losses and liabilities arising from or in connection with any poor repair or replacement carried out to a Vehicle.
9. If there is a change in legislation or use of the Vehicles by the Company which requires a more frequent inspection regime or alteration to the maintenance or other services to be provided to the Company, the Supplier shall notify the Company as soon as practicable of the variation to the Price and such variation shall take effect thirty (30) days from such notice. The Supplier shall not in any circumstances be obliged to meet the costs of

servicing or repairing any accessories fitted to the Vehicle after delivery (and the Company agrees only to fit such accessories with the prior written consent of the Supplier). Where failure to maintain such accessories might adversely affect the condition of the Vehicle (which expression shall in this context exclude the accessories themselves), the Company, at its own cost, shall arrange for regular maintenance of, and any necessary repairs to, such accessories.

10. All agreed reimbursements to be made by the Supplier for any replacement tyre installed whilst the Vehicle was outside the United Kingdom shall be subject to receipt by the Supplier of the original receipted invoices (as evidence that the work has been carried out) and, where relevant, either receipt of certified copy records or the return of the original tyre casing to the Supplier's Depot. The Supplier shall reimburse to the Company a sum no greater than the equivalent cost of a replacement tyre if the replacement had been carried out in the United Kingdom mainland.
11. If the Vehicle suffers a mechanical breakdown due to Fair Wear and Tear while outside the United Kingdom mainland, the Supplier shall, subject to having given prior written consent to the Company for the necessary repairs and receiving original receipted invoices, reimburse to the Company a sum equal to the equivalent cost of repairs had the repairs been carried out in the United Kingdom mainland. The Supplier shall not be liable for any other costs incurred by the Company in such circumstances, including, without limitation, the replacement of the Vehicle and the recovery of the Vehicle to the United Kingdom mainland or loss of any goods.

## **16 BREAKDOWN ASSISTANCE**

1. The Company must not obtain breakdown assistance other than through the Supplier.
2. The Supplier provides 24/7 breakdown assistance through its breakdown service partner. Breakdown assistance is free of charge if the Vehicle is under manufacturer's warranty, has been serviced and maintained in accordance with this Account Agreement, and the breakdown is not the result of accident, malicious intent or Driver fault. If these requirements are not met, the charges set out in Rate Schedule shall be payable by the Company to the Supplier.
3. If a fault with the Vehicle (e.g. engine warning light) becomes apparent, use of the Vehicle must cease immediately and the Company must request breakdown assistance.
4. Where breakdown assistance is provided free of charge and the Vehicle will remain off the road, a relief Vehicle may be provided in accordance with clause 10.

## **17 RELIEF VEHICLES**

1. Where a Vehicle is off the road, a relief Vehicle may be provided at the Supplier's reasonable discretion. The Company acknowledges that relief Vehicles may not be of the same specification as the Vehicle which is off the road.
2. The Company shall be responsible for ensuring that the relief Vehicle is fully insured in accordance with the requirements in clause 18.
3. Loss of Use

1. Where a relief Vehicle is provided, the Company will continue to pay all charges relating to the off the road Vehicle and LOU may be payable.
2. Where LOU is payable, LOU will be charged for the period from when a Vehicle is off the road as a result of chargeable repair or maintenance.
3. The daily LOU charges are set out in Rate Schedule. Where a relief Vehicle is provided, one day's LOU will be payable for each day (or part thereof) the Vehicle is off the road.
4. If the Vehicle becomes temporarily un-roadworthy whilst on the United Kingdom mainland and the Company has elected to pay for replacement vehicle cover, the Supplier shall make available a replacement Vehicle ("**Replacement Vehicle**") (the age and type of which is at the reasonable discretion of the Supplier) within forty-eight (48) hours of receipt of notification from the Company, or as soon as reasonably possible thereafter provided that:
  1. the Replacement Vehicle is required as a result of mechanical failure; and
  2. the Company is not in breach of any of its obligations under this Account Agreement and any Rental Agreement.
5. Any Replacement Vehicle supplied pursuant to clause 10.6 shall be treated as an original Vehicle for the purposes of this Account Agreement and the Rental Agreement.
6. Where the Company has not elected to pay Replacement Vehicle cover, it shall have no entitlement to a Replacement Vehicle and shall continue to pay Price during the period in which the Vehicle is unusable or unavailable.

## **18TOTAL LOSS**

1. In the event that a Vehicle is declared a Total Loss, as determined by the Supplier, the Company will be charged:
  1. the market value of the Vehicle LESS salvage value; PLUS
  2. the rental charge rate until the final settlement is paid ; PLUS
  3. compensate the Supplier for all losses which it will sustain as a result of the loss of that Vehicle.

## **1. DUTIES OF THE COMPANY**

### **19.1The Company shall:-**

**19.1.1where the Vehicle is a HGV, comply with its obligations under the Goods Vehicles (Licensing Of Operators) Act 1995 and the Road Traffic Act 2000 and in particular ensure that:**

**19.1.2the Vehicle is only used with a valid Operator's Licence for the traffic area or area(s) in which the Vehicle is used;**

**19.1.3nothing is done to jeopardise the validity of the Operator's Licence including, without limitation, breaching the Operator's Licence;**

**19.1.4a** copy of any request to attend a public enquiry in relation to the Operator's Licence is promptly forwarded to the Supplier and the outcome of the enquiry is promptly notified to the Supplier in writing including whether any action is being taken by the Traffic Commissioner to vary, revoke, amend, suspend or curtail the Operator's Licence;

**19.1.5** the Operator's Licence is not surrendered without fourteen (14) days' written notice being given to the Supplier;

**19.1.6** The Company will provide a copy of its Operator's Licence on demand and will promptly notify the Supplier of any changes to, revocation, suspension or termination of such licence.

**19.1.7** ensure that the Vehicle is operated properly and safely by the Company's authorised Drivers who at all times shall hold valid and current driving licences in the appropriate classes;

**19.1.8** deliver and collect the Vehicle to and from any maintenance or repairing agent, and pay for the cost of moving any Vehicle to a repairing agent when it has become unroadworthy;

**19.1.9** pay for all fuel, materials, oil, grease and lubricants for the proper running of the Vehicle and ensure that sufficient anti-freeze of a recommended type is at all material times maintained in the Vehicle's radiator;

**19.1.10** indemnify the Supplier against all fines, penalties and liabilities (including any court costs) imposed on the Supplier or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation by the Company or the Driver, together with any cost or expense relating thereto incurred by the Supplier;

**19.1.11** collect from and return to the Supplier, or from and to such Supplier's branches as the Supplier shall advise, any Replacement Vehicle made available to the Company. The Company shall (a) ensure that the Replacement Vehicle is insured at all times in accordance with the requirements in clause 18 (Insurance), and (b) return the Replacement Vehicle within forty-eight (48) hours after the Company has been informed by the Supplier that the original Vehicle is ready for collection, failing which the Company will pay additional charges for the Replacement Vehicle at the rate reasonably determined by the Supplier for the period during which the Replacement Vehicle is retained by the Company;

**19.1.12** bear the cost of the repair or rectification of any damage to the Vehicle resulting from vandalism, theft, negligence, accident or improper use of the Vehicle during the Rental Period;

**19.1.13** take all necessary steps at its own expense to retain and recover possession and control of any Vehicle of which the Company loses possession or control;

**19.1.14** permit the Supplier or its authorised representatives at all reasonable times and on reasonable notice to enter upon the premises where any Vehicle may from time to time be garaged or parked to inspect and test the condition of the Vehicle;

**19.1.15** notify the Supplier of any change to the Company's address and, upon request by the Supplier, promptly inform the Supplier of the whereabouts of the Vehicle; and

**19.1.16** without prejudice to the generality of the foregoing provisions not to use or permit the Vehicle to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular to the regulations affecting maintenance and usage of tyres.

## **20 PRICE AND PAYMENT**

**20.1** The Company shall pay to the Supplier promptly upon demand (the "Due Date"):

**20.1.1** the Price; and

**20.1.2** any Excess Distance Charges, Chargeable Damage and any other payments set out in the Rental Agreement or required under this Account Agreement from time to time.

**20.2** All amounts are stated exclusive of VAT (and any other applicable taxes from time to time) which shall be payable by the Company.

**20.3** Following the Supplier's standard billing period from time to time, the Company shall be invoiced by or on behalf of the Supplier.

**20.4** The Company shall pay the Supplier within thirty (30) days of the date of the Supplier's invoice. No payment will be deemed to have been received until the

**Supplier has received cleared funds. All sums payable to the Supplier will become due immediately upon termination of this Account Agreement.**

**20.5 Any invoice queries shall be raised within twenty-one (21) days from the date of the Supplier's relevant invoice. Failure to do so shall constitute irrevocable acceptance of such invoiced amounts.**

**20.6 If the Company fails to make any payment due to the Supplier by the due date for payment the Company shall pay interest on the overdue amount at the statutory interest rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Company shall pay the interest together with the overdue amount.**

**20.7 In relation to payments reasonably disputed in good faith, interest under clause 13.6 shall be payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment. Notwithstanding the foregoing, payment on undisputed amounts in an invoice shall be paid in accordance with clause 13.4.**

**20.8 All amounts due under this Account Agreement shall be paid in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless required by law to make any such deduction or withholding.**

**20.9 The Company expressly acknowledges that the Supplier shall be entitled to vary the Price:**

**20.9.1 from time to time to incorporate any movements in vehicle excise duties or similar charges imposed by legislation or HM Revenue and Customs;**

**20.9.2 on any anniversary of the Rental Start Date during this Account Agreement by such reasonable additional amount as the Supplier decides, if in the previous year the Company has exceeded the Annual Distance Limit; and**

**20.10 in each case the Price shall be varied thirty (30) days from the**