

COOPERGROUPUK

Providing waste vehicle solutions for over twenty years

VEHICLE HIRE TERMS & CONDITIONS

STANDARD TERMS AND CONDITIONS

1. Parties

1.1 "CMS" is CMS Hire Limited (English registered company with registration number 463375) whose registered office is situated at 3 Dale Street, Bilston, Wolverhampton WV14 7JY.

1.2 "The Hirer" is the organisation whose details are set out in the Schedule.

2. Definitions and Interpretations

"CMS Premises" Unit 3 Dale Street Bilston West Midlands, WV14 7JY.

"Hire Period" The Hire Period set out in the Schedule commencing on the day the Hirer takes delivery of the Vehicle and ending on the day when the Vehicle is returned to the CMS Premises or made available for collection whichever is applicable.

"Insured Value" the insured value of the Vehicle set out in the Schedule or in default £150,000.00.

"Rental" The rental payable by the Hirer to CMS in respect of the Vehicle during the Hire Period as set out in the Schedule including any extras set out therein payable on the Rental Payment Day.

"Rental Payment Day" Shall be the ____ day of each month during the Hire Period when the Rental shall be due and payable. "Vehicle" The vehicle whose details are set out in the Schedule.

3. Agreement

3.1 CMS agrees to hire the Vehicle to the Hirer for the Hire Period.

3.2 The Hirer agrees to Hire the Vehicle from CMS and to pay the Rental to CMS for the hire of the Vehicle during the Hire Period.

3.3 Unless this agreement is for a fixed Hire Period it shall continue until its terminated under the provisions of this agreement.

4. Hirers Obligations.

4.1 The Hirer shall pay:-

4.1.1 The Rental each Rental Payment Day;

4.1.2 Interest on any moneys due to CMS at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 together with statutory compensation thereon.

4.2 The Hirer shall if so required pay CMS on demand:

4.2.1 A pre payment payable before the commencement of the Hire Period and consisting of:

(i) A reservation deposit which will be forfeited in the event of cancellation of this Agreement prior to commencement of the Hire Period; (ii) an estimated Rental calculated by reference to a notional time charge and mileage rate relevant to the Hire Period.;

The above sums shall thereafter be set off against the actual final Rental Charge due pursuant to 4.1 above;

4.2.2 A delivery or collection charge computed at the rates entered in the Schedule will be submitted to and agreed by the hirer prior to vehicle delivery or hirer vehicle collection. The hirer upon agreement with CMS can arrange vehicle collection / delivery from a third party source, all associated fees or charges are payable by the hirer. Third Party delivery / collections must be authorised and insured before driving / delivering or collecting any CMS vehicles. All CMS vehicles must be returned to CMS premises within twenty four hours of end of hire agreement to avoid penalty charges.

4.2.3 a fuel and oil charge computed on the basis of the amount of fuel and oil required when the vehicle is returned to bring the oil and fuel levels up to the full position;

4.2.4 CMS costs including indemnity legal fees and disbursements incurred both before and after judgement in collecting any overdue payments;

4.2.5 CMS costs for repairing, damage or replacement of loss caused to the vehicle during any Hire Period.

4.3 Upon termination of the Agreement the Hirer shall deliver the Vehicle to CMS Premises together with all tyres, tools and equipment, in the same condition as the said Vehicle, tyres tools and equipment were in at the commencement of the Hire Period. If the Vehicle is not delivered CMS Premises the Hirer agrees to pay a recovery charge.

4.4 The Vehicle shall not be used:-

4.4.1 For any unlawful purpose;

4.4.2 To push or tow any vehicle or trailer save for a properly coupled trailer with the prior written consent of CMS;

4.4.3 By any person except the Hirer or qualified licensed driver employed or authorised by the Hirer having the Hirers prior consent or a motor vehicle repairer in the event of an accident or breakdown;

4.4.4 For purposes other than those for which the Vehicle was designed;

4.4.5 Outside the United Kingdom save with the express written consent of CMS. In the event that permission is given for the use of the vehicle outside the United Kingdom all breakdown damage and recovery to the UK will be at the Hirers own expense;

4.4.6 In contravention of the provisions of any Act of Parliament Order or Regulation effecting the use or condition or operation of the vehicle or part thereof;

4.4.7 Following the expiration of the Hire Period.

4.5 Throughout the Hire Period:

4.5.1 The Hirer will at its own cost maintain comprehensive insurance cover for the vehicle for the insured value against risks and on terms (including any exclusions) approved by CMS ("the Policy"). The Hirer shall supply a copy of the Policy to CMS on demand;

4.5.2 The Hirer shall notify the insurers of the Vehicle of CMS's interest in it and ensure that the interest of CMS be noted upon the Policy;

4.5.3 At all times the Hirer shall comply with the terms and conditions contained in the Policy effected by the Hirer;

4.5.4 The Hirer shall not submit any claim against the insurers of the Vehicle without the prior written consent of CMS;

4.5.5 The Hirer shall hold any monies received from its insurers in respect of any claim made for damage to and/loss of the Vehicle and/or any other losses upon trust for CMS unless its for restoring the Vehicle with the consent of CMS;

4.5.6 The Hirer shall keep the Vehicle in a secured compound at its premises set out above, or such other premises notified to CMS in writing.

5. Accidents or Damage or Theft.

5.1 The Hirer shall:-

5.1.1 Take all reasonable precautions to ensure that the Vehicle is not stolen damaged or destroyed;

5.1.2 Promptly notify CMS of any accidents in which the Vehicle is involved;

5.1.3 Report any accident involving an injury to any person or property of a third party to the police and notify CMS of the incident number allocated to the accident report;

5.1.4 Provide a full written report to CMS of the accident and the circumstances of the accident and the appropriate investigations carried out. Such reports are to include (without limitation) the date and place of the accident and the name and address of the driver of the vehicle and any witnesses to the accident;

5.1.5 Supply a copy of any claim form submitted to the Hirers insurers at the same time as it is submitted to the Insurance Company.

5.2 If the Vehicle is damaged and is incapable of use or written off as being beyond economical repair the Hirer shall continue to pay the Rental until such time that the Vehicle is repaired and capable of use or CMS receives a payment from the Hirer or the Hirer's insurer of a sum equal to the Insured value notwithstanding that such date of payment shall be after the date on which the Hire Period expires.

5.3 CMS may elect to repair any damage to the Vehicle itself. In the event that this election is given the Hirer shall deliver the Vehicle to such address directed by CMS at the Hire's expense.

5.4 In the event that the Vehicle suffers a total loss the Hirer shall pay to CMS on demand the sum equivalent to the Insured value.

5.5t The Hirer will pay a Rental charge for the Vehicle in the event of a total loss of the Vehicle by reason as being written off being economical repair or if the Vehicle is stolen and not recovered the same rate as the Rental from the end of the Hire Period to the date of the Insured value is paid by the Insurance company.

5.6 The Hirer will indemnify CMS on demand against all costs incurred by CMS for repairing any damage which the Vehicle sustains during any Hire Period, regardless as to whether the cause of the damage of a fault of the driver or not.

5.7 The Hirer shall indemnify CMS against any loss including without limitations any loss of Rental suffered by CMS if the Vehicle is damaged at any time during the Hire Period.

5.8 When the Vehicle is returned to CMS or made available for collection by CMS it shall be empty of waste. In the event that the Vehicle is delivered or made available but still laden either fully or partially with waste, CMS will dispose of the waste at the expense of the Hirer. Further, the Vehicle will remain on the Hirers insurance until the said waste has been discharged and the vehicle returned to CMS Premises.

6. Maintenance and Repair and Reporting Defects.

6.1

The Hirer shall at its expense carry out all necessary routine maintenance to the Vehicle, to keep the Vehicle in good repair and condition, roadworthy and in good working order. Specifically the Hirer shall:

6.1.1

At all times keep the Vehicle clean and hygienic and wash out the hopper at regular intervals;

6.1.2

Check daily the levels of Oil, Air, Water and Antifreeze and top up as necessary;

6.1.3

Check the condition of the tyres;

6.1.4

Check the condition of the battery and ensure that it is properly maintained;

6.1.5

When it becomes apparent that the vehicle has a defect and/or is in need of a repair, the Hirer should notify CMS within 24 hours of any breakdown. Where the defect is with a tyre, the Hirer shall replace any damaged tyre with a new tyre of the same make, type and size as the damaged tyre. The Hirer shall be responsible for the cost of replacing the said tyre. The Hirer is not permitted to repair the tyre or authorise any third party to repair the tyre;

6.1.6

The Hirer shall ensure that CMS will have access to the Vehicle at any time provided that CMS will give the Hirer not less than 12 hours prior notice to inspect and carry out any repairs upon the Vehicle;

6.1.7

The Hirer shall not hold itself out as the owner of the Vehicle nor shall it act or purport to act as an agent of CMS for the purposes or pledging of credit of CMS or for any repair or to create or allow any lien on the Vehicle to be created;

6.1.8

The Hirer shall not paint or cause to place any sign or logo on the vehicle without the prior written consent of CMS;

6.1.9

On demand to indemnify CMS against any parking tickets, speeding fines or any other fines or penalties incurred during the Hire Period and (upon demand) to identify the driver of the vehicle at the time of the offence or violation was committed;

6.1.10

The Hirer shall have exclusive possession of the Vehicle for the entire Hire Period. However, the Hirer shall not sublet the Vehicle nor assign, transfer, charge the benefit of, or any way make over this agreement in part thereof without the prior written consent of CMS.

7. CMS Obligations.

7.1

CMS shall (subject to the Hirer performing its obligations under this agreement):-

7.1.1

Ensure that the Vehicle has a current valid MOT Certificate at all times during the Hire Period.

7.1.2

Pay and be responsible for any excise duty payable in respect of the Vehicle.

7.1.3

At its own expense throughout the Hire Period, keep the Vehicle properly serviced in accordance with the recommendations of the manufacturer.

7.1.4

At its own expense collect and return the Vehicle to the Hirer when it requires servicing and/or MOT testing.

7.1.5

When the Vehicle is required for servicing and or MOT testing to use its reasonable endeavours to supply a substitute vehicle to the Hirer during this period.

7.1.6

To carry out any repairs to the Vehicle and to rectify the defects reported in writing to CMS as soon as reasonably practical after receiving notice in writing in need of repair or defect.

7.1.7

To replace tyres on the Vehicle when necessary due to fair wear and tear at having received a request in writing from the Hirer.

7.2

CMS shall maintain adequate insurance against liability for:

7.2.1

Death or personal injury caused by the negligence of CMS or its employees.

7.2.2

Other loss of damage caused by the negligence of CMS or its employees which in any case is limited to £5 million for any one incident.

7.2.3

Damage to the Vehicle whilst in the care, custody, control of CMS.

7.2.4

CMS accepts no liability under any circumstances for any loss of profit business, production or any other similar loss or damage whether direct, indirect or consequence over cause.

7.2.5

CMS shall not be liable for any loss or damage to any property of the Hirer or any person who may have been in the Vehicle either before or after it is returned to CMS, whether or not the negligence of CMS or its agents, servants or employees.

8. Other matters

8.1

Risk in the Vehicle will pass to the Hirer immediately upon delivery of the Vehicle to the Hirer.

8.2

The Vehicle shall be deemed to be in good and satisfactory condition (save for any defects or damage that is noted on the schedule of condition at the commencement of the Hire Period).

8.3

This agreement is personal to the Hirer and it may not be assigned or charged to any third party without the prior written consent of CMS.

8.4

The Hirer shall not be required to pay the Rental in respect of any period in excess of 24 hours when the Vehicle is under going service, repairs, MOT testing in circumstances where the Hirer has not been provided with a substitute vehicle. Where a substitute vehicle is provided then the Hirer shall remain liable to and maintain the Rental payments.

9. Termination

9.1

In case of a fixed Hire Period the Hire of the vehicle shall terminate at the end of the Hire Period.

9.2

In the case of a non fixed Hire Period this Hire agreement may be terminated:

9.2.1

By the Hirer giving notice to CMS of its wish to terminate the Hire Agreement and return the vehicle to CMS (in the case of daily hire) within 12 hours after the giving of such notice;

9.2.2

In all other cases the Hirer shall give not less than 1 week's notice to terminate.

9.3

The Hirer may only give notice to terminate this agreement to take effect at the end of a complete period of Hire.

9.4

If this agreement is terminated by either party, the Hirer shall immediately return the Vehicle to CMS. Should the Hirer fail to return the Vehicle, CMS have the right to take the possession of the vehicle and to remove the same and shall be entitled to enter any premises of the Hirer or any premises over which they have control for these purposes. The Hirer shall be liable for the costs arising therefrom.

9.5

This agreement shall terminate if the Hirers Insurers or CMS declaring that the Vehicle is beyond economical repair and the Hirer Insurers have made a payment to CMS for the Insured value.

9.6

Where the Vehicle is subject to a head finance agreement between CMS and a third party finance provider; this Agreement may be terminated on 30 days notice to the Hirer if the third party finance provider is entitled to repossess the Vehicle under the terms of that head finance agreement. In the event of this clause taking effect neither CMS nor the third party finance provider shall be under any obligation to provide a replacement vehicle or maintain the Vehicle with immediate effect.

9.7

Either party shall terminate the agreement if the other party is in any time in breach of its obligations under the agreement and the party in breach fails to remedy a breach, which is capable of being remedied within 14 days.

9.8

CMS may terminate this agreement if any Rental payment remains unpaid for a period in excess of 30 days.

9.9

Termination of this agreement shall be without prejudice to the claims of either party against the other party.

10. Other Provisions

10.1

If any provision of this agreement to be found contrary to law or enforceable in law that provision shall be deemed to be deleted and the remainder of the agreement shall remain in force provided that the substance of this agreement shall not be effected by it.

10.2

Although CMS shall make any reasonable effort to discharge their obligations under this agreement in a prompt and efficient manner, it does not accept responsibility for failure or delay caused by circumstances beyond its immediate control. If any such circumstances occur, CMS will discharge its obligations as soon as the circumstances have ceased to affect its operations.

10.3

Notices to be served on CMS shall be served at CMS Premises and shall be served on the date of delivery by the post office.

10.4

Notices to be served on the Hirer shall be served by a persons at the address of the Hirer in this agreement or be sent by recorded delivery addressed to the Hirer at the address and shall be served on the date of delivery by the Post Office.

10.5

This agreement shall be subject to English Law and the parties submit to the exclusive jurisdiction of the Birmingham District Registry of the High Court of Justice.

10.6

This agreement and the Schedule attached form the entire agreement between the parties. This agreement shall not be varied unless the said variation is in writing and signed and dated by both parties. The variation should take effect from the date that the last party signs and dates any written variation.