



BLAKEDALE

a visible advantage

Sterling House, 2-4 Mill Lane, Whittle-le-Woods, Chorley PR6 7LX
Tel: 01257 263616 Fax: 01257 241368
email: blakedale@roadsafety.co.uk
www.roadsafety.co.uk

Rental Agreement No: _____

Account No: _____

Hire Contract No: _____

CLIENT DETAILS

Company Name

Address

.....

Post Code

Tel Fax

Email

Contact Name

Contact Number

SITE DETAILS

Site Contact

Site Number

Site Address

.....

CLIENT'S INSURANCE DETAILS

Company Insurance

Expiry Date

Policy No

HIRE TERMS

Rental Rate: Weekly £

Delivery £

Collection £

Payment terms: 30 days net

Minimum: 1 week/

Mileage allowance:

EQUIPMENT HIRED

Vehicle

Reg

Order Number

HIRE PERIOD COMMENCING

Date

Additional Conditions of Hire

i) At the start of the hire the vehicle will leave the Blakedale compound with a full tank of fuel.

ii) At the end of hire the vehicle will be returned to the Blakedale compound and if necessary be filled with fuel. This will be re-charged to the client at cost plus 10%.

iii) A 10% administration fee will be levied on all chargeable defects.

CLIENTS DAILY RESPONSIBILITIES

- Wheel nuts correctly torqued.
- Tyre pressures are correct and in a roadworthy condition.
- All lights and markings clean and in working order.
- All water, oil, ad-blue and fuel levels to be checked and correctly maintained.
- Any damage or breakdown to be reported to Blakedale immediately.

I/We hereby agree to be bound by this rental agreement and terms and conditions overleaf, and will keep in force the insurance as set out in the terms and conditions until the equipment is returned to the custody of Blakedale Ltd.

Signature on behalf of Client

Print Name

Company Name

Signature on behalf of Blakedale

Date

HIRE PERIOD TERMINATING

Time Date

Signature on behalf of Client

Print Name

Company Name

Signature on behalf of Blakedale

Date

1. Definitions

- 1.1 In these Terms and Conditions the following expressions shall have the following meanings
- (a) "the Contract" shall mean the rental agreement made between BLAKEDALE and the Customer together with any variation or amendment thereof made pursuant to clause (16)
- (b) "the Customer" shall mean the Customer named overleaf, including the Customer's officers, employees, servants or agents.
- (c) "the Equipment" shall mean the Equipment described in the Contract.
- (d) "Substitute Equipment" shall mean Equipment for the time being substituted for the Equipment under the provision of clause 4 hereof.
- (e) "Rental Period" shall mean the period specified in the Contract
- (f) "Rental Charge" shall mean the Rental Charge specified in the Contract.
- (g) "BLAKEDALE's branch" shall mean the BLAKEDALE branch situate at Sterling House, 2-4 Mill Lane, Whittle-le-Woods, Chorley, PR6 7LX.
- (h) "Replacement Cost" shall mean the cost to BLAKEDALE of the replacement of the Equipment or of the Substitute Equipment as at the date of the destruction or loss of the Equipment or Substitute Equipment howsoever caused.

2. Condition of Equipment on delivery

The Equipment shall be deemed to have been in good condition, in efficient running order and of neat and proper appearance when delivered or collected by the Customer save for deficiencies specified in the Contract.

3. Servicing maintenance and repairs

Throughout the Rental Period BLAKEDALE shall (unless otherwise agreed)

- 3.1 at its own expense
- (a) service and maintain the Equipment
- (b) carry out any mechanical repairs to the Equipment which in BLAKEDALE's opinion have become necessary as a result of fair wear and tear
- (c) prepare and submit the Equipment for an annual test by the Department of Transport

3.2 at the expense of the Customer carry out any repairs to the Equipment which in BLAKEDALE's opinion have become necessary as a result of misuse accident or otherwise than as a result of wear and tear. Provide that BLAKEDALE shall be under no obligation to repair any Equipment which in BLAKEDALE's opinion has been damaged beyond economic repair in which event the Customer shall pay to BLAKEDALE the Replacement Cost of such Equipment in the Contract less depreciation at the rate determined by BLAKEDALE

- (A) to enable BLAKEDALE to carry out such servicing maintenance and repairs the Customer undertakes
- (i) to permit BLAKEDALE and any person authorised by BLAKEDALE to inspect and examine the Equipment at any time upon reasonable notice and for this purpose to enter upon any land or premises on or in which the Equipment is for the time being situated
- (ii) at its own expense and cost and upon reasonable notice from BLAKEDALE to present the Equipment at such premises as directed and as often as deemed necessary and stipulated by BLAKEDALE to enable the Equipment to be (a) serviced and (b) submitted to be tested at a Department of Transport Goods Vehicle Testing Station before the expiry of its current Goods Vehicle Test Certificate
- (iii) in the event of the Equipment developing a mechanical fault or suffering damage rendering the same immobile to notify BLAKEDALE of such fault or damage and if so requested by BLAKEDALE to deliver the same to the BLAKEDALE branch or to such other place as BLAKEDALE may reasonably require
- (iv) in the event of the Equipment suffering mechanical breakdown or damage rendering the same immobile to notify BLAKEDALE forthwith of the nature of the breakdown, its cause (if known) and the precise location of the Equipment. BLAKEDALE will thereupon use all reasonable endeavours to procure that any necessary repairs to the Equipment are commenced within 24 hours of receiving the notification

- (B) Except in the case of emergency the Customer shall not without BLAKEDALE's written authority cause or permit the Equipment to be repaired altered serviced or maintained otherwise than by BLAKEDALE. If such repair alteration service or maintenance is carried out to the Equipment by or on behalf of the Customer (whether or not with BLAKEDALE's authority) the Customer shall:
- (i) forthwith give BLAKEDALE written notice of the nature thereof and
- (ii) recompense BLAKEDALE for any damage or deterioration to the Equipment which is occasioned thereby

(C) BLAKEDALE will endeavour to perform its obligation under this Clause 3 expeditiously and with the minimum of disruption to the Customer's business and will notify the Customer promptly upon the Equipment being ready for collection but BLAKEDALE shall not be liable for any demurrage loss of business or Contract or other consequential loss whatever nature and however caused arising out of or in connection with any delay in the performance of such obligation

(D) The Rental Charge shall continue to be payable by the Customer for any period during which the Equipment is being serviced maintained or repaired.

(E) The sums payable by the Customer in respect of repairs carried out by BLAKEDALE shall be assessed on the basis that BLAKEDALE is entitled to levy a reasonable administration charge for execution of such repairs

4. Substitute Equipment

In the event of the Equipment suffering mechanical breakdown otherwise than as a result of any act of default of the Customer and if in the opinion of BLAKEDALE any necessary repairs cannot reasonably be effected within 72 hours of the commencement thereof BLAKEDALE shall as soon as reasonably practical endeavour to make available to the Customer in Great Britain a substitute for the period during which the Equipment is undergoing repair. The following provisions shall apply whenever BLAKEDALE make a substitute to the Customer

(a) The Substitute Equipment shall be similar in type and size to the Equipment but if the Equipment is of a specification which is not standard in the United Kingdom then the Substitute Equipment shall be of the nearest type and size available.

(b) BLAKEDALE shall be under no obligation to provide any lettering or painting on such Equipment

(c) the terms of the Contract shall apply to the Substitute Equipment as to the Equipment

(d) if the Customer shall fail to return the Substitute Equipment to BLAKEDALE within 72 hours of notification by BLAKEDALE that the Equipment is ready for collection the Customer shall in addition to the Rental Charge provided by the Contract pay a rental for the Substitute Equipment from the date of each notification for the return of the substitute at BLAKEDALE current rates

5. Tyres

The Customer shall not cause or permit the Equipment to be operated unless all the tyres are correctly inflated and in all other respects comply with any order or regulations applying thereto

(ii) The Customer shall promptly notify BLAKEDALE of any defect or wear appearing in any tyre sufficient to necessitate its repair or replacement. As soon as practical after such a notification BLAKEDALE will at its discretion repair the tyre free of charge unless the defect or wear was caused in the absolute opinion of BLAKEDALE by the Customer's failure to comply with sub-clause(i) of this Contract in which BLAKEDALE shall be entitled to charge the Customer for such repair or replacement

(iii) BLAKEDALE shall not be responsible for the cost of the repair of punctures in tyres upon the Equipment provided that if during the Rental Period any tyre of the Equipment shall burst so as to be incapable of repair. In that case if the Customer shall desire compensation for that tyre it shall be a condition precedent that the Customer shall submit to BLAKEDALE the cover of the tyre. BLAKEDALE shall then submit the tyre to the tyre manufacturers to ascertain the cause of the failure and the decision of the panel shall be final and binding upon BLAKEDALE and the Customer. If the panel shall decide that the cause of the said failure was an inherent defect in the tyre not attributable to any act or default of the Customer then BLAKEDALE shall replace the tyre without cost to the Customer provided that nothing in this clause shall entitle the Customer to any greater compensation than the replacement cost of the tyre

6. Insurance

The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further period during which the Equipment is in the possession, custody or control of the Customer or any of its customers ("Risk Period") until such time as the Equipment is redelivered to BLAKEDALE. During the Rental Period and the Risk Period the Customer shall, at its own expense, obtain and maintain the following insurances:

(a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as BLAKEDALE may from time to time nominate in writing;

(b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as BLAKEDALE may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

(c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as BLAKEDALE may from time to time consider reasonably necessary and advise to the Customer

6.2 Where with the prior written consent of BLAKEDALE the Customer insures the Equipment with third party insurance the Customer must provide BLAKEDALE with a signed indemnity in respect of all losses which may be suffered that are not covered by such insurance in such form as BLAKEDALE shall require.

6.3 All insurance policies procured by the Customer shall be endorsed to provide BLAKEDALE with at least twenty (20) working days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon BLAKEDALE's request name BLAKEDALE on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

6.4 The Customer shall give immediate written notice to BLAKEDALE in the event of any loss, accident or damage to the Equipment or arising out of or in connection with the Customer's or Customer's customer's possession or use of the Equipment.

6.5 If the Customer fails to effect or maintain any of the insurances required under this agreement BLAKEDALE shall be entitled to effect and maintain the same, pay such premiums that may be necessary for that purpose and recover the same as a debt due from the Customer

6.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to BLAKEDALE and proof of premium payment to BLAKEDALE to confirm the insurance arrangements.

7. Liability

By signing the Contract the Customer hereby acknowledges that:-

7.1 BLAKEDALE has no specific knowledge of the nature of the Customer's trade or business for which the Equipment (or Substitute Equipment) has been supplied or of the nature of the risks to which the Customer's trade or business will be or may be from time to time exposed.

7.2 BLAKEDALE does not supply the Equipment subject to any representation, condition or warranty express, implied or statutory in connection with the quality or fitness for any purpose of the Equipment. Any such representations, conditions or warranties are hereby expressly excluded to the maximum extent permitted by law.

7.3 Nothing in this Contract shall exclude or in any way limit BLAKEDALE's liability to the Customer for death or personal injury caused by its own or that of its employees' servants' or agents' negligence or any other liability to the extent that such liability may not be excluded or limited as a matter of law. However, the Customer acknowledges that in no circumstances will BLAKEDALE be liable for any losses actual or anticipated suffered by the Customer arising or resulting from:-

- 7.3.1 loss of use;
- 7.3.2 loss of profits;
- 7.3.3 loss of contracts;
- 7.3.4 loss of actual or anticipated income or savings;
- 7.3.5 losses resulting from penalty clauses imposed on the Customer under any agreement entered into by the Customer and any third party;
- 7.3.6 losses which may result as an indirect or secondary consequence of any act or omission of BLAKEDALE (whether or not such losses were reasonable foreseeable or actually foreseen) whether arising from BLAKEDALE's negligence or otherwise.

7.4 Subject to clause 7.3 above, BLAKEDALE's maximum aggregate liability under or in connection with this Contract, whether in Contract, Tort (including negligence) or otherwise, shall be limited to such figure as is from time to time the limit of liability laid down by BLAKEDALE's insurers in respect of any one event or series of connected events.

7.5 The Customer shall be solely responsible for and shall fully indemnify and hold BLAKEDALE harmless against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by BLAKEDALE as a result of any breach or default on the part of the Customer in the discharge of its obligations under the Contract.

7.6 BLAKEDALE and the Customer hereby acknowledge and agree that the limitations contained in this clause 7 are reasonable in light of all the circumstances.

7.7 Nothing in this clause shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

8. Use and Operation

8.1 The Equipment is provided to the Customer for the purpose of the Customer re-hiring the Equipment to third party customers of the Customer or the Customer's own use and the Equipment shall not be used for any other purpose.

8.2 Notwithstanding the permitted use of the Equipment specified in clause 8.1 above, the Customer shall remain solely responsible to BLAKEDALE for the Equipment and undertakes as follows:

- (a) to ensure that any person who operates the Equipment does so only for the purpose for which it was designed
- (b) to ensure that the Equipment is used and operated with reasonable care and skill and that all necessary precautions are taken to prevent loss or damage to the Equipment from whatever cause;
- (c) to ensure that the Equipment is not operated at any time at a weight in excess of the plated weight;
- (d) to ensure that the Equipment is only operated by appropriately qualified individuals of such age as may be appropriate having regard to restrictions imposed by any relevant authority or insurers;
- (e) to allow Blakedale or its Agents to carry out periodic safety inspections of the Equipment, pursuant to Ministry of Transport Regulations and Guidance (unless otherwise agreed) whether or not it is in the Customer's possession at such times, or in the possession of third party hirers. All such inspections to be documented in writing and made available for inspection to BLAKEDALE upon request;
- (f) to ensure that the Equipment is not used for the carrying of any goods, materials or products that might render the Equipment unsuitable for the carrying of other merchandise
- (g) to ensure that the Equipment is not used or permitted to be used in any manner infringing any statute, regulation, order (whether National or International) relating to the driving and/or use of motor vehicles or Equipment (whether in relation to carriage of goods or otherwise) so as to cause danger to the public at large or persons in the Equipment or any motive unit towing the Equipment;
- (h) to ensure that the Equipment is not taken or used outside of Great Britain without the written consent of BLAKEDALE
- (i) not to sell or offer to sell assign mortgage or charge pledge or otherwise deal with the Equipment or any parts thereof save as permitted by clause 8.1 above and provided that the terms of the Customer's contract with their customer contain obligations and conditions on the part of the third party customer no less restrictive than the terms contained in this clause 8.
- (j) not to allow the Equipment to become subject to any distress, execution, lien or seizure;
- (k) to indemnify BLAKEDALE and each of its employees and officers and to keep each of them fully indemnified at all times against all actions, claims, demands, proceedings, costs, expenses, fines, penalties, taxes, losses and liabilities whatever in any way arising out or connected with the Equipment or this agreement and arising during the Rental Period but whenever incurred, including in particular (without limitation) all those arising from, resulting from or connected with:
- (i) delivery, possession, use, operation, management, maintenance, insurance or repossession of the Equipment
- (ii) loss, injury or damage sustained by BLAKEDALE or its third party;
- (iii) any refusal by insurers to meet in full a claim under any of the insurances relating to the Equipment;
- (iv) seizure, condemnation or taking possession of the Equipment by any person, organisation or state;
- (v) any breach or non-compliance by the Customer or its customers or of with any of the provisions of this agreement
- The Customer further agrees to defend BLAKEDALE against any action or proceeding relating to any such losses as are mentioned in this clause 8(k), to permit BLAKEDALE (at its option) to become party to any such action or proceeding and to indemnify BLAKEDALE against all costs (including legal costs arising from any such defence).

8.3 The Equipment shall at all times remain the property of BLAKEDALE and the Customer shall have no right title or interest in or to the Equipment and shall not hold itself out to any person as such. The Customer shall inform its customers that the Equipment belongs to BLAKEDALE.

8.4 The Customer shall provide BLAKEDALE with information concerning the whereabouts of the Equipment from time to time and with such contact details for the customers in whose possession the Equipment is as BLAKEDALE shall require from time to time.

9. Rental Charges and other payments

- (i) The Customer shall punctually pay to BLAKEDALE the Rental Charge specified in the Contract together with Value Added Tax at the appropriate rate. Such punctual payment shall be of the essence of the Contract and the Customer shall be deemed to have repudiated the Contract if any instalment or part thereof shall remain unpaid for more than 7 days after becoming due
- (ii) BLAKEDALE reserves the right to invoice the Customer on a weekly basis
- (iii) the Customer shall further pay to BLAKEDALE on demand
- (a) any costs and expenses including reasonable legal fees incurred by BLAKEDALE in collecting payments due from the Customer hereunder and/or in the re-possession of the Equipment pursuant to the following clauses
- (b) any expenses incurred by BLAKEDALE in the transport of the Equipment to the BLAKEDALE branch
- (c) any import duty incurred by BLAKEDALE in respect of a Carnet de Passage on the Equipment
- (d) interest at 5% over the base rate for the time being upon any Rental Charge unpaid 14 days after the same shall have become due and payable
- (e) a surcharge at the rate specified in the Contract
- (f) all sums payable by the Customer under clause 3 hereof in respect to any repairs to or replacement of the Equipment
- (g) the amount of any fines or other financial penalty imposed upon BLAKEDALE in consequence of any breach of statutes or other committed by the Customer in respect of the Equipment together with any legal costs incurred by BLAKEDALE in connection therewith

10. Termination by BLAKEDALE

- If the Customer shall
- (i) default in any punctual payment of any instalment of the Rental Charge and if the instalment or any part shall remain unpaid for more than 7 days after the same has become due; or
- (ii) default in the payment of any other sum payable under the Contract or in observing or performing any term or condition of the Contract and such default shall continue for 5 days after written notice thereof shall be given by BLAKEDALE to the Customer (time being the essence); or
- (iii) use or attempt to use with the Equipment a motive unit which in BLAKEDALE's absolute opinion is not suitable or not properly equipped for such purpose BLAKEDALE may without prejudice to any pre-existing liability of the Customer by notice in writing terminate the Contract and the hiring thereby created whereupon the Customer's rights of possession of the Equipment with the consent of BLAKEDALE shall forthwith cease (iv) have their Operators Licence removed or revoked

11. Automatic termination

The Contract and the hiring thereby created shall terminate automatically and without notice and the Customer's right to possession of the Equipment with the consent of BLAKEDALE shall forthwith cease on the occurrence of any of the following events subject to any pre-existing liability of the Customer to BLAKEDALE

- (i) (a) if the Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (b) an insolvency receiver takes possession of or a receiver is appointed, over any of the property or assets of the Customer; or
- (c) if the Customer ceases or threatens to cease to carry on business; or
- (d) if BLAKEDALE reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly
- (ii) if the Customer shall cause or permit the removal mutilation or obliteration of any plates marks seals or writing of BLAKEDALE on the Equipment
- (iii) upon the expiry of the Rental Period

12. Consequences of termination

- (i) upon the termination of the Contract for any reason and in any manner whatsoever the Customer shall forthwith return the Equipment to BLAKEDALE at the BLAKEDALE branch or elsewhere as BLAKEDALE may reasonably direct. Default of such return or if BLAKEDALE shall otherwise consider it necessary BLAKEDALE shall be entitled without notice to retake possession of the Equipment and for that purpose by itself or servant or agents to enter upon the land or premises of the Customer on or in which the Equipment is or is believed to be situated
- (ii) upon termination of the Contract in whatsoever manner BLAKEDALE shall be entitled to recover from the Customer
- (a) all rental and other charges due and unpaid at the date of such termination;
- (b) damages for breach by the Customer of any obligation assumed by the Customer under the Contract;
- (c) all expenses incurred by BLAKEDALE in tracing and/or recovering possession of the Equipment;
- (d) all repair charges incurred by BLAKEDALE in repairing the Equipment from the date of its return to BLAKEDALE together with all Rental Charges accruing during the period of such repair;
- (e) by way of liquidated damages a sum equivalent to three quarters of the total Rental Charge which but for such termination would thereafter have become payable between the date of termination and the date upon which the Contract would have expired
- (iii) BLAKEDALE shall be entitled to apply sums held to the credit of the Customer against any liability of the Customer to BLAKEDALE under this clause

13. Removal of property from Equipment

The Customer undertakes to remove all property from the Equipment upon the termination of the Contract and before the Equipment is returned or removed by BLAKEDALE. No liability however arising (be it by negligence or otherwise) shall be incurred by BLAKEDALE in relation to any loss or damage to property remaining in or upon the Equipment after such termination which BLAKEDALE shall in its discretion be entitled to dispose of. In the event of such disposal or in the event of any loss or damage (howsoever caused) to such property the Customer shall indemnify BLAKEDALE against all claims and demands made by any third party

14. Assignment

The Contract and any interest therein may be assigned by BLAKEDALE (without notice to the Customer) and by the Customer only with the prior written consent of BLAKEDALE and shall be binding on the succession in title and assignees of the parties hereto

15. Fair wear and tear and capital allowances

The Customer shall be liable for fair wear and tear of the Equipment and the burden of depreciation resulting from any such fair wear and tear shall fall upon BLAKEDALE who shall be entitled to claim from the Revenue all capital allowances in respect of the Equipment

16. Amendments and waivers

(i) no variation or amendment of the Contract shall be binding upon BLAKEDALE unless made in writing and signed by the Customer or an agent duly authorised for the purpose and by a director or other authorised agent of BLAKEDALE

(ii) no relaxation forbearance delay or indulgence by BLAKEDALE is enforcing any term or condition of the Contract nor the granting of time by BLAKEDALE to the Customer shall prejudice affect or in any way restrain BLAKEDALE's rights and powers under the granting of time by BLAKEDALE to the Customer shall prejudice affect or in any way restrain BLAKEDALE's rights title and interest under the Contract nor shall any waiver by BLAKEDALE of any breach thereof operate as a waiver of any subsequent or continuing breach

17. Force Majeure

BLAKEDALE shall be relieved of all or any of its obligations under the Contract to the extent that performance of such obligation is prevented frustrated impeded or delayed in consequence of any Act of God, nature, consequence of war, insurrection, confiscation, requisition, destruction or damage to the Equipment by or under the order of any Government or public or local authority, riots, civil commotion, strikes, whether or not by employees of BLAKEDALE, lock outs, stoppages of or restraints of labour from whatsoever cause whether partial or general, fire or any other cause whether or not of a like or similar nature beyond the control of BLAKEDALE. Provided that in the event of BLAKEDALE being relieved by this clause from an obligation to supply or repair any Equipment or to provide any Substitute Equipment the Customer shall not be liable for Rental Charges in respect of such Equipment or Substitute Equipment during the period of relief

18. Notices

Any notice invoice or other document required or otherwise to be given or sent under the Contract shall be duly given or sent on each case by being left, emailed or sent by pre-paid post to the last known principal place of the business or registered office of the party to whom it is addressed. Any such document if sent by post shall be deemed to have been received by the addressee after 48 hours from postal date and in providing such receipt it shall be sufficient to prove that the document was left at the principal place of business or registered office as aforesaid and that the envelope containing it was properly addressed pre-paid and posted as the case may be

19. Proper Law

These conditions and the Contract shall be constructed in accordance with the laws of England

20. Severance

In the event of any part of these conditions being ineffective for any reason the remainder thereof shall constitute the conditions binding upon BLAKEDALE and the Customer

21. Contracts (Rights of Third Parties) Act 1999

Nothing in this Contract is to confer any rights on any person other than BLAKEDALE and the Customer under the Contracts (Rights of Third Parties) Act 1999.