

NORTHGATE TEMPERATURE CONTROLLED LIMITED

STANDARD TERMS AND CONDITIONS FOR VEHICLE HIRE AND SERVICES

Northgate Temperature Controlled Limited with its registered office at Northgate Centre, Lingfield Way, Darlington, Durham DL1 4PZ (company number 06554050) (“we”, “us” or “our”) supplies hire vehicles and additional services, including on behalf of any member of its Group, to its customers (“you”, “your”) subject to the following terms and conditions (the “Terms”). You agree to abide by these Terms in their entirety, including the schedules referenced herein which form an integral and enforceable part of these Terms.

Your attention is particularly drawn to clauses 8 (Damage and repairs), 18 (Charges), 19 (Rental Charges), 20 (Variable Charges); and Schedule 3: General Conditions 2 (Charges Review), 5 (Termination), 7 (Liability), and 8 (Indemnity).

Our website: www.northgatetemperaturecontrolled.com sets out how you may contact us if you have a query or complaint.

1. APPLICABLE TERMS

1.1. The following documents (which together constitute the “Agreement”) shall govern the hire of Vehicles and apply to the exclusion of any other terms and conditions that you seek to incorporate (whether expressly or by reference), and in the event of a conflict between the documents the following order of precedence shall prevail:

- 1.1.1. any Special Terms;
- 1.1.2. the Booking;
- 1.1.3. these Terms, including all schedules;
- 1.1.4. the Pricing Details; and
- 1.1.5. the Vehicle Condition Report.

1.2. You acknowledge and agree that you shall be bound by the terms of the Agreement, as may be updated and amended by us from time to time, upon the earlier of:

- 1.2.1. signing of the Agreement; and
- 1.2.2. Delivery.

1.3. From time to time we may agree special terms with you that vary these Terms which shall be set out in a separate variation document and will only be valid if they are in writing and signed by an authorised representative of both you and us (“Special Terms”).

2. OBLIGATIONS

2.1. You shall, and shall procure that your employees, agents, contractors and anyone else that you allow to drive, use or access the Vehicle, comply with the terms of use in Schedule 2 and the relevant parts of the Agreement.

2.2. We shall use reasonable endeavours to:

2.2.1. prepare and submit the Vehicle(s) for testing at the Department of Transport testing stations under the provisions of the Vehicles (Plating and Testing) Regulations and/or any other statutory amendments or re-enactment thereof;

2.2.2. subject to clause 3, supply the type of the Vehicle set out in the Booking; and

2.2.3. contact you as appropriate in accordance with the table set out in clause 7.1.

3. RENTAL COMMENCEMENT

3.1. It is agreed and acknowledged that:

3.1.1. we shall not be obliged to fulfil any Quote or accept any Booking Form or enter into any Booking;

3.1.2. our obligation to supply a Vehicle shall only become binding on us when our authorised representative has agreed a Booking Form; and

3.1.3. we reserve the right to vary or cancel a Booking at any time prior to Delivery of the Vehicle, and in such circumstances we will use reasonable endeavours to provide an alternative vehicle to you (subject to availability).

3.2. You cannot cancel or vary a Booking without our written approval, which may be subject to certain conditions and/or additional charges.

3.3. We shall not be under any obligation to supply a Vehicle to you unless and until we have received copies of the relevant certificate of motor insurance covering the Vehicle being hired.

4. DELIVERY

4.1. Delivery of a Vehicle is complete at the earlier of:

4.1.1. you taking possession of the Keys and/or the Vehicle; or

4.1.2. when the Vehicle is left in the nominated delivery location for you where unattended delivery is agreed;

(in each case, a “**Delivery**”).

4.2. You agree to the issued Vehicle Condition Report at the earlier of:

4.2.1. your signature on the Vehicle Condition Report;

4.2.2. your use of the Vehicle, with or without signing the Vehicle Condition Report; or

4.2.3. 9am on the day after Delivery (irrespective of whether you have used the Vehicle).

4.3. You shall notify us of any discrepancies between the Vehicle Condition Report and the condition of the Vehicle by 9am on the day after Delivery.

4.4. If you are unable to take delivery of the Vehicle on the agreed delivery date or there is otherwise a failed delivery due to your acts or omissions (“**Failed Delivery**”), we will use reasonable endeavours to arrange another delivery or collection date.

4.5. Notwithstanding clause 4.4, if there is a Failed Delivery, we shall be entitled to:

4.5.1. charge you for any Rental Charges due under clause 19.4, together with any Ancillary Charges (including but not limited to a failed delivery charge for each Failed Delivery); and/or

4.5.2. terminate the Booking and/or the Agreement, which shall be treated as an early return for the purposes any charges due under clause 19.5.

5. RENTAL DURATION

5.1. Temperature Controlled Vehicles and Vehicles hired on 12Months+, Flexible Hire or short term hire shall have a Minimum Hire Period.

5.2. Where you return a Vehicle prior to the end of the Minimum Hire Period, additional charges may apply in accordance with clause 19.5.

5.3. Where the Vehicle remains On-hire after the end of the Minimum Hire Period, revised Rental Charges may apply in accordance with clause 19.10.

5.4. We reserve the right to require you to Return the Vehicle at any time after the end of the Minimum Hire Period.

6. NON-STANDARD REQUESTS

6.1. You may request that any Vehicle you hire from us is customised with additional equipment and/or branding (for example van racking, roof racks, tow bars, company branding, specific colour of vehicle) (“**Additional Equipment**”), and such request shall be subject to our written approval.

6.2. If we agree to provide any Additional Equipment, it shall be set out on the Booking, or as otherwise agreed in writing, and will be subject to additional conditions and charges. The provision of Additional Equipment, and the payment by you of the hire charges for the Additional Equipment, does not transfer ownership to you. The Additional Equipment will remain our property at all times and shall be returned to us with the Vehicle at the end of the Hire Period.

6.3. You shall not remove, or transfer to another Vehicle, any Additional Equipment without our prior written consent.

6.4. If you require a certain specification of Vehicle that we do not have available in our fleet, then we may agree to order the requested Vehicle direct from the manufacturer / third party supplier and/or build to order, which will be subject to additional conditions and charges, and we shall not be liable for any delays to the date of On-hire as a result of a delay by the manufacturer and/or third party supplier.

6.5. The Vehicle is supplied with a single key only. No spare key will be provided as standard. If you require a spare key(s), you must notify us in writing with reasonable notice prior to the Start Date. Provision of a spare key is subject to availability and may incur additional charges. If the original Key is lost or stolen, then the Vehicle may need to be recovered to the nearest main dealer (which we will decide in our sole discretion), and you shall be liable for the cost of this recovery in addition to the cost of the replacement Key.

7. MAINTENANCE

7.1. If, during the Rental Period, maintenance of the Vehicle becomes Due, and in accordance with the table set out below, you are required to contact us, you shall do so promptly to arrange maintenance of the Vehicle by us:

Maintenance type	We contact you	You contact us
Service due based on miles*		X
Service due based on time	X	
MOT due	X	
Tail lift inspection due	X	
Tachograph inspection due	X	
HGV Compliance Event	X	X
Any damage (tyres, body, glass etc.)		X
Worn tyres		X
Fridge Units	X	
Crash cushion inspection	X	
Crash cushion or light arrow board faults or damage		X
Any other ancillary equipment fitted to the Vehicle		X

*Service due based on miles means a maintenance or service of the Vehicle is due because the Vehicle mileage at which a service is required is within 1,000 miles (each of which is identified in the window of the Vehicle).

7.2. If you fail to contact us in accordance with clause 7.1, and/or thereafter fail to make the Vehicle available to us, we reserve the right to recover any Losses we incur which are caused by the failure to carry out the service at the time it was due.

7.3. It is your responsibility to carry out checks on the Vehicle daily (and otherwise at regular intervals in line with the manufacturer's instructions) throughout the Rental Period. You are responsible for ensuring that the following are functioning properly including but not limited to carrying out general maintenance and topping up levels where needed, including but not limited to, in relation to:

7.3.1. engine oil level;

7.3.2. AdBlue;

7.3.3. water level in radiator;

7.3.4. washers and wipers;

7.3.5. lights;

7.3.6. wheel nuts and brake fluid level;

7.3.7. tread depth and tyre pressures; and

7.3.8. checking any Additional Equipment is functioning properly.

7.4. Where requested, you shall promptly make the Vehicle available to us for any tests (including but not limited to any Department for Transport tests).

8. DAMAGE AND REPAIRS

8.1. You shall be liable for all Damage and shall pay us the Damage Value in accordance with Clause 20.

8.2. You shall also be responsible for any defects and/or faults (including but not limited to mechanical faults and failures), and the costs of rectifying the same, where it arises due to negligence, misuse or failure to maintain the Vehicle in accordance with the Agreement.

8.3. If any Vehicle and/or Additional Equipment is Damaged, or you become aware of (or ought reasonably to be aware of) a fault with the Vehicle and/or Additional Equipment, you shall promptly, and in any event within 24 hours, inform us and comply with our instructions and with clause 12.3 (where applicable).

8.4. If we advise you not to use the Vehicle and you continue to do so, you shall be liable for any and all Damage, defects and faults caused to the Vehicle as a result of such use and our Losses in respect of the same.

8.5. If requested by us, you shall bring the Vehicle to a Branch for us to carry out any repairs that we deem necessary at such date and time as we notify to you.

8.6. We have the sole right to repair the Vehicle, and you must not repair, or allow any third party to repair, the Vehicle. The decision as to whether to repair the Vehicle, including the timing of such repair (and whether multiple incidents of damage will be repaired at the same time), is at our sole discretion. For the avoidance of doubt, we may in our sole discretion decide to invoice you for the Damage Value prior to carrying out the repairs and, regardless of whether we decide to carry out the repairs, you shall remain liable to pay us the Damage Value.

8.7. If a Vehicle breaks down through no fault of yours, your exclusive and sole remedy shall be for us to, as soon as reasonably practicable, recover, and repair or replace the Vehicle at our option.

8.8. When you hire a Temperature Controlled Vehicle, it will remain on hire for the duration of the claim and repair. If it has been returned to us to be off hired, the Temperature Controlled Vehicle will remain on hire until the authority to invoice is received from you or your insurer.

9. LOAN, REPLACEMENT AND LEAD-IN VEHICLES

9.1. Where a Vehicle requires a service or repair (which is not due to any Damage caused by you, or any act, omission, or failure by you to comply with the Agreement, as determined by us), we will use reasonable endeavours to provide you with a temporary vehicle of a similar type ("Loan Vehicle"), for the period that the Vehicle is being serviced and/or repaired.

9.2. If we provide you with a Loan Vehicle and we subsequently assess (in our sole discretion) that the Damage has been caused by you, or any act, omission or failure by you or your Representatives, then we may decide (in our sole discretion) to require the immediate Return of the Loan Vehicle or require that you pay separate Rental Charges for the Loan Vehicle.

9.3. You acknowledge that it may not be possible to provide a Loan Vehicle for any Vehicle requested in accordance with clause 6. For the avoidance of doubt, we have the sole discretion on whether to provide a Loan Vehicle.

9.4. If you fail to return the Loan Vehicle in accordance with clauses 9.2 or 9.9, you shall be liable for the Rental Charges in respect of that Loan Vehicle at our prevailing rate until it is Returned.

9.5. If you do not meet the requirements for a Loan Vehicle in accordance with clause 9.1, and we decide not to provide you with a Loan Vehicle, or if we are otherwise unable to provide you with a Loan Vehicle, we may agree to provide you with a Replacement Vehicle, which shall be subject to separate Rental Charges at our prevailing rate for the Replacement Vehicle.

9.6. Where we have agreed to supply a specific Vehicle that is not available on the requested Start Date (for example due to manufacture or customisation lead times), we may, at our sole discretion and subject to availability, provide a temporary vehicle on a short-term basis ("**Lead-in Vehicle**") until the agreed Vehicle becomes available.

9.7. The provision of any Lead-in Vehicle shall be subject to the terms of the Agreement, as well as any applicable Rental Charges and conditions notified to you prior to and/or at the time of supply.

9.8. The period that you have the Lead-in Vehicle shall not count towards any Minimum Hire Period that we have agreed with you for the Vehicle.

9.9. We reserve the right to withdraw or replace any Loan Vehicle or Lead-in Vehicle at any time. You must Return the Vehicle to us within twenty-four (24) hours of our demand.

10. SUBSTITUTE TRAFFIC MANAGEMENT EQUIPMENT

10.1. Where Traffic Management Equipment suffers mechanical breakdown (except where any Damage is caused by you, or any act, omission or failure by you to comply with the Agreement, as determined by us), and if, in our opinion, any necessary repairs cannot reasonably be effected within 72 hours of the commencement of such repairs, we will use reasonable endeavours to provide a substitute of a similar type and within a reasonable timeframe to you for the period during which the Traffic Management Equipment is undergoing repair (provided that you are in the United Kingdom). You acknowledge that it may not be possible to provide a substitute that is non standard.

11. INSURANCE

11.1. You shall ensure during the relevant Rental Period that:

11.1.1. all Vehicles are covered by you with a fully comprehensive insurance policy (the "Policy") for the Rental Period and until you Return the Vehicle in accordance with clause 17;

11.1.2. you notify your insurers that you are neither the registered owner nor keeper of the Vehicle and that we will retain and dispose of any salvage of the Vehicle(s) in accordance with the ABI's Code of Practice for the Categorisation of Motor Vehicle Salvage;

11.1.3. the Vehicle is added to the Motor Insurance Bureau's database for the duration of the Rental Period;

11.1.4. you, and any drivers you permit to use the Vehicle, comply with the requirements of the Policy;

11.1.5. any driver using a Vehicle(s) will hold, and will not have been disqualified from holding or obtaining, a driving licence valid for the relevant Vehicle(s); and

11.1.6. you will notify us in writing as soon as reasonably practicable of any change to your Policy including changes in terms, excesses/deductibles or insurance company.

11.2. As soon as reasonably practicable after the date of the Booking (and without exception, before Delivery), and thereafter at each renewal of, or change to, such Policy, you shall supply to us a copy of the relevant certificate evidencing the Policy.

11.3. You are responsible for promptly notifying your insurer of any damage to the Vehicle. We shall not be liable for any loss or delay arising from your failure to notify your insurer in a timely manner.

12. INCIDENTS AND THEFT

12.1. If an Incident occurs, you shall promptly, and in any event within 24 hours:

12.1.1. contact us (and if required, the police);

12.1.2. use all reasonable endeavours to obtain names, addresses and insurance particulars of all parties involved in the Incident including but not limited to any third party; and

12.1.3. pass the information set out in 12.1.2 onto us on the telephone number given to you by us.

12.2. If the Vehicle is, or you reasonably suspect it to be, stolen, involved in a criminal act or otherwise lost, you shall promptly, and in any event within 24 hours:

12.2.1. notify the police;

12.2.2. notify us and supply us with (i) a police crime reference number (an incident number will not be accepted); (ii) any other relevant information that we may reasonably request; and (iii) detail as to whether the Vehicle has been recovered by the police;

12.2.3. notify your insurer; and

12.2.4. return any Keys in your possession to a Branch.

12.3. If any of the events in clauses 12.1 to 12.2 or 8.5 occur, you shall:

12.3.1. co-operate with us and (as appropriate) our or your insurer at all times providing them complete and accurate information and giving them any reasonable assistance requested by any of them;

12.3.2. at our request:

(i) carry out all acts and things as may be reasonably required by us for the purpose of repairing or recovering a Vehicle;

(ii) enforce any rights or remedies against and/or obtain relief from other parties;

(iii) deliver to us or obtain any and all documents relating to any claim involving the Vehicle;

(iv) provide all assistance as is reasonably required by us in relation to the defence or investigation of any claim involving the Vehicle; and

(v) ensure all information you provide is accurate, complete and not misleading.

12.4. If the Vehicle is lost or stolen or otherwise a total loss, you must provide us with your insurer's claim reference number within seven (7) days and we will use reasonable endeavours to present a claim pack to your insurer and work with them directly to settle the claim. Our decision to work directly with the insurer to settle the claim does not waive any rights or remedies we have under the Agreement or otherwise reduce any liability you have under the Agreement, and you shall remain fully liable

for the Vehicle in accordance with the Agreement. Where we settle directly with the insurer, the insurer may deduct the excess from the settlement and, therefore, you shall be liable to pay us the excess.

12.5. Under no circumstances must you request or knowingly allow your insurer to collect the Vehicle, or you or your insurer to remove it from your motor insurance policy until the Vehicle is either back in our possession or we have received a total loss settlement payment from your/our insurer or a third party's insurer.

12.6. Where any Vehicle that was stolen is subsequently recovered:

12.6.1. you shall notify us immediately providing any additional information that we may reasonably require in respect of the circumstances of such recovery;

12.6.2. you shall make the Vehicle available to us for inspection; and

12.6.3. we shall decide (in our sole discretion) whether to accept the Return of such Vehicle to us and the impact of such Return on any settlement paid to us in accordance with clause 19.8.2.

13. FINES, PENALTIES AND CHARGES

13.1. You shall be liable (where applicable as "owner") for any charges, penalties, offences or fines incurred during the Rental Period due to your acts or omissions (or those of any driver of the Vehicle) under any applicable Regulations including in relation to any driving, parking, lighting, loading or unloading offence and including but not limited to fixed penalty charge notices, parking fines, bus lane fines, fines relating to ULEZ, toll charges and charges under Congestion Charge Law (including but not limited to any ULEZ (Ultra Low Emission Zone), toll charges and/or congestion charges incurred during delivery or collection). It is your sole responsibility to register the Vehicle on any account for the payment of congestion charges or toll roads prior to using such roads, and it is also your sole responsibility to remove the Vehicle from your account at the end of the Rental Period, and we shall have no liability in respect of any delays or losses as a result of your failure to register the Vehicle or remove it from your account.

13.2. If we receive notice of any penalty charges from the relevant issuing authority (which shall include private parking companies), we will pay any penalty charges that are notified to us. We will not query any such penalty charges nor will we notify you prior to payment.

13.3. You agree to pay to us, on demand, any fines, penalties and charges we pay in accordance with clause 13.2 plus an Administration Fee for processing the same. Where a refund is received by us in respect of any fines, penalties and/or charges that you have fully repaid to us under this clause 13.3, then we shall pass that refund to you subject to the deduction of the Administration Fee which is non-refundable.

13.4. If we are notified of any penalty charges or other offences which require driver details, you acknowledge and consent to us supplying your details to the issuing authority who may contact you directly in relation to the fine or notice. We will charge the Administration Fee in respect of the processing of these penalty charge notices.

14. TRAVEL OUTSIDE THE UK

14.1. You shall not operate the Vehicle outside the United Kingdom without our prior consent in writing which may be given on such terms as we may in our absolute discretion think fit (including but not limited to complying with certain additional insurance requirements as notified by us). If we consent, we will charge:

14.1.1. an Administration Fee for completing the additional paperwork; and

14.1.2. Ancillary Charges and any revised Rental Charges, which will be advised to you at the time of your request.

14.2. You shall indemnify, keep indemnified, and hold us harmless against all Losses of whatsoever nature and howsoever arising from the use of the Vehicle outside the United Kingdom.

14.3. Any usage of the Vehicle outside of the United Kingdom remains subject to the terms and conditions of the Agreement.

14.4. Where we grant consent for you to operate the Vehicle outside the United Kingdom, you shall be solely responsible for ensuring compliance with all applicable local laws, regulations, and road use requirements in each jurisdiction in which the Vehicle is operated. This includes but is not limited to compliance with driving licences, insurance, emission zones, toll payments, vignettes, winter tyre regulations, equipment requirements (e.g., breathalysers, warning triangles), and local vehicle standards. We shall not be liable for any fines, penalties, losses, or charges arising from your failure to comply with any such requirements.

15. ANNUAL MILEAGE ALLOWANCE AND VEHICLE TRACKING

15.1. During the Rental Period, we shall collect data relating to Actual Mileage at various points, including, without limitation, via telematics, at routine servicing, and/or by requesting mileage readings from you. Any request from us for a mileage reading shall be on reasonable notice and shall require provision of the reading within 10 working days of such request (a **"Manual Mileage Reading"**). You shall ensure a Manual Mileage Reading includes the Vehicle registration number, mileage, and date taken. This information shall form part of the data held by us, which we utilise as live data in respect of Actual Mileage, along with projected annual mileage figures based on the Actual Mileage to date (**"Mileage Data"**).

15.2. We shall monitor and utilise the Mileage Data to review Actual Mileage against the Annual Mileage Allowance (**"Mileage Review"**).

15.3. You shall promptly inform us if you have, or are reasonably likely to, exceed the Annual Mileage Allowance on any Vehicle.

15.4. We reserve the right, where any Excess Mileage has occurred, or may be reasonably likely to occur, based on the Mileage Data or other information available to us, to:

15.4.1. invoice you for any Excess Mileage in accordance with clauses 20.5 and 20.6;

15.4.2. increase the frequency of Mileage Reviews or requests for Mileage Data;

15.4.3. request you meet with us to discuss the Mileage Data, Annual Mileage Allowance and/or Excess Mileage; and/or

15.4.4. undertake an assessment as to whether the Annual Mileage Allowance should be amended, utilising the Mileage Data to compare the Actual Mileage to the Annual Mileage Allowance (**"Mileage Realignment"**).

15.5. As part of the Mileage Realignment, we may calculate:

15.5.1. projected Excess Mileage charges based on the Annual Mileage Allowance remaining at the current level;

15.5.2. what the Annual Mileage Allowance should be based on the Mileage Data;

15.5.3. any applicable revised Rental Charges that would apply if the Annual Mileage Allowance was amended to reflect the Mileage Data; and

15.5.4. a figure for any Excess Mileage already incurred at the time of the Mileage Realignment, such Excess Mileage charge will be our prevailing excess mileage rate for every mile the Actual Mileage exceeds the Annual Mileage Allowance (on a pro rata basis).

15.6. The carrying out of, or implementation of the outcome from, a Mileage Realignment does not guarantee Excess Mileage charges will not apply, you shall remain liable for any and all applicable Excess Mileage charges based on your agreed Annual Mileage Allowance. Additionally, if:

15.6.1. we do not carry out a Mileage Review and/or Mileage Realignment; or

15.6.2. following each applicable Mileage Realignment, you either do not (i) agree to the revised Rental Charges and/or do not pay the Excess Mileage assessed under clause 15.5.4; or (ii) comply with clause 20.4;

for the avoidance of doubt, you shall remain liable for any and all applicable Excess Mileage charges based on your agreed Annual Mileage Allowance.

15.7. The Vehicle(s) may have tracker devices fitted to them, which may be used by us to track and provide other information about the Vehicle(s). Please refer to the section entitled "Vehicle Tracking Information" in our Privacy Policy for further information.

15.8. We may offer telematics services in respect of certain Vehicles, subject to the terms of a separate telematics agreement between you and us. Any use of telematics services shall be governed by the terms of that agreement. You acknowledge that telematics data may be collected independently of the telematics agreement for operational and compliance purposes, as further described in our Privacy Policy.

16. REQUIREMENT FOR EARLY OR TEMPORARY RETURN

16.1. We may require you to make a Vehicle available to us immediately upon our request, including but not limited to, where:

16.1.1. a manufacturer's recommended service is Due;

16.1.2. a Ministry of Transport (MOT) test or other maintenance is required in accordance with clause 7; or

16.1.3. we otherwise require the Vehicle to be made available to us for any reason.

16.2. We may require you to Return the Vehicle immediately upon our request, including but not limited to, where:

16.2.1. a manufacturer issues a recall;

16.2.2. it is required under any agreement we have with any third party in respect of the Vehicle(s); or

16.2.3. we otherwise require the Vehicle to be returned to us for any reason,

and in such circumstances, we will use reasonable endeavours to provide an alternative vehicle to you (subject to availability).

16.3. We may require that we change a Vehicle On-hire to you at any time during the Rental Period for any reason. Where we do so, we shall use reasonable endeavours to change the Vehicle for a replacement Vehicle without any change to the Rental Charges. If you fail to comply with any demand by us to change a Vehicle, we shall be entitled to terminate the Booking and repossess the Vehicle(s).

17. END OF RENTAL

17.1. You shall Return the Vehicle in the same condition as was identified in the Vehicle Condition Report (fair wear and tear excepted).

17.2. Except for Temperature Controlled Vehicles and Traffic Management Vehicles, which must be returned with the same fuel level as at On-Hire, you must Return the Vehicle with a full fuel tank or, for electric vehicles, a full charge. The fuel or charge level will be recorded upon Return.

17.3. Before Returning the Vehicle, you shall remove all property from the Vehicle that was not provided with the Vehicle or otherwise under any contract we have with you. If any such property is left in the Vehicle, then we reserve the right to dispose of the property without any liability to you or any third party, and you shall be liable to pay us any costs associated with such disposal.

17.4. The Rental Period shall end when:

17.4.1. we take possession of: (i) the Vehicle; and (ii) any and all Keys supplied to you, whether you Return the Vehicle to a Branch, or it is collected by us (or in the case of a stolen Vehicle, when a Deemed Return occurs under clause 17.5); and

17.4.2. you sign the Vehicle Condition Report, or where you fail to sign the Vehicle Condition Report, at 9am on the day after the Vehicle Condition Report is made available to you;

(a "Return").

17.5. If you are unable to Return in accordance with clause 17.4.1 because the Vehicle has been stolen, the Vehicle shall be deemed to be Returned on the date you provide the crime reference number ("Deemed Return"). Notwithstanding this clause 17.5, you shall remain liable for the Rental Charges in accordance with clause 19.8.2.

17.6. If you wish to Return a Vehicle to any Branch outside Business Hours you should arrange this with the manager of the Branch and you must leave the Keys for the relevant Vehicle in such location as is agreed by the manager of the Branch in advance. Notwithstanding any such agreement, Return of the Vehicle will be effected in accordance with clause 17.4.

18. CHARGES

18.1. You shall pay to us, in accordance with the Agreement:

18.1.1. the Rental Charges;

18.1.2. any Variable Charges; and

18.1.3. any other amount due to us by you under the Agreement.

(together the “Charges”).

18.2. The prices set out in the Quote and the Welcome Pack will remain valid for the Validity Period. Any Vehicles placed On-hire after the Validity Period may be subject to revised prices.

18.3. Any additional Vehicles not listed on the Quote shall, unless otherwise agreed by us, be subject to our standard tariff rates (which are available upon request).

19. RENTAL CHARGES

19.1. Subject to clause 19.4 and without prejudice to any other provision in the Agreement, the Rental Charges shall commence on the date of On-hire.

19.2. Details of the Rental Charges shall be set out in the Booking, or otherwise notified to you in writing in accordance with the Agreement.

19.3. The Rental Charges are calculated, among other things, based on your Annual Mileage Allowance. You must ensure that all the information you give us at the time of the Booking is accurate (including without limitation your estimated annual mileage).

19.4. If there is a Failed Delivery, or where we order a specific Vehicle from the manufacturer in accordance with clause 6.4, the Rental Charges shall commence on the earlier of:

19.4.1. the Start Date; and

19.4.2. the date of Delivery.

19.5. Save in respect of a Vehicle returned in accordance with clause 16, and without prejudice to clause 19.6, if you Off-hire a Vehicle prior to the end of the Minimum Hire Period, the following Rental Charges shall apply depending on the Vehicle hire type as follows:

Hire Product	Early Return Charges
12Months+	If you return a Vehicle that is hired on 12Months+ before the end of the Minimum Hire Period, the following charges apply: a. if the Vehicle has been on hire to you for less than 12 months, you shall be liable to pay us the Rental Charges that would have been due if you had hired the Vehicle for a full 12 months at the 12-month pricing band. For example, if the Minimum Hire Period was 24 months and you Off-hire after 3 months, you shall pay us the difference between what you paid for the 3 months at the 24-month pricing band and what you would have paid for 12 months of hire at the 12-month pricing band; or b. if the Vehicle has been on hire to you for more than 12 months, you shall be liable to pay us the Rental Charges based on the pricing band that reflects the actual length of the Hire Period. For example, if the Minimum Hire Period was 36 months and you Off-hire after 30 months, you will be required to pay the difference between what you paid for the 36-month price band for 30 months, and what you would have paid if you were on the 24-month price band for the full 30 months of hire.
Flexible Hire	You shall be liable to pay us the Rental Charges that would have been due if you had hired the Vehicle for the full duration of the Minimum Hire Period.
Temperature Controlled Vehicle	In the event that you return the Temperature Controlled Vehicle before the end of the Minimum Hire Period, you will remain liable for the full Rental Charges that would have accrued for the remainder of the Minimum Hire Period. An early termination charge will be applied to your account, calculated at the daily rental rate set out in your Booking Form, multiplied by the number of days remaining between Off-Hire and the scheduled end date of the Minimum Hire Period. This charge represents a genuine pre-estimate of the loss suffered by us as a result of the early return and does not constitute a penalty. Any deposit or pre-authorisation held by us may be applied against this charge, with any outstanding balance payable by you forthwith. For the avoidance of doubt, the return of the Temperature Controlled Vehicle before the end of the Minimum Hire Period shall not, of itself, terminate your obligations under this agreement, and all other terms and conditions shall continue to apply until all sums due have been paid in full.

19.6. Where any early return charges are due following Off-hire, we shall calculate these and notify the same to you, which shall be payable by you on receipt of an invoice.

19.7. For the avoidance of any doubt, where the Vehicle remains On-hire after the end of the Minimum Hire Period, you shall continue to pay the Rental Charges up to the date of Off-hire.

19.8. Notwithstanding any other provisions of the Agreement and notwithstanding any Off-hire, the Rental Charges may also apply beyond the date of Off-hire and/or be recalculated, in the event that:

19.8.1. the Vehicle is deemed a total loss, you will be liable to pay us the Rental Charges until the Vehicle is Returned to us and we have received settlement in full from you for the Market Value;

19.8.2. the Vehicle is stolen, you will be liable to pay us the Rental Charges until we have received settlement in full from you for the Market Value;

19.8.3. the Vehicle is returned Damaged and in our reasonable opinion is economical to repair, you will be liable to pay us the Rental Charges in respect of the estimated number of labour days the repairs will take and the number of days taken for you to approve any Damage Value; and

19.8.4. the Vehicle is returned Damaged and in our reasonable opinion is beyond economic repair, you will be liable to pay us the Rental Charges until we have received settlement in full from you for the Market Value.

19.9. Any actions we must take to ensure the Vehicle is returned to the condition it was in at On-hire (fair wear and tear excepted) as evidenced by the Vehicle Condition Report at the time of On-hire, shall result in extension of the Rental Charges for the relevant period to cover any loss of use of the Vehicle.

19.10. For Vehicles hired on 12Months+, at the end of the Minimum Hire Period, the Rental Charges for the Vehicle shall be automatically adjusted to reflect our prevailing rate for an out of term hire. This amendment will take effect immediately upon the end of the Minimum Hire Period.

19.11. For the avoidance of doubt, where the Vehicle is at one of our Branches, for example, where repairs, servicing, inspection and/or testing is being carried out, you shall remain liable for the Vehicle under the Agreement, including but not limited to, insuring the Vehicle and payment of the Rental Charges.

20. VARIABLE CHARGES

Deposit

20.1. If required by us, prior to the Start Date and/or at any time during the Rental Period, you agree to pay us the Deposit, and thereafter maintain the level of the Deposit if any sums are deducted from the Deposit in accordance with clause 21.

Non-standard Requests Charges

20.2. Save in respect of the Temperature Controlled Vehicles and Traffic Management Vehicles where the cost of the Additional Equipment is included in the Rental Charges, charges for the Additional Equipment are additional and shall either be paid upfront at the start of the hire or be split equally over such period as we notify to you ("Payment Period").

20.3. If you cancel a Booking and/or any Vehicle is Off-hired before the charges for any Additional Equipment have been paid in full, you shall be liable to pay to us the outstanding amount that would have been due over the remaining Payment Period for the Additional Equipment, such sum to be due on receipt of an invoice.

Mileage Realignment

20.4. Following a Mileage Realignment, we reserve the right to amend the Annual Mileage Allowance, in which case, from the date of the Mileage Realignment:

20.4.1. the revised Annual Mileage Allowance shall apply; and

20.4.2. the revised Rental Charges as set out in the Mileage Realignment shall apply without further notice for the remainder of the Rental Period, and shall be invoiced and payable by you in accordance with the Agreement.

Excess Mileage Charges

20.5. We reserve the right to invoice you for any Excess Mileage during the Rental Period.

20.6. At the end of the Rental Period, Actual Mileage will be recorded, we shall calculate any Excess Mileage charges that may apply, and as applicable, invoice you in respect of the same.

Damage and Repair Charges

20.7. You shall pay to us the Damage Value in accordance with the payment terms under these Terms, and such Damage Value shall be payable regardless of whether we decide to repair the Vehicle.

20.8. Consequently, upon Off-hire, if the Vehicle is, in our reasonable opinion:

20.8.1. economical to repair: you will be liable to pay the Damage Value for such Vehicle; or

20.8.2. beyond economic repair: you will be liable to pay the Market Value.

20.9. Where the Market Value is less than our current written down value plus any interest or penalties imposed by the bank or finance company, the difference is known as the shortfall ("Shortfall"). You shall be responsible for paying to us any Shortfall in addition to the Market Value.

20.10. You shall have seven (7) days from the point of receipt of the Damage Notice to involve your insurers (should you wish to do so) and provide us with the claim reference and any other information that we reasonably require.

20.11. If you contact us to recover or repair or investigate a fault on the Vehicle but do not wait for us to attend the Vehicle, you shall pay for the costs of our call out and for any subsequent Damage caused to the Vehicle as a result of you using it after a problem was suspected.

20.12. We shall (unless otherwise agreed) at your expense carry out any repairs to the Traffic Management Equipment which in our opinion have become necessary as a result of misuse, accident or otherwise than as a result of wear and tear.

20.13. We shall be under no obligation to repair any Traffic Management Equipment which in our opinion has been Damaged beyond economic repair, in which event you shall pay to us the replacement cost of such Traffic Management Equipment (being the cost to us of the replacement of the Traffic Management Equipment or substitute Traffic Management Equipment) less depreciation at the rate determined by us.

Ancillary Charges

20.14. You will also be liable for any applicable Ancillary Charges.

20.15. If you fail to comply with the Agreement or to return the Vehicle in accordance with clause 17, in addition to any other charges due under the Agreement, we will charge you Ancillary Charges for any rectification as may be required as a result, this applies at Off-hire and if the Vehicle attends one of our workshops for any reason.

21. APPLICATION OF FUNDS

21.1. In the event that you owe us any money in respect of the Charges at the end of the Rental Period, in respect of such shortfall, we shall utilise:

21.1.1. any Deposit; and

21.1.2. any Account Credit.

21.2. If the funds in clause 21.1 are insufficient to cover the Charges, we shall invoice you for the outstanding amount.

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

In the Agreement the following words shall have the following meaning:

"12Months+"	means a vehicle hire option with a Minimum Hire Period of at least 12 months;
"Account Credit"	means any funds or credit we may hold, for any reason and at any time, applicable to your account;
"Actual Mileage"	has the meaning given in clause 15.1;
"Additional Equipment"	has the meaning given in clause 6.1;
"Administration Fee"	means an administration fee charged by us in certain circumstances to cover our administrative costs of dealing with an issue or circumstances arising under the Agreement;
"Agreement"	has the meaning given in clause 1.1;
"Ancillary Charges"	means the ancillary charges that we notify to you from time to time arising out of, or in connection with the matters set out below: (i) failed delivery and/or failed collection fees; (ii) out of hours delivery or collection charge (additional to delivery and collection fee); (iii) fines, penalties or other charges for which you are liable under clause 13; (iv) Administration Fees; (v) charges for using the Vehicle outside the United Kingdom; (vi) applicable mechanical labour rates and bodyshop labour rates; (vii) mobile appointment no-show; (viii) unauthorised modifications to the Vehicle; (ix) chargeable call out fees for breakdown and/or repairs; (x) costs incurred by us to recover any Vehicle from you including but not limited to recovery agent fees and storage costs; (xi) any costs and losses incurred by us in respect of any Vehicle returned without a full tank and/or full charge (as applicable) including but not limited to our price for refueling and/or charging (as applicable) the Vehicle, such price to be notified to you by us; (xii) topping up AdBlue; (xiii) failed servicing; (xiv) replacement and spare Keys; (xv) any additional calibrated charges in respect of the use of the Fridge Unit over and above those specified in the Agreement; (xvi) substitute TME if not returned, at the then prevailing rates for the same; (xvii) use of apps, platforms, software and other online systems (including without limitation charges for EV suitability assessments; (xviii) cleaning the Vehicle and otherwise putting the Vehicle back in the condition it was in at On-hire subject to fair wear and tear; (xix) any other ancillary charges as set out in the Booking and/or Quote; and (xx) any other charges listed on the 'Standard Charges' section of the Welcome Pack as updated from time to time.
"Annual Mileage Allowance"	means the estimated annual mileage as stated on your Booking or as otherwise updated during the Rental Period in accordance with Clause 15;
"Booking"	means a Booking Form which has been accepted by us in accordance with clause 3;
"Booking Form"	means the booking form or other method (including, without limitation, email, telephone, by visiting a branch or via a third-party booking platform) containing the relevant information from you requesting the Vehicle(s) and any Additional Equipment;
"Branch"	means any of our branches in the United Kingdom;
"Business Hours"	means the hours in which the relevant Branch premises are open for business.
"Charges"	has the meaning given to it in clause 18;
"Congestion Charge Law"	means the Transport Act 2000, Local Transport Act 2008, and the Greater London Authority Act 1999 and/or any other laws, codes of practice, circulars and guidance notes in relation to any road or traffic-related charging scheme, whether in the UK or abroad;

"Damage"	means any and all damage to a Vehicle, excluding a mechanical fault or failure (to the extent the same is not caused, or contributed to, by you) including but not limited to any damage identified in the Vehicle Condition Report at Off-hire and "Damaged" shall be construed accordingly;
"Damage Notice"	means the written notice and claim pack issued by us, enclosing relevant information, including but not limited to, a breakdown of our estimated cost of the repairs, replacement parts, labour, and any associated administrative fees in respect of any Damage;
"Damage Value"	means, in respect of any Damage, the sums set out in the Damage Notice or otherwise notified to you by us, including but not limited to, our estimated costs of any repairs, replacement parts, labour, and any associated administrative fees;
"Data Protection Legislation"	means: (i) all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and (ii) all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party; and "Personal Data" , "data subject" , "process" , "processing" , "data controller" and "data processor" shall have the meaning given to them in the Data Protection Legislation;
"Deemed Return"	has the meaning given to it in Clause 17.5;
"Delivery"	has the meaning given to it in clause 4.1 (and "Delivered" shall be construed accordingly);
"Deposit"	means a deposit payable by you in accordance with clause 20 and which may be used by us in accordance with clause 21;
"Due"	means a maintenance or service of the Vehicle is due because the Vehicle mileage at which a service is required is within 1,000 miles (each of which is identified in the window of the Vehicle) or is otherwise required in accordance with clause 7;
"Early Return"	means where the Vehicle is Off-hired prior to end of the Minimum Hire Period;
"Excess Mileage"	means the surplus mileage by which the Actual Mileage exceeds the Annual Mileage Allowance;
"Flexible Hire"	means a vehicle hire option with a Minimum Hire Period of 28 days;
"Force Majeure Event"	means an act of God or any other event beyond a Party's reasonable control, including without limitation, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial dispute (including an industrial dispute involving that Party's own employees where that industrial dispute is beyond the reasonable control of that Party), terrorist act, act of Government, epidemic, pandemic or other spread of infectious disease including, for the avoidance of doubt, Coronavirus and any shortages of labour or materials arising as a result therefore or of associated regulations or the imposition of any measures to prevent the spread of disease, a refusal or delay by a third party in supplying vehicles or vehicle services to us in circumstances where there is no alternative service available at reasonable cost or restrictions of a legislative or regulatory nature (whether anticipated on the date of the Agreement, or not), the consequences of which such Party can neither prevent nor avoid;
"Fridge Unit"	means the fridge component of each Temperature Controlled Vehicle;
"Group"	means in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company, and "subsidiary" and "holding company" shall have the meanings given to them by section 1159 of the Companies Act 2006;
"Incident"	means any event relating to a Vehicle which causes damage to a Vehicle and/or causes a loss (or has the potential to cause a loss) to you, us or any third party;

"Insolvency Event"	means each and any of the following in relation to a party: (i) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party; (ii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets; (iii) the enforcement of any security over any assets of a party; or (iv) the attachment, sequestration, distraining upon or execution over or affecting any material asset of a party, which in any case is not withdrawn or dismissed as soon as reasonably practicable; (iii) the party is unable to pay its debts as they fall due or is insolvent, or the other party perceives (acting reasonably) that to be the case; (iv) the party enters into a composition or arrangement with any creditor, or its creditors or any class of them; and (v) a party ceases to trade in respect of all or a substantial part of its business whether due to insolvency or otherwise;
"Keys"	means the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started;
"Loan Vehicle"	has the meaning given to it in Clause 9.1;
"Losses"	means any and all damages, losses, liabilities, claims, actions, penalties, proceedings, demands, and charges, including any tax thereon, costs (including the cost of legal and other professional services on a full indemnity basis), and expenses (including any out of pocket disbursements properly incurred), in each case of whatever nature and, without limitation, shall include direct, indirect, consequential, and incidental losses (" Loss " shall be construed accordingly);
"Manual Mileage Reading"	has the meaning given to it in clause 15.1;
"Market Value"	the market value of the Vehicle established by us using the CAP index of replacement of the Vehicle, less any salvage value where applicable (notified to you by us);
"Mileage Data"	has the meaning given to it in clause 15.1;
"Mileage Realignment"	has the meaning given to it in clause 15.4.4;
"Mileage Review"	has the meaning given to it in clause 15.2;
"Minimum Hire Period"	means in respect of Vehicles hired: (a) on 12Months+ and Traffic Management Vehicles, 365 days; (b) on a Flexible Hire basis, 28 days; (c) for Temperature Controlled Vehicles, a minimum period of 7 (seven) days; and (d) on short term hire 24 hours;
"Notice Period"	has the meaning given in paragraph 2.2 of Schedule 3;
"On-hire"	means the earlier of: a) the date the Vehicle is Delivered to you or made available for your use under the Agreement; or b) the date we agree to place the Vehicle on-hire to you (including prior to Delivery).
"Off-hire"	means the Return or Deemed Return (as applicable) of a Vehicle to us in accordance with this Agreement, and " Off-hired " shall be construed accordingly;
"Payment Period"	has the meaning given to it in clause 20.2;
"Policy"	has the meaning given to it in clause 11.1.1;
"Pricing Details"	means the pricing and payment terms within the Welcome Pack, which are subject to change in accordance with the Agreement;
"Privacy Policy"	means our privacy policy (which may be updated from time to time) found at www.northgatetemperaturecontrolled.com ;
"Quote"	means a non-binding written or verbal quote provided by us to you detailing the cost for the hire of certain Vehicles;

"Temperature Controlled Vehicle"	means a vehicle and/or trailer fitted with a Fridge Unit which is hired to you under the terms of the Agreement.
"Regulations"	means applicable legislation and legally binding rules or regulations of any kind (including orders, instructions or directions of a competent authority);
"Rental Charges"	means the hire charges in respect of the Vehicle for the Rental Period calculated in accordance with the Booking, or such other rate confirmed by us in writing, as may be amended or extended in accordance with the Agreement;
"Rental Period"	means the period from the date of On-hire to the date of Off-hire;
"Return"	has the meaning given to it in clause 17.4, and "Returned" shall be construed accordingly;
"Replacement Vehicle"	means a replacement vehicle provided to you pursuant to clause 9.5;
"Representative(s)"	your employees, officers, directors, agents, contractors, sub-contractors, advisors, drivers or any other third party you allow to use or access the Vehicle and/or any Keys and any other persons acting on your behalf or under your instruction;
"RPI"	means the UK Retail Price Index or any official index replacing it;
"Special Terms"	has the meaning given to it in Clause 1.3;
"Start Date"	means the date agreed in the Booking as the anticipated commencement date for hire, subject to availability and Delivery;
"Sub-Processor"	means any data processor engaged by us that Personal Data may pass through as a side effect of placing a Booking;
"Traffic Management Equipment"	means traffic management equipment hired to you, whether fitted to a Traffic Management Vehicle or otherwise provided to you;
"Traffic Management Vehicle"	means a vehicle from our traffic management fleet, which is hired to you under the terms of the Agreement;
"Validity Period"	means the period stated in the Quote and/or Welcome Pack (as applicable) which represents the duration for which the rates shall remain valid, and in the absence of such timeframe, the default period shall be twenty-eight (28) days;
"Variable Charges"	means any charges payable in accordance with clause 20;
"Vehicle"	means a vehicle described in a Booking (which may include Temperature Controlled Vehicles and Traffic Management Vehicles), any Replacement Vehicle or Loan Vehicle, and any Vehicle Accessories, Traffic Management Equipment and Additional Equipment (as applicable);
"Vehicle Accessories"	means any accessories including spare wheels, tools and other accessories supplied with a Vehicle by us;
"Vehicle Condition Report"	the electronic or hard copy document signed or otherwise accepted by you or your representative to confirm the condition of the Vehicle at (i) Delivery; and (ii) Return;
"Welcome Pack"	means the document, including any covering correspondence, sent to you by us upon opening your account entitled "Welcome Pack"; and
"Working Day"	means any day on which banks are generally open for business in the City of London (other than Saturdays, Sundays or public holidays).

In this Agreement:

a) for the avoidance of doubt, references to 'we', 'us', or 'our' mean Northgate Temperature Controlled Limited only, and do not include the customer unless expressly stated."

b) a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it except that, as between the parties, no modification, consolidation or re-enactment shall apply for the purposes of the Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, either party;

c) a reference to "indemnify" or "indemnifies" means to indemnify and keep indemnified, and hold harmless, the party to be indemnified on demand on an after tax basis;

d) a reference to a "party" shall mean either you or us as the context requires and "parties" shall mean you and us;

e) all clause and paragraph headings and references to them in the Agreement are for identification and indexing purposes only. They shall be deemed not to be part of the Agreement and they shall not affect the construction or interpretation of the Agreement;

f) where the context otherwise requires, words importing the singular meaning shall include the plural meaning and vice versa and words denoting the masculine gender shall include the feminine and neuter genders;

g) where the context so admits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner; and

h) a reference to the doing of any act includes any attempt to do so, or to cause or permit any third party to do so, or attempt, the act in question. Every reference to you includes you and your Representatives as may be applicable. Any obligation on you includes an obligation on you to ensure your Representatives comply and you remain liable for the acts and omissions of your Representatives.

SCHEDULE 2: VEHICLE USE CONDITIONS

Part A: Standard Obligations

1. During the Rental Period you shall:

1.1. keep the Vehicle free from legal process or lien, fully protected and secured and not allow it to become subject to any distress, execution or seizure;

1.2. carry out the routine maintenance in accordance with clause 10;

1.3. always lock the Vehicle and secure all of its parts when it is left unattended and to keep the Keys in a secure location (noting that loss of one of a set, may require replacement of all for security purposes);

1.4. ensure the Vehicle is only driven by persons:

1.4.1. with a valid driving licence for the class of vehicle to which the Vehicle belongs;

1.4.2. covered fully by a comprehensive insurance policy; and

1.4.3. who are familiar with the type of Vehicle rented by you (including knowledge of how to operate the Vehicle, any special features such as Fridge Units, manufacturer's instructions and awareness of anything that may indicate electrical, mechanical, structural or tyre-related problems);

1.5. keep the Vehicle in a clean and tidy condition with timely removal of anything which may cause Damage to the interior or exterior of the Vehicle;

1.6. ensure the Vehicle is driven using reasonable skill and care and in accordance with any applicable road use rules (including the Highway Code and other applicable laws) and that all necessary precautions are taken to prevent loss or damage to the Vehicle;

1.7. ensure that all applicable licences, permits and permissions are in place for your use of the Vehicle and Additional Equipment (as applicable);

1.8. ensure any and all personnel (all employees, officers, staff, other workers, agents, consultants and any subcontractors) who drive, or are in possession or control of the Vehicle are aware of and shall comply with these terms of use and the terms of the Agreement as may be relevant;

1.9. when the Vehicle requires fuel, use only the correct fuel as indicated by the Vehicle manufacturer and appropriate for the engine type;

1.10. stop using the Vehicle as soon as possible and contact us upon becoming aware of any fault with or malfunction of the Vehicle (taking particular notice of any warning lights that may appear on the dashboard of the Vehicle);

1.11. ensure that no smoking, vaping, use of e-cigarettes or similar devices is carried out in the Vehicle;

1.12. report any Damage to us without delay;

1.13. be solely responsible for the protection of any data held in the Vehicle's tachograph (and we shall not be liable in any way whatsoever if you have not taken the necessary steps to protect and back-up the data);

1.14. if requested by us, on reasonable notice, bring the Vehicle to a location requested by us in order to allow us to inspect the Vehicle and/or carry out service or repair work; and

1.15. comply with all applicable laws and regulations.

2. During the Rental Period you shall not:

2.1. use the Vehicle for:

2.1.1. the carriage of passengers for hire or reward;

2.1.2. transportation of any live animals unless in a Temperature Controlled Vehicle and with our prior written consent;

2.1.3. any illegal purpose or in contravention of any Regulations affecting the Vehicle, its use or construction;

2.1.4. any off-road driving;

2.1.5. competitive racing of any nature;

2.1.6. to propel or tow any other vehicle or trailer unless the Vehicle is properly equipped to tow in which case towage weights must be adhered to at all times. It is your responsibility to ensure any such towing is appropriate and undertaken with due skill and care to ensure no Damage is caused to the Vehicle or to the trailer being towed. We shall have no liability for the insurance of, or any damage to, any towed trailer howsoever caused;

2.1.7. travel outside of the United Kingdom without our prior written consent and subject always to the appropriate insurance and VE103 certificate (Vehicle On Hire Certificate) being in place;

2.2. load the Vehicle with any goods of an inflammable, corrosive, explosive or otherwise dangerous nature which may cause damage or loss to the Vehicle, unless the Vehicle has been specifically constructed or designed to carry such goods (with our prior written approval) and the Vehicle is adequately insured against the risk of carrying such goods;

2.3. unseal or tamper with the kilometre or mileage indicator;

2.4. drive the Vehicle if the Vehicle exceeds 3.5 tonnes gross weight (unless you have obtained a valid Operator's Licence as defined and in accordance with the Goods Vehicles (Licensing of Operators) Act 1995, and have supplied a copy of the same to us);

2.5. unnecessarily expose the Vehicle to frost, freezing conditions, floods, severe storms or gale force winds (and not using the Vehicle until such conditions have improved);

2.6. without our prior written approval carry out yourself and/or engage any third party to carry out repairs or modifications on a Vehicle (and you shall be liable for any and all costs incurred by us to reverse such modifications, including rectifying any damage caused by modifications or their reversal and any servicing and safety checks following such reversal); and

2.7. without our prior written consent allow any third party to access and/or use the Vehicle (and you shall remain fully liable for any acts or omissions of any such third party and shall remain fully liable for any payments due under the Agreement including any Rental Charges).

Part B: Temperature Controlled Vehicle Specific

Where you hire a Temperature Controlled Vehicle, the following additional use obligations shall apply:

1. It is your sole responsibility to ensure that the Fridge Unit is set to the required temperature for the purpose for which you require the Vehicle.

2. Upon our request you shall provide us with such information as we reasonably require in respect of the Fridge Unit (including for example, the number of hours that such Fridge Unit has been used during the Rental Period).

3. It is your sole responsibility to ensure that the Temperature Controlled Vehicle is not loaded beyond its maximum authorised weight. You must ensure that the combined weight of all goods, equipment, passengers and any additional items loaded into or onto the Temperature Controlled Vehicle does not exceed the stated payload limit. We accept no responsibility or liability for any fines, penalties, enforcement actions, Damage or any other losses arising directly or indirectly from the Temperature Controlled Vehicle being overloaded during the Rental Period. You shall be fully liable for any Damage to the Temperature Controlled Vehicle, its refrigeration equipment including Fridge Unit, mechanical components, tyres, suspension, chassis or any other part of the Temperature Controlled Vehicle that occurs because of overloading.

SCHEDULE 3: GENERAL CONDITIONS

Any references to paragraphs within this schedule shall be to “**General Condition(s)**”.

1. GENERAL PAYMENT TERMS

1.1. We shall be entitled to issue invoices in respect of all Charges and payment shall be due by you 28 days from the date of the invoice, via direct debit, unless we agree different payment terms with you in writing or your payment terms are varied by us in accordance with General Condition 3.

1.2. All sums stated or referred to in the Agreement are exclusive of VAT which (if applicable) shall be added to our invoice at the appropriate rate.

1.3. No payment shall be considered paid until it is received by us in pound sterling, in cleared funds in full to such bank account as nominated by us from time to time. Payments shall be made by you in full without any set-off, deduction or withholding whatsoever.

1.4. We shall have the right to set-off any amount due from you to us, against any sums which are due to you from us.

1.5. In the event you reasonably and genuinely dispute any invoice, you shall notify us as soon as possible after receipt of the invoice (and in any event at least (five) 5 Working Days before payment is due) to the email address **Accounts@northgatetempcontrolled.com** and you shall pay the undisputed element of the invoice in accordance with these Terms. We shall investigate the disputed element, during which time the payment timeframe for the same shall be suspended, and we shall notify you of the outcome of that investigation. Additional details in respect of complaints can be found at the following website address: **www.northgatetemperaturecontrolled.com**

1.6. Without prejudice to any other rights and remedies, if we have not received payment by the due date, notwithstanding any agreed period of credit, the balance of your account becomes immediately due and payable, without liability to you or any obligation to refund any sums already paid we may:

1.6.1. charge the maximum amount and enforce any available rights under the Payment of Commercial Debts (Interest) Act 1998, commencing on the due date and continuing until fully paid, whether before or after judgment; and/or

1.6.2. immediately terminate the Booking and/or Agreement.

2. CHARGES REVIEW

2.1. We reserve the right to:

2.1.1. increase the Rental Charges on an annual basis by a percentage equal to the percentage figure as indicated by the most recently published percentage increase in RPI; and

2.1.2. increase the Variable Charges from time to time.

2.2. If, in accordance with General Condition 2.1, the Charges are revised, we will provide you with a minimum of (twenty-eight) 28 days' prior notice (“**Notice Period**”). Unless General Condition 2.4 applies and you return the Vehicle in accordance with such General Condition, the increased rate shall apply from the expiration of the Notice Period.

2.3. Notwithstanding General Conditions 2.1 and 2.2, we reserve the right to adjust the Charges at any point during the Rental Period with immediate effect in the event of any:

2.3.1. changes that are enforced on us by regulatory authorities and trade organisations;

2.3.2. increases in the cost of Vehicle Licenses or Department of Transport tests or tests certificates; and/or

2.3.3. rises in supplier and/or manufacturer rates or costs arising from or in connection with any change in our circumstance, whether reasonably anticipated or not.

2.4. In the event that, any increase to the Rental Charge under General Condition 2.1 exceeds the most recently published percentage increase in RPI at the time the increase is notified to you plus 2%, you shall have the right, within the Notice Period, to Return any 12Months+ Vehicle On-hire at the commencement of the Notice Period, subject to the following provisions:

2.4.1. you shall Return the Vehicle in accordance with these Terms within the Notice Period and you shall remain liable for any Charges due under the Agreement, except that the early termination charges in clause 19.5 shall not apply;

2.4.2. any Charges relating to Additional Equipment (if any) shall cease at the date of Off-hire and you shall be liable to pay to us the outstanding amount that would have been due over the Payment Period for the Additional Equipment, such sum to be due on receipt of an invoice; and

2.4.3. the terms of General Condition 6 shall apply in respect of those Vehicles.

2.5. In the event that the Vehicle is still On-hire to you on expiration of the Notice Period, you shall be deemed to have accepted the adjustment to the Charges as notified to you in accordance with Condition 2.2 and you shall be bound by the revised terms and you will be charged at the increased rate from expiration of the Notice Period.

3. CREDIT CHECKS

3.1. You agree that we may use any information you provide to us, including any information provided on the account application form, to assess your credit rating for our internal purposes and carry out credit checks at any time.

3.2. Where we are not satisfied with any credit checks which we undertake, we may, in our absolute discretion upon written notice:

3.2.1. require you to pay an additional Deposit;

3.2.2. revise any payment terms agreed with you; and/or

3.2.3. require you to Return the Vehicle.

3.3. You shall promptly notify us of any circumstances that may adversely affect your credit rating, including but not limited to financial difficulties, legal proceedings, or changes in ownership or management.

4. RISK AND TITLE

4.1. Risk in the Vehicle and any Additional Equipment, shall pass to you upon Delivery and shall remain with you until the Vehicle is Returned to us in accordance with the Agreement.

4.2. Notwithstanding General Condition 4.1, neither the ownership of the Vehicle or any Additional Equipment shall pass to you at any time. You shall have an ongoing obligation to inform us where Vehicles are to be kept at all times.

4.3. We reserve the right to repossess any or all Vehicles On-hire to you in accordance with this Agreement and you grant to us, our agents and employees an irrevocable right and licence to enter upon your land or premises on or in which the Vehicle(s) is or is believed to be situated with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing Vehicles to which we have retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of a Booking or the Agreement and is without prejudice to any of our accrued rights under the Agreement or otherwise.

5. TERMINATION

5.1. Either party may terminate the Agreement or any Booking immediately if an Insolvency Event occurs in relation to the other party.

5.2. Either party may terminate the Agreement or any Booking if the other party commits a material breach of the Agreement and if capable of remedy, such breach is not remedied within (thirty) 30 days of the non-breaching party notifying the other of the breach.

5.3. We may terminate the Agreement or any Booking immediately if:

5.3.1. you fail to pay us any Charges when they fall due in accordance with the Agreement or a Booking;

5.3.2. the Vehicle or any of its accessories are seized under any execution or legal process issued against the other party or under any distress for rent;

5.3.3. you fail to comply with the vehicle use conditions in Schedule 2;

5.3.4. you have your Operators Licence removed or revoked;

5.3.5. you allow a third party to use a Vehicle without our prior written consent and/or if you breach any conditions attached to such consent;

5.3.6. you fail to comply with any demand by us to return or exchange a Vehicle;

5.3.7. you do not provide any Policy renewal certificates as soon as reasonably practicable after the relevant renewal date;

5.3.8. we reasonably suspect that an Insolvency Event is likely to occur in relation to you or has already occurred; or

5.3.9. as otherwise set out within these Terms.

6. CONSEQUENCES OF TERMINATION

6.1. Upon expiration or termination of the Agreement or a Booking you shall immediately, in relation to the same:

6.1.1. Return the Vehicle(s) and all Keys in accordance with this Agreement; and

6.1.2. pay to us, on demand, all Charges due and unpaid at the date of such termination or expiry.

6.2. If you fail to return the Vehicle(s) in accordance with General Condition 6.1 or as otherwise required in accordance with this Agreement, we shall be entitled to repossess the Vehicle(s) in accordance with General Condition 4.3 and/or to recover from you all expenses incurred by us in tracing and/or recovering possession of the Vehicle.

6.3. Termination of the Agreement or a Booking, howsoever arising, does not affect the accrued rights or liabilities of the parties which have accrued on or before termination and the continuance in force of clauses which expressly or by implication shall survive such termination.

6.4. If we terminate the Agreement or a Booking under General Condition 5, Rental Charges will be due in accordance with clause 19.5.

7. LIABILITY

7.1. Subject always to General Conditions 7.2, 7.3 and 7.4, our total aggregate liability in contract, tort (including negligence) or otherwise arising under or in connection with the Agreement shall be the lesser of:

7.1.1. the total value of the Rental Charges paid and payable in the Contract Year giving rise to the claim; or

7.1.2. £50,000 (fifty thousand pounds) in total.

7.2. Nothing in the Agreement shall operate to exclude or limit the liability of either party for:

7.2.1. death or personal injury resulting from negligence;

7.2.2. fraud or fraudulent misrepresentation; and

7.2.3. any other liability which cannot, as a matter of law, be excluded or limited.

7.3. However arising and subject to General Condition 7.2, we shall not be liable to you for any:

7.3.1. indirect, special or consequential loss;

7.3.2. loss of profits;

7.3.3. loss of sales, business or contracts;

7.3.4. loss of anticipated income or savings;

7.3.5. loss of use or corruption of software, data or information (including loss of use of any data stored on the tachograph, tracking or telematics device that has not been removed prior to the end of the Rental Period);

7.3.6. loss of or damage to reputation or goodwill; and in respect of General Conditions 7.3.2 to 7.3.6, in each case whether direct or indirect.

7.4. Subject to General Condition 7.2 and without prejudice to General Condition 7.3, we shall not be liable to you for any Losses of any nature whatsoever (whether or not such Losses were reasonably foreseeable or we or our agents had been advised of the possibility of such Losses occurring) howsoever arising in respect of:

7.4.1. any delay in the performance of our servicing and/or repair obligations under the Agreement (including but not limited to in respect of any demurrage, storage or associated costs);

7.4.2. any mechanical or other technical failure of a Vehicle;

7.4.3. your failure to comply with the vehicle use conditions in Schedule 2;

7.4.4. property or goods left, stored or transported in or upon a Vehicle;

7.4.5. goods and/or services provided by you utilising the Vehicle; and

7.4.6. property or goods despatched or delivered to or from or loaded or unloaded from the Vehicle, including any failure of the same.

7.5. In respect of a Temperature Controlled Vehicle, we shall not be liable to you for any Losses of any nature whatsoever (whether or not such Losses were reasonably foreseeable or we or our agents had been advised of the possibility of such Losses occurring) in respect of:

7.5.1. a mechanical failure of the Vehicle or the Fridge Unit resulting in goods perishing; or

7.5.2. your failure to deliver goods to a third party (whether as a consequence of the Vehicle or Fridge Unit failing or otherwise); or

7.5.3. a loss that results from the Fridge Unit not being set to the correct temperature.

7.6. We shall have no responsibility or liability to you where you fail to provide access to the Vehicle in order to enable us (or our trusted partners) to carry out servicing or maintenance of the Vehicle and/or Fridge Unit.

8. INDEMNITY

8.1. You shall indemnify us on demand, keep us indemnified and hold us harmless against all Losses suffered or incurred by us, our employees, agents and contractors arising out of or in connection with:

8.1.1. any and all loss, theft, damage to or destruction of the Vehicle arising from any cause and whether or not such loss, theft, damage or destruction results from your own actions or the actions of any of your officers, employees or agents;

8.1.2. any breach by you of the Agreement (including any third-party claims brought against us which arises as a result of such breach);

8.1.3. any Losses, loss or damage to property, personal injury, or death (or third-party claims relating to the same) arising out of or in connection with your performance under the Agreement and/or use (or intended use) of the Vehicle (including where a third party is permitted to use the Vehicle);

8.1.4. a failure to insure the Vehicle in accordance with the Agreement and any failure by the insurers to meet in full a claim under any of the insurances relating to the Vehicle;

8.1.5. any third-party claims or allegations for actual or alleged infringement of third-party rights relating to your use of any intellectual property rights on, or relating to, the Vehicle;

8.1.6. any seizure, condemnation or taking possession of a Vehicle by any person, organisation or state; and

8.1.7. where any act or omission by you causes or contributes to the invalidation of the manufacturer's warranty.

8.2. In respect of any indemnity given under General Condition 8.1 above:

8.2.1. we shall, in our absolute discretion, decide what action, if any, to take in respect of any claim;

8.2.2. we shall have exclusive control over, and conduct of, all claims and proceedings;

8.2.3. you shall not make any admissions (other than to us) and shall provide us with all assistance in the conduct of any claims or proceedings and you shall not take any action which shall or may prejudice such claim or proceeding; and

8.2.4. we shall be entitled to retain all sums recovered in any action for our own account.

9. CONFIDENTIALITY

9.1. Each party undertakes to the other that we shall not at any time disclose to any person any confidential information (including any commercially sensitive information) concerning the business, affairs, customers, clients or suppliers of the other, except as permitted by General Condition 9.2.

9.2. Each party may each disclose the other's confidential information:

9.2.1. to its own employees, officers, representatives or advisers who need to know such information for the purposes of carrying out our own obligations under the Agreement. Each party shall ensure that its own employees, officers, representatives or advisers to whom the other's confidential information is disclosed comply with this General Condition 9; and

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

9.3. We may also disclose your confidential information to our third-party service providers, contractors, and agents who need to know such information in order to assist us in the operation of our business, including for customer relationship management, telematics, vehicle suitability assessments, marketing, or IT systems support.

9.4. Neither you nor we shall use the other's confidential information for any purpose other than in accordance with, or to perform, our respective obligations under the Agreement.

10. DATA PROTECTION

1.2. In relation to all Personal Data, the parties shall at all times comply with Data Protection Legislation. Please read the Privacy Policy set out at www.northgatetemperaturecontrolled.com for further information about how we may use your Personal Data.

11. GENERAL

11.1. **Entire Agreement.** The Agreement and the documents referred to in it constitutes the entire agreement and understanding of you and us and supersedes any previous agreement between you and us relating to the subject matter of the Agreement and any prior promises, representations and misrepresentations (whether oral or written) relating to the subject matter of the Agreement.

11.2. **No reliance.** You acknowledge and agree that no representations were made prior to the entering into of the Agreement and that, in entering into the Agreement, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out or referred to in the Agreement. We do not supply the Vehicles subject to any representation, condition or warranty express, implied or statutory in connection with the quality or fitness for any purpose of the Vehicles. Any such representations, conditions or warranties are hereby expressly excluded to the maximum extent permitted by law.

11.3. **Variations.** We may revise these Terms from time to time as they appear on our website at the following URL: www.northgatetemperaturecontrolled.com. Each time we fulfil a Booking the version of these Terms in force at that time will apply to the Booking. An amendment made by you to the Agreement is ineffective unless it is in writing, expressly purports to amend the Agreement and is executed by both you and us.

11.4. **Force Majeure.** Neither party shall be in breach of the Agreement, or liable for delay in performing, or failure to perform, any of its obligations under the Agreement (other than for failure to pay the Charges and/or failure to comply with any other payment obligations) if such delay or failure results from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been so delayed or failed to be performed.

If either Party is affected by a Force Majeure Event it shall promptly notify the other Party of the nature of the Force Majeure Event, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance. If the period of delay or non-performance continues for three (3) months the party not affected may terminate the Agreement and Booking(s) by giving thirty (30) days' written notice to the affected party.

11.5. Third Party Rights. Except as provided in the Agreement, the Agreement does not create, confer or purport to confer any benefit or right enforceable by any person except you and us. A member of our Group may in its own right enforce the provisions of the Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999, except that we may rescind or vary the Agreement without the consent of any members of our Group.

11.6. Further Assurance. We shall each, at the request of the other, execute all deeds and other documents and do all things that the other may require (acting reasonably) in order to give effect to the terms of the Agreement.

11.7. Notices. Any notice to be given by either you or us to the other under the Agreement must be in writing (which shall for this purpose include e-mail) and addressed to that other party at its registered office or principal place of business or such other address or electronic mail address as may have been notified for these purposes. Notices shall be delivered personally, sent by first class post or by e-mail. A notice is deemed to have been received if sent by prepaid first class post, on the second (2nd) Working Day after posting (excluding the day of posting). Any notice sent by e-mail will be effective only when actually received in readable form and service shall be deemed to be effected on the same day it is sent unless an autogenerated response is sent that the email has not been delivered. In proving service of the notice, it shall be sufficient to show that delivery by hand was made, that the envelope containing the notice was properly addressed and posted as a first class pre-paid letter or to prove that the e-mail was correctly addressed.

11.8. Waiver. Any delay or failure or neglect by either you or us to enforce any of the provisions of the Agreement shall not be construed nor deemed to be a waiver of that party's rights then or in the future, and does not affect the validity of the whole or part of the Agreement nor prejudice that party's rights; any waiver by either you or us of our respective rights under the Agreement does not operate as a waiver in respect of any subsequent breach.

11.9. Severance. If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or part, such provision shall be deemed amended to the minimum extent necessary to make it valid, legal, and enforceable, while preserving the original commercial intent of the parties as closely as possible. The validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

11.10. Assignment and other dealings. You shall not without our prior written consent assign, transfer, charge, dispose of, deal with or subcontract your rights or obligations under the Agreement. For the avoidance of doubt, you will remain liable to us under the Agreement in respect of any act or omissions, or the use of any Vehicles, by any employees, agents, contractors, third parties or other drivers as though such use were by you.

11.11. Status. Nothing in the Agreement or any arrangement contemplated by it shall constitute either you or us as a partner, agent, fiduciary or employee of the other party.

11.12. Governing law and jurisdiction. The Agreement shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.