

Bespoke Traffic and Highway Solutions Ltd –Terms and Conditions of Hire

These Terms and Conditions are the standard terms that apply to the hire of all Vehicle or Plants and Plant from us, Bespoke Traffic and Highway Solutions Ltd (trading as BT-HS), a company registered in England and Wales under number 11334771, whose registered office address is at Unit B, Ackhurst Road, Common Bank Industrial Estate, Chorley, Lancashire, PR7 1NH (“the Company/we/us/our”).

These Terms and Conditions apply to business Clients only – we do not hire Vehicle or Plant to consumers (as defined in the Consumer Rights Act 2015).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Client/you/your**” means the firm or corporate body ordering the Vehicle or Plant for hire. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into the Contract on behalf of that business and the business will be the Client in the context of the Contract;

“**Contract**” means the contract formed as detailed in clause 2, which shall incorporate, and be subject to, these Terms and Conditions;

“**Vehicle or Plant**” means Vehicle or Plant described in the Hire Agreement or any replacement Vehicle or Plant to be hired by the Client together with the spare wheel, tools and other accessories supplied with the Vehicle or Plant;

“**Hire Term**” means the term of hire as set out in our Hire Agreement, which may be extended by agreement; and

“**Hire Agreement**” means our proposal for the provision of the Vehicle or Plant for hire. Any Hire Agreement remains open for acceptance for a period of 30 days unless otherwise specified.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails and similar communications;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a clause is a reference to a clause of these Terms and Conditions;

1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. The Contract

2.1 We will send a written Hire Agreement setting out the Vehicle or Plant to be provided for hire. A legally binding Contract will be formed as soon as you accept our Hire Agreement (electronically or otherwise), and the Contract will include the acceptance of these Terms and Conditions, which will apply between you and us.

2.2 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.3 You are responsible for the accuracy of any information submitted to us and for ensuring that the Hire Agreement reflects your requirements. Our Hire Agreement is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the order value, we reserve the right to make adjustments to it.

2.4 Hire Agreements are subject to Vehicle or Plant availability and may be revoked without liability.

3. Hire Term

3.1 The agreed Hire Term will be as detailed in our Hire Agreement.

3.2 The Hire Term can be extended, subject to these same Terms and Conditions, provided we agree this in writing.

3.3 The Vehicle or Plant may be returned early, however, no refunds will be issued for early returns.

3.4 You must ensure the Vehicle or Plant arrives back with us no later than the last day of the Hire Term or we reserve the right to charge you for any additional week’s rental at the normal weekly rate for that Vehicle or Plant plus any additional relevant charges, surcharges or excesses.

4. Delivery

4.1 You will be responsible for ensuring there is unobstructed access for the delivery of the Vehicle or Plant.

4.2 You will need to sign for the Vehicle or Plant on delivery. If for any reason we are unable to deliver the Vehicle or Plant at your chosen delivery address, we will leave a note informing you that the Vehicle or Plant has been returned to our premises, requesting that you contact us to arrange re-delivery. The re-delivery will be chargeable.

4.3 If, on delivery, the Vehicle or Plant is defective or not what you ordered, and you lawfully refuse the delivery we will replace the defective or incorrect Vehicle or Plant as soon as is reasonably possible. However, we shall have no further liability to you and you accept any Vehicle or Plant that has been signed for at the point of delivery.

5. Company’s obligations

5.1 The Vehicle or Plant will be checked to ensure it is working correctly, before we deliver it to you.

5.2 The Vehicle or Plant will be supplied in a clean and road-worthy condition having been fully valeted and subjected to a full mechanical inspection which includes topping up all necessary fluids and oil and checks on all tyres.

5.3 We will use all reasonable endeavours to accommodate any reasonable changes that may be requested by you, subject to your acceptance of any related changes to the fees that may be due as a result.

5.4 We will use all reasonable endeavours to complete our obligations under the Contract, but time will not be of the essence in the performance of these obligations.

6. Client’s Obligations

6.1 You agree, during the Hire Term and any extended term, until the Vehicle or Plant is returned to us, that you are responsible for;

6.1.1 Any damage caused to tyres and tubes, other than fair wear and tear.

6.1.2 For the cost of repairing or replacing windscreens or other glass light lenses, bulbs and mirrors

6.1.3 Maintaining the correct air pressure in all tyres to prevent damage and to comply with all legal requirements

6.1.4 Keeping the Vehicle or Plant kept in a clean and tidy condition

6.2 You agree, during the Hire Term and any extended term, until the Vehicle or Plant is returned to us, that you will:

6.2.1 Update the MID database in line with the Fourth EU Motor Insurance Directive;

6.2.2 keep the Vehicle or Plant in your possession and control and ensure that it is kept secure and adequately insured, on a full replacement basis, against loss, damage and theft. You must provide evidence of such insurance to us upon request. The proceeds of any claim in respect of such insurance shall be held by you on trust for us;

6.2.3 operate the Vehicle or Plant in a proper, safe and prudent manner in accordance with any manufacturer’s instructions issued for it and for the purpose for which it was designed, and ensure that the Vehicle or Plant is operated with all due care and attention, by properly trained personnel and hold a valid full current licence and are duly permitted under the insurance policy;

6.2.4 check daily the engine oil level, water level in radiator, washers and wipers, lights, wheel nuts, brake fluid level and condition of tyres.

6.2.5 keep the Vehicle or Plant in good working order, fair wear and tear excepted;

- 6.2.6 not hold yourself out as owner of the Vehicle or Plant, nor will you charge, encumber, sell, let, lease, hire or otherwise dispose of, part with, or abandon the Vehicle or Plant, or permit or suffer the creation of any lien or distress over the Vehicle or Plant;
- 6.2.7 ensure that any identification marks, labels or signs on or fixed to the Vehicle or Plant are not removed, defaced, amended, obscured or otherwise subjected to interference, including those which identify the Vehicle or Plant as belonging to us;
- 6.2.8 allow us at all reasonable times to inspect, test, adjust, repair or replace the Vehicle or Plant;
- 6.2.9 not allow any person other than our authorised personnel (or a person acting under our instruction) to interfere with, modify, or service the Vehicle or Plant;
- 6.2.10 return the Vehicle or Plant to us at the end of the Hire Term, or any agreed extended term. You can request we collect the Vehicle or Plant but this will be chargeable.
- 6.3 You agree, during the Hire Term and any extended term, until the Vehicle or Plant is returned to us, that you will ensure the Vehicle or Plant will not be used;
- 6.3.1 for the carriage of passengers for hire or reward;
- 6.3.2 for any illegal purpose or in contravention of any legislation affecting the Vehicle or Plant, its use or construction
- 6.3.3 outside England, Wales or Scotland without the prior written consent by us and a Vehicle or Plant on Hire Certificate (VE103)
- 6.3.4 For anything that is not its intended purpose, including but not limited to racing, pace making, rallying, speed testing or for driving instruction.
- 6.4 You agree, during the Hire Term and any extended term, until the Vehicle or Plant is returned to us, that you are solely responsible and liable for;
- 6.4.1 any penalty charge notice, fine or similar penalty issued which concerns the Vehicle or Plant during the Hire Term including but not limited to speeding, bus lane offences or other road violations;
- 6.4.2 any parking fines while the Vehicle is in your possession,
- 6.4.3 any toll road or congestion charges that are accrued or necessary to pay during the Hire Term
- 6.5 If, when we receive the Vehicle or Plant back, any part of the Vehicle or Plant is found to be lost or damaged, we will invoice for the cost of the repair or replacement of the damage and we reserve the right to continue to charge for the hire until such time as all sums under the Contract have been received.
- 7. Vehicle or Plant Breakdown or Damage**
- 7.1 In the event that the Vehicle or Plant suffers a breakdown, you must inform us as soon as possible after the breakdown on our dedicated 24 hour breakdown number 0333 5772847.
- 7.2 You must not undertake or permit any repair work to be carried out on the Vehicle or Plant without our express written permission.
- 7.3 Where the breakdown is caused by fair wear and tear or by a fault in the Vehicle or Plant, the cost of the repair (including labour and all parts necessary) shall be borne by us and if the Vehicle or Plant is incapable of being used for a period of 1 week or more, no hire charge will be made for the period in which the Vehicle or Plant was unavailable to you for use.
- 7.4 Where the breakdown is caused by your negligence (or that of any third party) or as a result of wilful or accidental damage, misuse, vandalism, neglect, any of the events listed in clause 6.1 or any other cause beyond our reasonable control, the cost of the repair or replacement of the Vehicle or Plant shall be borne by you.
- 7.5 You must immediately report to us any accident and must not admit any fault or responsibility. You should take the following steps;
- 7.5.1 Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles;
- 7.5.2 Make a detailed note of the names, addresses and telephone numbers of any witnesses;
- 7.5.3 Contact the police in the event of any suspected injuries or any disputes over responsibility;
- 7.5.4 Secure the Vehicle in a safe location, with police assistance if necessary.
- 7.5.5 Keep us updated with any progress and pass to us any document you receive in regards to the accident.
- 8. Fees and Payment**
- 8.1 You may be required to pay a deposit, if so stated in our Hire Agreement. In this event, we will not dispatch any Vehicle or Plant to you until the deposit has been paid in full. The deposit will be retained by us in full or in part if the Vehicle or Plant is not returned, or is lost, stolen or damaged in any way or if any rental payments are not paid.
- 8.2 We will invoice you monthly in arrears throughout the Hire Term and any extended term.
- 8.3 You agree to pay on demand;
- 8.3.1 Any charges we occur for valeting should the Vehicle or Plant be return in an unsatisfactory condition
- 8.3.2 Any mileage that that is above what has be stipulated in the Hire Agreement.
- 8.3.3 The full cost of any damage if that damage is not covered by insurance or doesn't pay out at the full value
- 8.3.4 If terminated early, any termination fees in accordance with clause 3.3.
- 8.3.5 Any variation to any rental fees should those be a direct result of government uplifts to the Vehicle or Plant excise duty
- 8.3.6 Any fuel that has not been returned in the Vehicle or Plant
- 8.3.7 Any costs incurred for the removal and/or disposal of any property left in the Vehicle or Plant
- 8.3.8 Any recovery charges arising from the Vehicle or Plant and Operator Services Agency (VOSA), HM Revenue and Customs (HMRC), the police, or any other public organisation (or their agent) who has seized the Vehicle or Plant.
- 8.3.9 any loss of profit in the event of an out-of-use Vehicle or Plant due to an accident that has occurred during the Hire Term caused by you or a third party or a late return of the Vehicle or Plant.
- 8.4 All invoices are payable strictly within 30 days of the date of invoice, in pounds sterling, without set-off, withholding or deduction.
- 8.5 All prices quoted are expressed exclusive of VAT.
- 8.6 Time for payment shall be of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other rights which we may have, we shall have the right recover the Vehicle or Plant in accordance with clause 9, and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum over the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 9. Title and Risk**
- 9.1 Risk in the Vehicle or Plant shall pass to the Client upon it leaving our physical possession or control and shall not revert back to us until the Vehicle or Plant is back in our possession or control where applicable, notwithstanding the expiry of any agreed Hire Term (or extended term).
- 9.2 Title and all rights to the Vehicle or Plant shall at all times be vested in us and you acknowledge that you have no right, title, property or ownership in the Vehicle or Plant.
- 9.3 We reserve the right to repossess any Vehicle or Plant in which we retain title without notice. You irrevocably authorise us to enter your premises (or any premises at which we reasonably believe the Vehicle or Plant is being held) during normal business hours for the purpose of repossessing any Vehicle or Plant in which we retain title.
- 10. Insurance**
- 10.1 During the Hire Term, you shall at your own expense obtain and maintain insurance of the Vehicle or Plant 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 required.
- 11. Cancellation**
- 11.1 If you wish to cancel the Contract at any time before the Vehicle or Plant has been dispatched, you must notify us in writing. We reserve the right to charge for any costs incurred by us as a result of your cancellation including, but not limited to, administration and restocking charges.

- 11.2 We reserve the right to cancel the Contract at any time before the Vehicle or Plant has been dispatched. In this event, we will contact you as soon as possible to minimise disruption and if any deposit has been paid in accordance with clause 8.1, we will refund it within 14 days.
- 12. Termination**
- 12.1 We may terminate this Contract for any reason at any time.
- 12.2 Either Party has the right to terminate this Contract immediately if the other commits a material breach of this Contract and fails to remedy that breach within 14 days of receiving notice of the breach, or if the other goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 12.3 In the event of termination:
- 12.3.1 all payments due under this Contract shall become due and immediately payable. In respect of any part of the Hire Term or any extended term for which no invoice has been submitted, we shall be entitled to submit an invoice, which shall become due and immediately payable;
- 12.3.2 any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract shall survive termination on a pro-rata basis.
- 12.4 The rights to terminate this Contract given by this clause 11 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 13. Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing or unless required to do so by law.
- 14. Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the Vehicle or Plant available for hire and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Vehicle or Plant unless confirmed by us in writing. In entering into the Contract, the Client acknowledges that it does not rely on and waives any claim for breach of any such representations, which are not so confirmed.
- 15. No Employment:** Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 16. Assignment and Sub-Contracting**
- 16.1 The Client shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner will all or any of its rights or obligations under this Contract.
- 16.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without the consent of the Client.
- 17. Liability and Indemnity**
- 17.1 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 17.2 Except as provided in clause 17.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.
- 17.3 In the event of a breach by us of our express obligations under these Terms and Conditions, the remedies of the Client will be limited to damages, which in any event, will not exceed the fees and expenses paid by the Client under the Contract in the 12 months preceding the date on which the claim arose.
- 17.4 The Client will indemnify us against all damages, costs, claims and expenses suffered by us as a result of the Client's actions or inactions, including those of any agents or employees of the Client.
- 18. Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism or war, governmental action or any other event beyond the control of the Party in question.
- 19. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severance:** In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
- 21. Data Protection:**
- 21.1 We will comply with all applicable data protection legislation including, but not limited to, the General Data Protection Regulation 2016, the Data Protection Act 2018 and any subsequent amendments thereto.
- 21.2 We will never share your data with a third party without your written permission unless we have a lawful basis for doing so including but not limited to; providing your details to any government or private issuer of any fines in accordance with clause 6.4
- 21.3 You agree that you will also comply with the GDPR at all times. In particular, if you are passing us or allowing us access to the personal data of any third party, you warrant that you have obtained permission from those third parties for us to access their data. We will only use it to perform our obligations under the Contract and will not use it for any other purpose.
- 22. Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 23. Notices:** All notices shall be in writing, addressed to the most recent address or email address notified to the other Party and shall be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices will be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.
- 24. Law and Jurisdiction**
- 24.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising from them or associated with them) will be governed by, and construed in accordance with, the laws of England & Wales.
- 24.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising from them or associated with them) will fall within the exclusive jurisdiction of the courts of England and Wales.