

TERMS & CONDITIONS OF HIRE APPLY TO THE HIRE OF THE VEHICLE TO YOU BY DIRECT VAN HIRE LTD., JCR UNIT 6, CHERRY TREE ROAD, TIBENHAM NR16 1PH :

1. **Interpretation** In these conditions unless the context requires otherwise:

1.1 **'You'** means the Customer being the private individual or company specified in section 1 of the Vehicle Hire Agreement.

1.2 **'We'** means the supplier being Direct Van Hire Ltd.

1.3 **'The Vehicle'** means the vehicle described in the 'Vehicle Details' section of the Vehicle Hire Agreement.

1.4 **'Protected Data'** means the Vehicle Hire Agreement, email correspondence, personal identification, addressed, financial and banking data and any other data obtained by us from You in accordance with the ordinary course of business.

DATA PROTECTION

1.5 Direct Van Hire Ltd. holds some contact details for you, such as details of your business, your name, business address, email address and telephone numbers.

We hold these because you have given them to us so that we can send you details regarding special offers, orders and general information involving the supply of vehicle parts and tyres. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act."

OUR POLICY

1.6 All data is kept in a private secure environment that is accessible only by Direct Van Hire Ltd. sales and administration staff. We keep high-quality security and do our utmost to protect user privacy. In the event of a data breach Direct Van Hire Ltd. will inform those whose Protected Data has been lost, stolen or processed by someone other than to whom the benefit of the Protected Data was for.

1.7 We will not sell, trade, process or rent your Protected Information to any countries outside the United Kingdom or to any International Organisation without the prior written consent of You.

1.8 Please note that we reserve the right to access and disclose individually identifiable information to comply with laws and lawful government requests, to operate our systems properly and to protect ourselves and our users.

1.9 Direct Van Hire Ltd. shall, in accordance with Data Protection Laws, make available to You such information that is in its possession or control as is necessary to demonstrate our compliance with the obligations placed on it under this clause and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28.

1.10 At the end of the provision of the lease arrangements between Direct Van Hire Ltd. and You relating to the processing of Protected Data, at the option of You, Direct Van Hire Ltd. shall either return all of the Protected Data to You or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Direct Van Hire Ltd. to store such Protected Data. This clause shall survive termination or expiry of the Vehicle Hire Agreement and these Conditions.

YOUR RIGHTS

You have a number of rights concerning your personal data. These include:

- The right to be informed
- The right of access
- The right to rectification
- The right to erasure
- The right to restrict processing
- The right to data portability
- The right to object
- Rights to relation to automated decision making and profiling

If you wish to exercise any of those rights or to complain about how we have handled your personal data, please contact us at JCR Unit 3, Cherry Tree Road, Tibenham, Norfolk NR16 1PH.

The Data Protection Officer for Direct Van Hire Ltd is Lee Osborne.

If you are not satisfied with our response or believe we are not processing your data in accordance with prevailing laws, then you can complain to the Information Commissioner's Office.

Direct Van Hire Ltd. is regulated by the Financial Conduct Authority (FCA) Registration number 911834.

Where any Vehicle hire falls under the scope of regulated activity for the purpose of the Financial Services Act 2012, Direct Van Hire Ltd. is duly registered and authorised by the FCA to conduct and administer such rental arrangements with You.

THE TERMS & CONDITIONS OF HIRE

2. Direct Van Hire Ltd. hires to You, the Vehicle for the period of hire set out in the Vehicle Hire Agreement. The hire of the Vehicle will commence on the time and date shown in the Vehicle Hire Agreement ('Commencement of Hire'). For the avoidance of doubt, You will not obtain any other rights to the Vehicle.

2.1 You will pay to Direct Van Hire Ltd. in advance of the Commencement of Hire the price of the hire set out in the Vehicle Hire Agreement. If the Vehicle is returned to Direct Van Hire Ltd. having exceeded the Allowable Daily Mileage specified on the Vehicle Hire Agreement, then You will pay to Direct Van Hire Ltd the Excess Mileage Charge shown on the Vehicle Hire Agreement when the Vehicle is returned to Direct Van Hire Ltd at a rate of 0.14 pence per mile. Direct Van Hire Ltd. reserves its rights under the Late Payment of Commercial Debts (Interest) Act 1998 to charge interest on any sum due to Direct Van Hire Ltd. in accordance with these conditions or the Vehicle Hire Agreement at the rate of 8% above the lending rate for Lloyds Bank Plc.

OR

2.2 You will pay to Direct Van Hire Ltd. in advance of the Commencement of Hire the price of the hire set out in the Vehicle Hire Agreement. If the Vehicle is returned to Direct Van Hire Ltd. having exceeded the Allowable Daily Mileage specified on the Vehicle Hire Agreement, then You will pay to Direct Van Hire Ltd. the Excess Mileage Charge shown on the Vehicle Hire Agreement when the Vehicle is returned to Direct Van Hire Ltd. at a rate of 0.14 pence per mile. Direct Van Hire Ltd. reserves its rights to charge interest on any sum due to Direct Van Hire Ltd. in accordance with these conditions or the Vehicle Hire Agreement at the rate of 3% above the lending rate for Lloyds Bank Plc.

3. 'You' agree that the Vehicle will not be taken outside mainland Great Britain or British Isles, unless You have prior authorisation in writing from Direct Van Hire Ltd. and in the event that authority is given (at the sole discretion of Direct Van Hire Ltd.), only on such terms as Direct Van Hire Ltd. deems fit.

4. 'Direct Van Hire Ltd.' has no liability whatsoever for property carried or left in the vehicle, including property left in the Vehicle on return to 'Direct Van Hire Ltd.' and any such property left or kept in the Vehicle is the responsibility of You.

5. You (a) will exercise all reasonable care and skill when using the vehicle; and (b) confirm that the Vehicle will be driven during the period of hire only by Principal Driver named on the Vehicle Hire Agreement and You warrant and undertake that (i) the Principal Driver has at the commencement of hire and will continue to have during the period of hire all necessary qualification, licence and authorisation to drive the Vehicle unsupervised in the United Kingdom. and (ii) the Principal Driver is not at the commencement of hire and will not become during the period of hire disqualified or banned from driving in the United Kingdom and (iii) all information given to Direct Van Hire Ltd. regarding the You and the Principal Driver is true, accurate and not misleading and will remain so during the period of hire. You shall inform Direct Van Hire Ltd. immediately if any part of these warranties and undertakings is breached during the period of hire.

6. The Vehicle must not under any circumstances be used:

(a) For [carrying passengers] racing, pace making, reliability trials, speed testing, to propel or tow any other vehicle or trail er.

(b) For any unlawful purpose.

(c) For carrying more passengers than it was originally designed to carry.

(d) If there is any mechanical failure or structural damage or other material damage to the Vehicle during the period of hire.

(e) By any person not licensed to drive the Vehicle or any person under the influence of alcohol or drugs.

7. 'You' agree to ensure that the Vehicle is returned to 'Direct Van Hire Ltd.' at the end of the hire period (including on early termination in accordance with these terms and conditions) and You shall ensure that it is returned: -

(a) With the same fuel level as at the Commencement of Hire.

(b) In the same condition as at the Commencement of Hire (including but not limited to with all of its fixtures and accessories, if any).

(c) To the address of Direct Van Hire Ltd. shown on the Vehicle Hire Agreement.

(d) In a clean condition (both exterior and interior).

(e) If returning a vehicle 'Out of Hours' the following applies: the vehicle will remain your responsibility until we have washed it and checked for additional damage (other than the marks and notes indicated on the vehicle check sheet) which is chargeable to you. You will be asked to sign a 'Post-hire Disclaimer' to reflect condition 7e. Vehicle Return Times: Monday to Friday 0730 to 1700 and Saturday 0800 to 1300. All other times are deemed 'Out of Hours'.

8. Before the Commencement of Hire You will pay to Direct Van Hire Ltd. the Damage/Fuel Deposit set out in the Vehicle Hire Agreement. The Damage/Fuel Deposit shall be returned to you at the end of the period of hire. In the event that there is breach of Clause 7 in which case You authorise Direct Van Hire Ltd. to use such amount of the Damage/Fuel Deposit as may be necessary to cover its losses (including but not limited to cleaning charges and repair any damage to the Vehicle and the cost of replacing used fuel). A secondary inspection will be carried out to inspect for damage the underneath of vehicles off hired.

8.1 Direct Van Hire Ltd. shall insure the Vehicle on your behalf and at your cost during the period of hire via Daily Insure for up to 7 days. (Thereafter you will require your own insurance policy). If any damage occurs to the Vehicle or one or more claims are made under such insurance as a result of your hire or use of the vehicle, then You will pay (a) the excess of the insurance policy (shown on the Vehicle Hire Agreement) to us on demand and (b) any costs resulting from such damage that Direct Van Hire Ltd. cannot recover under its insurance policy on demand.

8.2 You shall indemnify Direct Van Hire Ltd. for all liabilities, costs, expenses (including legal expenses), claims, actions, proceedings, damages, fines and penalties which Direct Van Hire Ltd. suffers or incurs if it is unable to recover such losses under its insurance or in general in accordance with these conditions as a result of any act or omission by You.

8.3 Where You have undertaken to self-insure the vehicle, then this cover must be for the full duration of the hire and fully comprehensive. You then agree to full y indemnify 'Direct Van Hire Ltd.' where there is any shortfall in the difference between 'Direct Van Hire Ltd.'s loss and You the Customer's Insurance payment or if the Insurance Company fails to pay out for any reason.

8.4 You agree that Direct Van Hire Ltd. may take payment against your credit/debit card at any time in order to recover such sums to which it may be entitled under clause 8 and Direct Van Hire Ltd. will reimburse to You any sums that You pay if Direct Van Hire Ltd. subsequently recovers such sums under a policy of insurance.

9. You have no powers to authorise repairs to the vehicle and no driver of the vehicle may not hold themselves out to be the servant or agent of 'Direct Van Hire Ltd.' for any purpose whatsoever.

10. 'You' are liable for:-

(a) Any road traffic offence which is committed during the period of hire (or notified to Direct Van Hire Ltd.). This shall be for both fines and penalty points awarded.

(b) Any parking fines incurred in respect of the Vehicle whether these have been imposed by a person, local authority or indeed as a result of unauthorized parking on private land.

(c) for any charges incurred in respect of hiring the Vehicle and incurred during such time as You are responsible for the Vehicle in relation but not limited to the London Congestion Charging Scheme which are advertised at tfl.gov.uk, Dart Charge, parking charges and/or fines, any other toll charges or other charges incurred during the time stated on the Vehicle Hire Agreement.

11. Cameras and Trackers are fitted for the use of Direct Van Hire Ltd. Any malfunction is not the responsibility of Direct Van Hire Ltd.

'You' agree to indemnify and keep indemnified Direct Van Hire Ltd. against all such costs, fines, penalties and liabilities that Direct Van Hire Ltd. may suffer or incur in relation to the Vehicle or its use during the period of hire (including but not limited to those listed at (a) to (c) above). Direct Van Hire Ltd. reserves the right to make an administration charge of £25 plus VAT at the then applicable rate for which You are liable in the event that it is notified of any of the events in (a) to (c) inclusive above. All invoices must be disputed within 10 days of the invoice date. No invoice can be disputed after this time. Direct Van Hire Ltd. reserve the right to charge interest on any outstanding invoice or account balance.

'You' further agree that your credit or debit card may be debited to cover all such costs, fines, penalties and liabilities, including any administrative charges levied against Direct Van Hire Ltd. in respect thereof.

12. 'You the Customer' agree:

(a) To inform 'Direct Van Hire Ltd.' immediately where any damage is sustained to the Vehicle or if the Vehicle develops any faults, then 'Direct Van Hire Ltd.' must be made aware and the opportunity to repair.

(i). For Short Term Hire Customers: Recovery for a breakdown is FREE OF CHARGE providing the breakdown is not the fault of the driver. If it is deemed to be driver error, breakdowns will be charged on a case to case rate, dependent on circumstances and location (see our rate card for more information).

(ii). For Long Term Lease Hire Customers: Recovery for a breakdown is FREE OF CHARGE within a 50-mile radius of our yard (NR16 1PH) providing the breakdown is not the fault of the driver. If the vehicle is outside the 50-mile radius and/or it is deemed to be driver error, breakdowns will be charged on a case-to-case rate, dependent on circumstances and location (see our rate card for more information).

(b) To secure the Vehicle if and when unattended and take all reasonable steps to avoid any potential losses.

(c) To carry out regular fluid, bulb and tyre pressure checks.

(d) To obtain images of vehicles & road conditions, names and addresses of third parties and witnesses, in the event of any damage or potential loss.

(e) To use all reasonable endeavours to safeguard 'Direct Van Hire Ltd.'s' interests in the event of any accident involving the Vehicle, including but not limited to by obtaining the relevant names and addresses of drivers and witnesses, securing the Vehicle, and where required, notifying the Police.

(f) Not to sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of the Vehicle or charge the benefit of this agreement or purport to do so.

(g) To take all necessary steps at your own expense to retain and recover possession and control of the Vehicle.

(h) Permit Direct Van Hire Ltd or its authorised representative at all reasonable times to enter upon the premises where the Vehicle is kept and inspect and test the condition of the Vehicle.

(i) To notify Direct Van Hire Ltd promptly if the Vehicle is not kept overnight at Your address specified in the Vehicle Hire Agreement.

(j) Smoking is prohibited in the vehicle, and You shall use all reasonable endeavours to prevent smoking in the Vehicle.

(k) That You are not entering into this contract on the basis of any warranty or representation by 'Direct Van Hire Ltd' and except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

(l) Not to carry out any repairs, alterations, modifications or additions to the Vehicle or allow or instruct any third party to do so.

(m) To ensure that any labelling of the Vehicle as the property of Direct Van Hire Ltd is not damaged, obscured or removed.

13. 'You' are liable to pay for any loss that 'Direct Van Hire Ltd.' may sustain as a result of the wilful action or neglect or otherwise of 'You' the Customer or any other losses that may arise for whatever reason during the hire period. 'You' further agree that Your credit or debit card may be debited to cover all such costs, fines, penalties and liabilities, including any administrative charges levied against Direct Van Hire Ltd. in respect thereof.

14. You shall be solely responsible for and hold Direct Van Hire Ltd. harmless and fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Direct Van Hire Ltd. as a result of your use of the Vehicle and or any accident involving the Vehicle (other than personal injury or death resulting from the negligence of Direct Van Hire Ltd.).

15. Save in respect of personal injury or death caused by its negligence, Direct Van Hire Ltd. shall not be liable for any indirect, special or consequential loss or damage or any pure economic loss (including but not limited to any loss of profits, turnover or damage to goodwill) whether direct or indirect resulting from this agreement or the use or hire of the Vehicle.

16. Direct Van Hire Ltd. may end this agreement immediately without any liability to You on giving you notice if 'You' are in breach of any provision of paragraphs 2,3,5,6,7, 8.3 or 12 or for any other material breach of this agreement. If 'Direct Van Hire Ltd.' terminates this Agreement in accordance with this Clause 15 then You will return the Vehicle to Direct Van Hire Ltd. immediately in accordance with Clause 7. If You fail to return the Vehicle, then 'Direct Van Hire Ltd.' shall have the right to repossess the Vehicle and 'You' authorise Direct Van Hire Ltd. to attend at the location at which the Vehicle is kept and retake possession of the Vehicle.

17. In the event that 'You' continue to operate the Vehicle or fail to return the Vehicle after 'Direct Van Hire Ltd.' has terminated the agreement under clause 15, 'You' acknowledge and agree that 'Direct Van Hire Ltd.' shall have the right to notify the Police that the Vehicle has been stolen.

18. You may not transfer any of your rights or obligations under this Agreement to any third party.

19. This Agreement together with any attached documents contains the entire agreement and understanding between the parties.

20. No alteration of the terms of hire or these Terms and Conditions shall be valid unless made in writing and signed by the duly authorised representatives of the Customer and 'Direct Van Hire Ltd.'.

21. No delay, act or omission by Direct Van Hire Ltd. in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy.

22. The unenforceability of any part of this Agreement will not affect the enforceability of any other part.

23. This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

24. This Agreement is governed by the laws of England and Wales and disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.

25. The Hirer acknowledges that the Financiers used by the Lessor to fund goods have certain rights under this Agreement, even though they are not signatories of the same. These rights include:

(a) The right to visit or enter the Hirer's place/s of business to ascertain the whereabouts of any Goods funded by them.

(b) The right to uplift the Goods if the Hirer is in payment arrears to the Lessor or if the Lessor is in any breach (or howsoever described) under any Agreement between the Lessor and the Financier.

(c) In the event that the Lessor enters administration, receivership or liquidation and has not paid the Financier for the Goods, the Financier has the absolute and immediate right to enter the Hirer's premises or those of the Hirer's customers to identify the whereabouts and uplift the Goods.

(d) Alternatively, the Financier may, at its complete discretion and without prejudice to their rights agree to enter into a direct relationship with the Hirer to continue leasing the Goods until the end of the Contract Period under this Agreement.

(e) Subject to the Financier's agreement, if the Lessor goes into administration, liquidation or receivership the Hirer shall be entitled to make Rental payments to the Financier directly so as to avoid termination of the Contract Period of that Agreement; such payments must be made without set off, deduction or counterclaim.

(f) It is a legal requirement for drivers to carry their vehicle registration documents when travelling abroad. Please ask Direct Van Hire Ltd. for the VE103 Vehicle on Hire Certificate.

26. Personal or Private customers must off hire or re-sign a hire contract after any successive periods of 89 days.

Finance House Step-in Clause

The Hirer acknowledges that the Finance Houses used by the Lessor to fund Goods have certain rights under this Agreement, even though are not signatories of the same. These rights include:

(a) The right to visit or enter the Hirer's place/s of business to ascertain the whereabouts of any Goods funded by them;

(b) The right to uplift the Goods if the Hirer is in payment arrears to the Lessor or if the Lessor is in any breach (or howsoever described) under any Agreement between the Lessor and the Finance House;

(c) In the event that the Lessor enters administration, receivership or liquidation and has not paid the Finance House for the Goods, the Finance House has the absolute and immediate right to enter the Hirer's premises or those of the Hirer's customers to identify the whereabouts and uplift the Goods;

(d) Alternatively, the Finance House may, at its complete discretion and without prejudice to their rights agree to enter into a direct relationship with the Hirer to continue leasing the Goods until the end of the Contract Period under this Agreement.

(e) Subject to the Finance House's agreement, if the Lessor goes into administration, liquidation or receivership the Hirer shall be entitled to make Rental payments to the Finance House directly so as to avoid termination of the Contract Period of that Agreement; such payments must be made without set off, deduction or counterclaim.

THE GENERAL DATA PROTECTION REGULATIONS 2016

For the purposes of the General Data Protection Regulations 2016, the Data Controller in relation to personal data you supply for the purposes of the insurance arranged by Direct Van Hire Ltd. is QBE Insurance (the 'Insurer'). Insurance Administration: Information you supply to Direct Van Hire Ltd. may be used for the purposes of insurance administration by the Insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may also be transferred to any country, including countries outside of the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the Insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossession).

Information may also be shared with other insurers either directly or via those acting for the Insurer (such as loss adjusters or investigators). In the case of personal data with limited exceptions, and on payment of appropriate fee, you have the right to access and if necessary, rectify the information held about you.

Credit Searches and Accounting: In assessing your application, the Insurer may search files made available to it by credit reference agencies who may keep a record of that search. The Insurer may also pass to credit reference agencies information it holds about you and your payment record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud. The Insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the Insurer, acceptance or rejection of your application to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application, you will signify your consent to such information being processed by the Insurer or its agents.

Fraud Prevention and Detection: In order to prevent and detect fraud the insurer may at any time: *Share information about you and other organisations and public bodies including the Police: *Check and/or file your details with fraud prevention agencies and databases and if you give us false or inaccurate information and the Insurer suspects fraud, the Insurer will record this, The Insurer and other organisations may also search these agencies and databases to: *help make decisions about the provision and administration of insurance, credit and related services; *Trace debtors or beneficiaries, recover the debt, prevent fraud and to manage your accounts or insurance policies. *Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity. *Undertake credit searches and additional fraud searches. The Insurer can supply on request further details of the databases the Insurer accesses or contributes to. Claims History: *The Insurer may search these databases when you apply for insurance, in the event of any incident or claim, or at any time of renewal to validate your claims history or that any other person or property likely to be involved in the policy or claim. You should show these notices to anyone insured to drive the vehicle covered under the policy.