

PNS Rentals Terms and Conditions

Parties

- (1) **PNS RENTALS** incorporated and registered in England and Wales with company number 10368217 whose registered office is at Concorde House, 18 Margaret Street, Brighton, England, BN2 1TS (the "Main Hirer"); and
- (2) **PNS Networks Limited** and (the "Sub-hirer").

Agreed terms

1. Interpretation

- The following definitions and rules of interpretation apply in this Agreement.
- 1.1 Definitions:
- "Day": A period of 24 consecutive hours ending at 12.00 midnights.
- "Main": The agreement attached at Contract": Schedule 1.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 Except, as provided expressly in this clause 1 of this Agreement, terms as defined in the Main Contract shall have the same meaning when used in this Agreement.
- 1.4 Except, as provided expressly in this clause 1 of this Agreement, terms as defined in the Main Contract shall have the same meaning when used in this Agreement.
- 1.5 For the purposes of this Agreement, and unless the context otherwise requires, references in the Main Contract to "this Agreement" shall be to the Main Contract as incorporated into this Agreement, with the alterations made for the purposes of this Agreement.
- 1.6 In this Agreement
- 1.6.1 Any reference to a "clause" or "Schedule" is, unless the context otherwise requires, a reference to a clause or Schedule in this Agreement, excluding a clause or schedule in the Main Contract; and
- 1.6.2 Any reference to a "Main Contract clause" or "Main Contract Schedule" is, unless the context otherwise requires, a reference to a clause or schedule in the Main Contract.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.9 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.11 Unless the context otherwise requires, reference to one gender shall include a reference to the other genders.
- 1.12 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.13 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.14 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision
- 1.15 A reference to **writing** or **written** includes fax and email.
- 1.16 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.17 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.18 Any words following the terms **including, include, in particular, for example** or any 4.1 similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Effective Date

- 2.1 Subject to clause 2.2 and clause 2.3 below, this Agreement shall have legal effect from the date on which it is signed on behalf of both parties ("Effective Date").
- 2.2 If the Main Contract has not been signed by the Effective Date, clause 3, clause 4, and clause 5 of this Agreement shall have legal effect only from the date on which Sub-hirer receives written notice from the Main Hirer that the Main Contract has become legally effective.
- 2.3 The Main Hirer shall promptly notify the Sub- hirer in writing as soon as the Main Contract becomes legally effective.

3. Back-to-back agreement

- 3.1 As soon as this clause becomes effective under clause 2 above, the Sub-hirer shall discharge in full all the duties imposed upon the Main Hirer in the Main Contract and the Sub-hirer shall have in full all the rights, privileges, options and protections that the Main Hirer has in the Main Contract except as further provided in this Agreement.

- 3.2 Except as further provided in this Agreement, the Main Contract shall be used to determine the respective rights and duties of the Main Hirer and the Sub-hirer under this Agreement except that:
- 3.2.1 wherever in the Main Contract there is a reference to the Main Hirer as Lessor or any other term referring to the Main Hirer as Lessor, for the purposes of this Agreement a reference to the Main Hirer or a term referring to the Main Hirer shall be substituted.
- 3.2.2 wherever in the Main Contract there is a reference to the Main Hirer or a term referring to the Main Hirer, for the purposes of this Agreement a reference to the Sub-hirer or a term referring to the Sub-hirer shall be substituted; and

4. Indemnity from Sub-hirer and disputes

- 4.1 The Sub-hirer shall indemnify the Main Hirer against all losses, claims, demands, costs and expenses incurred or suffered by the Main Hirer including all claims for liquidated damages by the Supplier against the Main Hirer as a result of entering into this Agreement and the Main Contract.
- 4.2 The Main Hirer shall give to the Sub-hirer notice in writing as soon as possible after it becomes aware of any dispute between the Main Hirer and the Customer arising out of the Main Contract.
- 4.3 The Sub-hirer shall pay in full for any litigation, arbitration, mediation, adjudication, expert determination or other dispute settlement procedure in which the Main Hirer might be involved as a result of entering into this Agreement and the Main Contract, provided that the Main Hirer gives to the Sub-hirer written notice as required by clause 4.2 above, whereupon the Sub-hirer shall be deemed to have sole authority to manage and settle such dispute.
- 4.4 The Sub-hirer shall:
- 4.4.1 Pay to the Main Hirer the amount of all costs and expenses (including legal, and out-of-pocket expenses) reasonably incurred by the Main Hirer in connection with the negotiation, preparation, execution and perfection of this Agreement and any other document referred to in it;
- 4.4.2 On demand, pay to the Main Hirer the amount of all costs and expenses (including legal and out-of-pocket expenses) incurred by the Main Hirer in connection with enforcing or preserving any rights under, or monitoring the provisions of this Agreement, and any other document referred to in it ; and
- 4.4.3 Indemnify the Main Hirer against any cost, loss or liability the Main Hirer incurs in relation to all stamp, documentary, registration and other similar duties and taxes payable in respect of this Agreement and any other document referred to in it.
- 4.5 The Sub-hirer shall pay the Main Hirer any amounts due to the Main Hirer within 30 days of date of invoice, unless otherwise stated in this Agreement. (See Clause 8 – Commencement and duration.)

5. Fees, charges and expenses

- 5.1 The Sub-hirer shall pay to the Main Hirer the amounts set out in Schedule 2 at the times specified in Schedule 2.
- 5.2 The Main Hirer may at any time and at its option, without notice to the Sub-hirer, set off any liability of the Sub-hirer to the Main Hirer (including any amounts due under clause 4 above) against any liability of the Main Hirer to the Sub-hirer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Main Hirer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Main Hirer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 5.3 Mechanic damage will be paid in full by the driver if it's caused by the driver. This will be investigated and diagnosed by our mechanical team with a report given to us.

6. Compliance with laws and policies

- 6.1 Each party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

7. Limitation of liability

- 7.1 Nothing in this Agreement shall limit or exclude the liability of either party for:
- 7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or Sub-hirers (as applicable);
- 7.1.2 fraud or fraudulent misrepresentation or wilful default; and

- 7.1.3 any matter for which it would be unlawful to exclude or restrict liability.
- 7.2 Subject to clause 7.1:
- 7.2.1 Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, for:
- 7.2.1.1 any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of anticipated savings, whether direct or indirect, and even if the party has been advised of the possibility of such losses or damages.
- 7.2.1.2 any loss that is an indirect consequence of any act or omission of the other party; or
- 7.2.1.3 any *ex gratia* payment or sum paid in settlement of a claim paid by one party without the prior written approval of the other;
- 7.2.2 the total liability of either party for damage to property caused by negligence in connection with this Agreement shall be limited to £5,000,000 for any one event or series of connected events; and
- 7.2.3 the total liability of either party to the other in respect of all other loss or damage arising under or in connection with this Agreement, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, shall in no circumstances exceed £5,000,000 for the entire term of this Agreement.
- 7.3 The Main Hirer shall not be responsible to the Sub-hirer for any failure to perform its obligations under this Agreement where there is a corresponding failure by the Supplier to perform its obligations under the Main Contract, provided that the Main Hirer takes all reasonable steps to pursue its rights under the Main Contract.
- 8. Commencement and duration**
- 8.1 This Agreement shall be effective from the Effective Date and shall continue in force until the parties have discharged all their obligations under it unless:
- 8.1.1 the Main Contract is terminated for any reason, in which case this Agreement shall terminate immediately and automatically, without further action being necessary by the parties, and subject to all the rights of the parties accrued up to the date of termination; or
- 8.1.2 this Agreement is terminated by one of the parties under clause 9.1.
- 8.1.3 If this agreement is terminated early by the wish of the other party, a payment of the remainder of the contract will have to be paid in **FULL**. E.g. The other party has 8 weeks left on the contract, 8 weeks will have to be paid in full at the agreed weekly rate. (See Schedule 2 – Payment section for agreed weekly rate).
- 8.1.4 If terminated, a daily rate will be applied and charged up until the date the vehicle is returned to PNS Rentals.
- 9. Termination**
- 9.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if:
- 9.1.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- 9.1.2 the other party commits a breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 9.1.3 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 9.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 9.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 9.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- 9.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 9.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver.
- 9.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party.
- 9.1.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days.
- 9.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.4 to clause 9.1.10 (inclusive);
- 9.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 9.2 The Main Hirer may terminate this Agreement immediately by notice in writing if the Sub-hirer is in breach of its compliance obligations under clause 6.
- 10. Further assurance**
- Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.
- 11. Counterparts**
- 11.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 12. Third party rights**
- No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 13. No partnership or agency**
- 13.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14. Conflict**
- 14.1 If there is any conflict between Schedule 1 and the other clauses and Schedules of this Agreement, the other clauses and schedules of this Agreement shall take precedence.
- 15. Governing law**
- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16. Jurisdiction**
- Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 2
Vehicle Information and Charges

CHARGES	
Insurance Excess	£1,800 payable at the time of a claim for damage or loss to the Vehicle occasioned during the Agreed Period of Hire
Refuelling Surcharge:	Refuel cost + 50p Per Litre at Local Station
Windscreen and Window Damage	£400 + VAT
Lost Key:	£350 + VAT
Cargo Ply Lining Damage	£400 + VAT
Upholstery Damage	£400 + VAT
Wrong Fuel Drainage Service	£350 + VAT
Vehicle Loss/Stolen Due to Negligence	Liable for the full cost of the Vehicle
Road Traffic Offences:	£25 + VAT
Valet:	£60 + VAT
Excess Mileage	(as per hire agreement)
Tyres: Minimum Thread 4mm	£200 + VAT per Tyre
Damage: Self repair (DO NOT REPAIR VAN WITHOUT PERMISSION)	£250 + VAT + Cost of repair

No Smoking or Vaping £25 fine

Indemnity Agreement

1. The Indemnifier agrees to pay PNS Rentals on demand all sum or sums of money due or payable to PNS Rentals for any or all losses, claims, expenses, damages, liabilities and costs incurred or to be incurred by hirer in consequence of PNS Rentals exercising its right and entitlement within 14 (fourteen) working days from the date of the written demand.
2. Any certificate or determination of PNS Rentals, supported by the relevant documents as to the amount payable by the Indemnifier under this undertaking shall, in the absence of manifest be binding and conclusive on the Indemnifier.

Payments

1. The Indemnifier agrees to allow PNS Rentals to demand any payments that are to be paid to the indemnifier by hirer to be paid directly to PNS Rentals on demand all sum or sums of money due or payable to PNS Rentals for any or all losses, claims, expenses, damages, liabilities and costs incurred or to be incurred by PNS Rentals in consequence of PNS Rentals exercising its right and entitlement within 14 (fourteen) working days from the date of written demand. It is understood that hirer, pay the indemnifier for work carried out and any payments that are in hirers, possession or due to be paid to the indemnifier will be paid to PNS Rentals and Specifically PNS Rentals, if the indemnifier does not pay PNS Rentals as requested.

Indemnifier specifically agrees to allow PNS RENTALS LIMITED, to use any money in hand or payments in lieu to clear any outstanding invoices owed PNS Rentals on demand.