

## Call-Off Schedule 22 (Lease Terms)

Call-Off Ref: K280021055

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# Call-Off Schedule 22 (Lease Terms)

## 1. Introduction

1.1 The Buyer has decided to lease Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated their requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Lease Terms), the Core Terms and each Equipment Order Form.

## 2. Definitions

2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Actual Delivery Date"</b>	the date on which a piece of Equipment is actually delivered to the Buyer;
<b>"Additional Charges"</b>	the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or an Equipment Order;
<b>"Agreement Mileage"</b>	the mileage so specified in the Equipment Order (or such other mileage as the Buyer and the Supplier agree from time to time);
<b>"Delivery Place"</b>	the place for delivery specified in the Equipment Order;
<b>"Due Delivery Date"</b>	the date specified as the due date for delivery of a piece of Equipment in the Equipment Order;
<b>"Equipment"</b>	those devices, machines, tools and/or vehicles set out in Framework Schedule 1 - Specification and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order;
<b>"Equipment Order"</b>	the agreement specifying the piece of Equipment or the pieces of Equipment that the Buyer will hire from the Supplier under the Call-Off Contract which will be in the form prescribed by the Buyer or in an equivalent form as agreed by the Parties from time to time;
<b>"Specific Maintenance"</b>	(a) normal routine maintenance in accordance with manufacturers' maintenance

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	<p>recommendations as amended from time to time;</p> <p>(b) repairs (including punctures) outside of normal routine maintenance but excluding costs occasioned by wilful damage, neglect, replacement of windscreens or other glass, accident damage or top ups of oil, water, antifreeze, brake and clutch fluids between routine maintenance visits; and</p> <p>(c) tyre, battery and exhaust replacements during the Lease Period, except where such replacement is occasioned by the lack of care or abuse of the piece of Equipment by the Buyer;</p>
<b>"Excess"</b>	has the same meaning given to it in Clause 9.8.1;
<b>"Excess Mileage Charge"</b>	a sum due to the Supplier when the actual mileage on a piece of Equipment, which is a vehicle, at the end of its Lease Period, is more than the Agreement Mileage;
<b>"Excess/under Mileage"</b>	the difference in mileage between the actual mileage on a piece of Equipment, which is a vehicle, at the expiry of the Lease Period, or on early termination of the lease and the Agreement Mileage;
<b>"Fair Wear and Tear"</b>	has same the meaning given to it the British Vehicles Rental and Leasing Association (BVRLA) Fair Wear and Tear Guide, the Buyer may request copies from the Supplier from time to time;
<b>"Lease Payments"</b>	the Rentals and Additional Charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract which price must not be greater than the prices provided for in the Framework Contract from time to time;
<b>"Lease Period"</b>	in relation to a piece of Equipment, the period commencing on the Actual Delivery Date for that piece of Equipment and ending on the Return Date for that piece of Equipment unless extended or terminated early in accordance with this Call-Off Contract;

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<b>"Lease Terms"</b>	the terms and conditions of supply and lease set out in this Call-Off Schedule 22;
<b>"Mileage Rebate"</b>	a sum due to the Buyer when the actual mileage on a piece of Equipment, which is a vehicle at the end of its Lease Period, is less than the Agreement Mileage;
<b>"Net Book Value"</b>	the value of a piece of Equipment from time to time being its purchase price (excluding any applicable Road Fund Licence) less an amount equal to the depreciation of the piece of Equipment, calculated on a straight-line basis, at the time a valuation is made;
<b>"Rental"</b>	the amount specified in the Equipment Order;
<b>"Return Date"</b>	the date so specified in the Equipment Order or as varied by the application of paragraph 6.4;
<b>"Settlement Sum"</b>	for any piece of Equipment, the aggregate of:  a) the Termination Sum; and  b) the Total Loss Value,  less  any monies actually received and retained by the Supplier as payment from the Buyer's insurers for the Total Loss;
<b>"Termination Sum"</b>	for any piece of Equipment, the aggregate of:  a) any Rentals due but unpaid up to the date of termination;  b) any other sum due or to become due to the Supplier hereunder by reason of any breach by the Buyer prior to the date of termination of any of its obligations under the Lease Terms;  c) any prorated Excess Mileage Charge or Mileage Rebate (which shall be a negative amount if there is a Mileage Rebate); and  d) the termination rental charges calculated in accordance with the Call-Off Contract or, if lower, 50% of the Rentals that would have been

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payable under the Lease Terms but for the termination;

**"Total Loss"** any event which, in the opinion of the insurers of the piece of Equipment, renders the piece of Equipment incapable of economic repair if it is lost, stolen or destroyed; and

**"Total Loss Value"** the published trade "clean" market value for the month in which the Supplier is notified of the Total Loss.

### 3. Exclusion of certain Core Terms

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Lease Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 8.7 does not apply to the Call-Off Contract;

3.1.4 Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;

3.1.5 Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and

3.1.6 Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11.

### 4 Equipment Orders

4.1 Each Equipment Order is subject to and incorporates the Lease Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.

4.2 The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

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4.3 The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within forty-eight (48) hours of receipt of the Equipment Order and the confirmation will confirm the order details including:

4.4.1 a description of the piece of Equipment ordered;

4.4.2 details of any optional extras ordered and any conversion work to be carried out;

4.4.3 the anticipated delivery details; and

4.4.4 the name and address of the Supplier.

4.4 For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

## **5 Sale and Leaseback**

5.1 The Supplier may agree to provide a sale and lease back service in accordance with the Specification when requested by the Buyer.

## **6 Hiring Equipment**

### **Lease**

6.1 In consideration of the payment of the Lease Payments, the Supplier will hire the Equipment to the Buyer in a timely manner and in accordance the Call-Off Contract and the requirements notified to the Supplier in the Equipment Order.

6.2 The Supplier must advise the Buyer on the selection and specification of the Equipment and, where applicable, any conversion work to be carried out in respect of them so as to ensure that the Equipment will be of sufficient quality and suitable for the requirements of the Buyer.

6.3 Before the Due Delivery Date of any piece of Equipment the Buyer can amend or cancel and remove that piece of Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:

6.3.1 for standard specification pieces of Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled Equipment Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer. Where the Equipment is a vehicle, cancellation terms for converted

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vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract;

6.3.2 in all other circumstances the Supplier will take all reasonable steps to allocate the piece of Equipment to an alternative buyer. If the Supplier is unable to re-allocate the piece of Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and

6.3.3 where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.

6.4 If the Buyer wants to keep any piece of Equipment after the expiry of the current Lease Period then the Buyer must give written notice to the Supplier 1 Month prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse). The Rentals payable in relation to any extensions of a Lease Period are (unless otherwise agreed between the Parties) calculated:

6.4.1 where the extension is for twenty-eight (28) days or less, proportionately based on the original Rental for the piece of Equipment and the Parties shall agree (such agreement not to be unreasonably withheld or delayed) the revised Agreement Mileage for that vehicle as soon as reasonably practicable; or

6.4.2 where the extension is for more than twenty-eight (28) days, using the same method that was used to calculate the original Rentals.

## **Delivery and Installation**

6.5 The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within five (5) Working Days of receipt of the Equipment Order.

6.6 The Supplier will deliver the Equipment to the Delivery Place or as otherwise reasonably directed by the Buyer.

6.7 The Supplier will deliver the Equipment to the Buyer in a roadworthy, good working and clean condition on the Due Delivery Date.

6.8 If the Equipment is a vehicle, on delivery, the mileage of each piece of Equipment must not exceed one hundred (100) miles unless, due to the

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nature of the piece of Equipment, it is impractical to do so in which event the Supplier must minimise the delivery mileage and the Supplier must ensure that any delivery mileage is deducted for the purposes of calculating any Excess/under Mileage. On delivery, each piece of Equipment must contain not less than a quarter a tank of fuel.

- 6.9 The Supplier can only deliver Equipment before the Due Delivery Date if the Buyer agrees to early delivery before the Supplier attempts delivery.
- 6.10 Any defects to a piece of Equipment notified to the Supplier by the Buyer must be rectified within fourteen (14) days at no cost to the Buyer.
- 6.11 A piece of Equipment is only delivered once a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the piece of Equipment) to confirm delivery of the Equipment but that signature is not evidence that the Equipment complies with the requirements of the Equipment Order.
- 6.12 If, for any reason, the Buyer is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must arrange for the safe storage of the Equipment until actual delivery.
- 6.13 The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject a piece of Equipment which is not in the condition requested and/or in respect of which the delivery note does not include the required information.
- 6.14 If the Supplier does not deliver a piece of Equipment by the agreed time or specified date then the Buyer can withhold payment of the Lease Payments for that piece of Equipment until the time when the Supplier actually delivers it.
- 6.15 If the Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the piece of Equipment is actually delivered. If the Supplier cannot supply an alternative piece of Equipment by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a piece of Equipment of the same specification or one with equivalent specification.
- 6.16 To facilitate delivery and, if applicable, installation, the Buyer must provide all requisite materials, facilities, access and suitable working

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conditions to enable delivery and, if applicable, installation to be carried out safely and efficiently.

### **7 Title, Possession And Risk**

- 7.1 The Equipment is the property of the Supplier at all time and the Buyer will not have any right, title or interest in or to the Equipment apart from the right to possess and use the Equipment in accordance with the Call-Off Contract.
- 7.2 The Buyer accepts a piece of Equipment by signing a delivery form and the Lease Period for that piece of Equipment starts unless the Buyer notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order by telephone and confirmed in writing, email or facsimile within seventy-two (72) hours of delivery.
- 7.3 Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree a course of action to take.
- 7.4 Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative piece of Equipment available for use by the Buyer until the time that the Supplier actually delivers an acceptable piece of Equipment to the Buyer. If non-acceptance is due to the default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that piece of Equipment but must pay reasonable cancellation charges to the Supplier.
- 7.5 From the time of acceptance of a piece of Equipment, the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:
  - 7.5.1 caused by the negligence of the Supplier, its subcontractors or its agents; or
  - 7.5.2 while the Supplier has possession of the Equipment, including for any maintenance.
- 7.6 The Supplier must give the Buyer quiet possession of the Equipment and the Supplier warrants that the Buyer can peaceably hold the Equipment throughout the Lease Period free of any interference from the Supplier or any person acting through the Supplier.

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## **8 Supplier's Obligations**

### **Maintenance**

- 8.1 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the Equipment.
- 8.2 Where the Buyer selects the maintenance option in the Equipment Order, the Supplier is responsible for the costs of:
  - 8.2.1 normal routine maintenance in accordance with manufacturers' maintenance recommendations as amended from time to time; and
  - 8.2.2 any Specific Maintenance, provided that the costs have been duly authorised by the Supplier and a service outlet approved by the Supplier carries out the maintenance.
- 8.3 If the Supplier replaces any tyre, battery or exhaust during Specific Maintenance, the replacement tyre, battery or exhaust must be new and of the same or equivalent specification.
- 8.4 If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred, unless the Buyer agrees to pay the additional costs as part of their payment profile, consolidated billing arrangements or as otherwise agreed with the Buyer.

### **Indemnity**

- 8.5 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due a Default or due to the negligence of the Supplier, its servants or agents.

### **Equipment Collection**

- 8.6 At the Supplier's cost, the Supplier must collect the Equipment from the agreed collection point at the expiry or termination of the Lease Period within five (5) Working Days after the expiry or termination of the Lease Period.
- 8.7 The Supplier must agree a note of the condition and mileage of the Equipment with the authorised representative of the Buyer at the time of collection and state the condition and mileage on an inspection form.

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- 8.8 If Supplier does not collect the Equipment at the agreed time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the Equipment as agreed.

### **Relief Equipment**

- 8.9 If, whilst in the United Kingdom, a piece of Equipment becomes not fit for any of the purposes for which Equipment of its type is commonly used and the Equipment Order states that the Buyer requires relief Equipment, the Supplier must make relief Equipment available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-eight (28) days for any one event.
- 8.10 The Supplier must provide relief Equipment that is, where reasonably possible, a comparable model to the piece of Equipment which has become unfit for purpose.
- 8.11 The Buyer must return the relief Equipment as directed by the Supplier within two (2) Working Days of being informed that the original Equipment is fit for all of the purposes for which Equipment of its type is commonly used.
- 8.12 The Buyer must use and insure the relief Equipment on the terms specified within this Call-Off Contract. Relief Equipment mileage will not be added on to the Agreement Mileage.
- 8.13 Where a piece of Equipment is withdrawn from service under paragraph 8.9 above, if the Supplier does not provide relief Equipment to the Buyer within five (5) Working Days of withdrawal, the Rentals in respect of that piece of Equipment are suspended and do not resume until relief Equipment has been provided or the Equipment has been returned to the Buyer. The suspension of Rentals is calculated on a daily basis.

### **Excess / under Mileage**

- 8.14 At expiry of the Lease Period or if the lease of any Equipment is terminated early, where the Equipment is a vehicle, the Supplier must examine the odometer of the vehicle, and in the event of a replacement odometer being fitted, the reading from any previously replaced odometer(s). The Supplier must subtract any delivery mileage from the odometer reading for the purpose of calculating Excess/under Mileage.
- 8.15 Where the Buyer requires mileage pooling, the Supplier must at the end of the agreed mileage pooling period, calculate the Excess/under Mileage in accordance with each Equipment Order. All Excess/under Mileage for the period will be combined in order to determine whether the Buyer must pay an Excess Mileage Charge to the Supplier or whether the Supplier must give the Buyer a Mileage Rebate. Where there is a balance due from or to the Buyer, the Supplier must issue a

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consolidated invoice or payment in full settlement, as appropriate, within twenty-one (21) days.

8.16 Where mileage pooling is not required by the Buyer the Supplier shall calculate the Excess/under Mileage in accordance with its Call-Off Contract, to determine whether the Buyer must pay an Excess Mileage Charge to the Supplier or whether the Supplier must give the Buyer a Mileage Rebate. Where there is a balance due from or to the Buyer, the Supplier must issue a consolidated invoice or payment in full settlement, as appropriate, within twenty-one (21) days.

8.17 If the lease is terminated early, the relevant proportion of the Lease Period for calculating Excess/under Mileage is the product of dividing the Agreement Mileage by the number of Months on the scheduled Lease Period and multiplying by the number of Months actually leased (to the nearest full Month). The Supplier must issue an invoice within twenty-one (21) days of the Return Date.

## **9 Buyer's Obligations**

### **Modifications**

9.1 The Buyer must not alter, tamper with or modify any Equipment without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

### **Limits of Use**

9.2 While a piece of Equipment is in its control, the Buyer must:

9.2.1 keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;

9.2.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

9.2.3 not overload the Equipment or use it for sub-hire or reward activities, any use for which it was not intended or any form of sporting competition;

9.2.4 make sure that only persons qualified to do so operate the Equipment and that each operator holds any necessary permits, including a valid operator's licence or a valid driving licence where appropriate; and

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9.2.5 not use the Equipment for any unlawful purpose.

9.3 The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an authorised user in the employment of the Buyer.

9.4 The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with the Supplier's interest in the Equipment.

### Total Loss

9.5 If any piece of Equipment is involved in an accident which is not a Total Loss the Buyer must have repairs carried out promptly at the Buyer's own expense by either a retailer holding the franchise for the Equipment or an accredited insurance repair specialist approved by the Supplier. The Buyer is responsible for ensuring that those repairs are properly carried out.

9.6 Where a piece of Equipment is declared a Total Loss, the Buyer must notify the Supplier immediately and will continue to be liable for the Rentals for the Equipment until the Supplier receives the Settlement Sum in full. When they receive the Settlement Sum, the Supplier must reimburse the Buyer all of the Rentals paid by the Buyer between the Total Loss notification date and the date of receipt of the Settlement Sum.

9.7 Following notification of a Total Loss, the Buyer must pay as soon as reasonably practicable to the Supplier the Settlement Sum in respect of that Equipment on the date specified in the advice of the same sent to the Buyer.

### Insurance

9.8 The Buyer must (unless self-insuring):

9.8.1 insure the Equipment from the Actual Delivery Date and keep the Equipment insured during the Lease Period and until the agreed date of collection by the Supplier, or its nominated agent to the full replacement value of the Equipment under a fully comprehensive policy of insurance in the name of the Buyer bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy referred to above may be subject to such uninsured amount ("**Excess**") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses with the Excess;

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- 9.8.2 punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of the insurance and evidence that all premiums have been duly paid. If the Buyer does not pay any premium the Supplier can do so and the Buyer must reimburse the Supplier;
- 9.8.3 apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Equipment; and
- 9.8.4 on termination of the lease of a piece of Equipment for Total Loss, pay the Termination Sum together with all other sums due on termination. If the Buyer pays the Supplier all amounts due on termination for Total Loss the Supplier must pay to the Buyer a refund of Rentals of an amount equal to any insurance proceeds the Supplier receives.

### **Maintenance**

- 9.9 The Buyer must ensure that at all times the Equipment is maintained and operated in accordance with the manufacturer's recommendations and warranty stipulations and that the Equipment is kept clean and in a good state of repair.

### **Fines and Penalties**

- 9.10 The Buyer is liable for all fines, fees or penalties incurred by any operator of a piece of Equipment provided under the Call-Off Contract. The Supplier must in all cases send to the Buyer any notice or other communication the Supplier receives in respect of fines, fees or penalties.

### **Taking Overseas**

- 9.11 The Buyer must not take or allow any Equipment to be taken out of the United Kingdom without the previous written consent of the Supplier, (and provision of document VE103 by Supplier to the Buyer) which cannot be unreasonably withheld or delayed.
- 9.12 If the Supplier grants consent the Buyer must pay a repatriation insurance premium to an association approved by the Supplier to make sure that the Equipment can, if necessary, be returned to the United Kingdom without cost to the Supplier.
- 9.13 The Buyer must make sure that any Equipment is not taken outside of the United Kingdom for a period of more than twenty eight (28) days

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without the previous written consent of the Supplier which cannot be unreasonably withheld or delayed.

### **Actions upon Termination of Lease or Expiry of Lease Period**

9.14 On expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment the Buyer must:

9.14.1 make the Equipment available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Equipment which the Supplier shall do promptly;

9.14.2 complete an inspection form with the Supplier on the Return Date and ensure that the Equipment is returned and that the Equipment is in a condition consistent with its age and mileage making due allowance for Fair Wear and Tear;

9.14.3 remove all personal effects and any other items belonging to the Buyer, including any and all data and links to connected devices belonging to the Buyer;

9.14.4 if the Supplier notifies the Buyer that the Equipment is not in the condition required under paragraph 9.14.2, pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the Equipment, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final;

9.14.5 in the event of a dispute the Equipment or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with Clause 9.14.4 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute;

9.14.6 in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

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### **10 Termination Of A Lease**

10.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of any piece of Equipment with immediate effect by giving written notice to the Buyer if:

10.1.1 the Buyer fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than 40 Working Days after being notified in writing to make such payment;

10.1.2 there is a material default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so; or

10.1.3 there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

10.2 The hire of a piece of Equipment terminates automatically if a Total Loss occurs in relation to the Equipment.

10.3 At any time, the Buyer can terminate the hire of any piece of Equipment by giving 10 days' written notice to the Supplier.

### **11 Consequences Of Expiry Or Termination**

#### **Payment for Early Termination**

11.1 In any rolling 12 month period, the Buyer can terminate the hire of up to 10% of the cumulative number of pieces of Equipment using the payment terms in paragraph 11.2. Termination of Equipment above this 10% cap will revert to the calculation as detailed in paragraph 11.3

11.2 Where paragraph 11.1 applies and the Equipment is a passenger motor vehicle or a light commercial vehicle up to 3.5 tonnes that has not been subject to conversion, the standard early termination charges apply and the Supplier must invoice the Buyer as appropriate within twenty one (21) days following the termination.

The following table indicates the number of Month's rental that the Supplier can invoice to the Buyer as a result of the lease of a piece of Equipment being

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terminated early based on the length of the Equipment lease and at which point during the Lease Period the lease of the Equipment is early terminated.

YEAR OF TERMINATION	SCHEDULED LEASE PERIOD			
	2 YEARS	3 YEARS	4 YEARS	5 YEARS
YEAR 1	2 months	5 months	6 months	7 months
YEAR 2	1 month	3 months	4 months	5 months
YEAR 3		1 month	2 months	3 months
YEAR 4			1 month	2 months
YEAR 5				1 month

11.3 Where paragraph 11.1 applies and the Equipment is a converted vehicle or a commercial vehicle over 3.5 tonnes, the early termination charges will be calculated in accordance with this paragraph 11.3. The Supplier must, if the balance is positive, invoice or, if the balance is negative, credit the Buyer within twenty-one (21) days the balance of:

11.3.1 the vehicle's Net Book Value; less

11.3.2 any advance Rentals paid by the Buyer; less

11.3.3 the sales proceeds of the Equipment or, if the Supplier does not sell the Equipment, the "clean" value of that piece of Equipment as calculated in accordance with the Call-Off Contract as at the date of termination.

11.4 Where paragraph 11.1 applies or where the lease of a piece of Equipment is terminated for any other reason (including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within thirty (30) days of the termination pay the Supplier the Termination Sum by way of agreed liquidated damages.

11.5 The Supplier agrees that any payments made pursuant to paragraphs 11.2, 11.3 or 11.4 above is the Suppliers sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in those paragraphs.

11.6 Where the Buyer terminates the Call-Off Contract under Clause 10 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take

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reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.