

Terms & Conditions 1 of 3



WE GO THE EXTRA MILE...

Licensed Carriage Hire

390 Centennial Park
Centennial Avenue
Elstree
Herts WD6 3TJ

T: 0345 890 1000

F: 0345 890 3000

E: info@lchltd.com

www.lchltd.com

- (a) "LCH" means Licensed Carriage Hire which are the trading names of Licensed Carriage Hire Limited
- (b) "The Customer" means the person, firm or organisation by or on behalf of whom vehicles are rented under these terms and conditions of trading
- (c) "Vehicle" means any vehicle or vehicles which are or may be from time to time rented from LCH by the Customer
- (d) "Working Hours" means the standard working hours as specified by LCH from time to time and which are available upon request.
- (e) "Working Day" means a normal LCH Working day as specified by LCH from time to time and details of which are available upon request. It is the responsibility of the Customer's servant or agent when renting a vehicle from LCH to specify that the rental is for business use, which shall then be clearly recorded on the rental agreement. Upon the Customer's servant or agent taking possession of the Vehicle they and the Customer are deemed to have accepted the type of use stipulated in the agreement. Where the Customer's servant or agent stipulates that the rental is on Customer's business, the provisions stated in Clause 3 below shall apply regardless of any dispute as to whether such a rental was in relation to the Customer's business or authorised by them.

1. Invoices are sent directly from LCH accounts office in Elstree, Hertfordshire. Payment is due 30 days following the date of invoice. Interest will be charged on a daily basis on accounts not settled by the due date at a rate of 5% above HSBC Bank plc base rate for the time being in force. Charges on all rentals are made subject to audit corrections at final invoice stage.

Invoice queries should be raised within 14 days from the date of the invoice. Failure to raise a query within this timescale will result in acceptance of all invoice charges by the customer.

2. The Customer must specify which LCH Vehicle is to be reserved. LCH undertakes to charge only for the vehicle reserved provided that six Working Hours notice is given. In the event of shorter notice being given LCH reserves the right to charge for the actual vehicle supplied. In these instances the Customer will be informed prior to the rental commencing. All reservations are subject to availability.

3. (a) The Customer has to arrange their own insurance on the Vehicle, the cover must be comprehensive. Any excess on the policy is the responsibility of the Customer. The Customer is responsible for ensuring the Vehicle is properly insured from the time of delivery until 12.00 working hours on the first working day following termination of the rental and indemnifies LCH against any loss incurred or damage to the Vehicle in the event that such cover fails to be effective. If the Customer becomes aware of any changes in their insurance cover during the period of rental LCH (390 Centennial Park, Centennial Avenue, Elstree, Herts WD6 3TJ) must be notified immediately in writing.

In the event of accident/loss or damage to the Vehicle LCH will undertake repairs or select a repairer if applicable and will invoice the Customer for such repairs and any associated costs. Such Invoice will be subject to payment on demand. LCH may at its discretion accept payment direct from the Customer's own insurers. This will in no way diminish the Customer's obligation to pay any invoice issued for repair work. LCH reserves the right to inspect the Customer's driving licence or that of his servant or agent and the Customer undertakes to ensure that any driver using the Vehicle holds a full (not provisional) current, valid licence. LCH will accept no responsibility for loss and/or damage caused whilst the Vehicle is rented to an uninsured Customer and the Customer indemnifies LCH for any loss, damage or liability incurred as a result of such lack of insurance.

(b) The Customer will use its best endeavours to supply full details on demand of any Third Party or Third Party Vehicle involved in any accident with the Vehicle.

4. Reasonable Care

The Customer acknowledges that notwithstanding the provisions of (3a) and (3b) above it has a duty to ensure that all reasonable care is taken of the Vehicle against damage or loss throughout the rental period. This includes but is not restricted to responsibility for any loss or damage to the Vehicle or its accessories as a result of theft occurring when the Customer or its servant or agent has left the keys in or with the Vehicle and the Customer hereby indemnifies LCH against such loss or damage.

5. Loss of Use

Loss of use will be charged where as a result of damage being sustained to the Vehicle if it is required to be taken out of LCH's operative fleet and repaired at an approved body shop. The charge will apply for each day that the Vehicle is unavailable for rent and where a total loss the period will be limited to 14 days. Where loss of use can be recovered from a negligent third party the Customer will not be charged provided that full details of the accident are supplied to LCH together with the name and address of the negligent third party involved. If, for whatever reason LCH is unable to recover the loss from the third party the charge will apply to the Customer. Loss of use is treated as compensation and will not be subject to VAT. The daily charge will be no more than the prevailing daily rate at the commencement of the hire.

6. Abortive Deliveries

If upon delivery the Vehicle is no longer required then the Customer will be charged with the then current abortive delivery charge.

7. Delivery and Collection Charges

These charges are set out in the Schedule of Charges.

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8. Collections

(a) Unless a time and date of collection is agreed at the time of reservation the Customer must notify LCH when and where the Vehicle will be available for collection.

(b) Having agreed a specific address and time for collection when the rental period has terminated then if the Vehicle is not available a charge will be made to the Customer to compensate LCH for the abortive collection and loss of use of the Vehicle.

9. Late Returns

Vehicles are rented at a daily rate according to the agreed charge, one day being defined as any period of 24 hours from the time of commencement of the rental agreement (a 'Rental Day'). A grace period of 59 minutes is allowed for after the end of the Rental Day. After this a days charge will be made for each Rental Day or part thereof for which the Vehicle is retained beyond the original return date.

10. Extension of the Rental Period

(a) In the event that the Customer requires the Vehicle for longer than the agreed rental period the Customer must notify LCH at least 2 hours prior to the termination of the agreed rental period. In the event that the Customer fails to notify LCH of such requirement their authority to retain the Vehicle may, at LCH's discretion terminate and, in that event, the Customer will become liable for any loss or damage incurred by LCH as a result. LCH reserves the right, in the event of such failure of notification, to use such means as it may choose to recover the Vehicle.

(b) If the rental is extended beyond 28 days the Customer must notify LCH of the mileage of the Vehicle. LCH reserves the right to substitute a replacement.

(c) In the event that the Vehicle reaches the mileage at which a routine service is due the Customer undertakes to notify LCH and make the Vehicle available to LCH for such servicing to be carried out or for the Vehicle to be replaced at LCH's discretion.

11. Condition of the Vehicle

LCH requires the Vehicle to be returned in the same condition as when rented to the Customer. If special cleaning is required for whatever reason LCH will make a separate charge to cover the cost of any cleaning and/or repair work required.

12. Mileage

(a) The Customer acknowledges that the relevant mileage is the mileage recorded from the time the Vehicle leaves LCH until its return to LCH.

(b) If the vehicle is rented by the Customer for any period it is LCH's policy to allow unlimited mileage within the agreed rental charge.

13. Fuel

The Vehicle is supplied with a full tank of fuel. If the Vehicle is delivered to the Customer, the Customer is liable for the cost of the fuel from the time it leaves LCH until such time as it is returned to LCH. The Vehicle will be refuelled upon return to LCH and the Customer accepts responsibility for the cost of such refuelling at the prevailing LCH rate per litre.

14. Parking Charges Tolls and Fines

(a) The Customer is liable for all tolls incurred during the Rental Period, and for all penalties for offences committed under traffic regulations including but not restricted to, parking tickets, clamping fines, compound charges bus lane fines and speeding fines incurred in respect of offences committed during the Rental Period.

(b) If LCH is asked to provide Customer details to the relevant issuing authority (the "Authority") relating to such offences or if penalties remain unpaid by the Customer and are sent to LCH for payment by the Authority a charge shall be made to the Customer to cover LCH's administration costs. This shall be in addition to the amount of the penalty which shall also be payable by the Customer.

(c) At the termination of the rental it is the Customer's responsibility to ensure that the Vehicle is parked in a suitable place to allow collection at any time up to a period of 12 Working Hours from termination without the imposition of any parking or clamping fines or towing or compound charges. If this provision is not complied with then the Customer shall be responsible for such penalties. If LCH is asked to provide Customer details to the Authority relating to such offences or if such fines remain unpaid they shall be charged to the Customer, together with an administration charge. This shall be in addition to the amount of the penalty which shall also be payable by the Customer.

(d) For the avoidance of doubt the Customer will be liable for the administration charges detailed in the Other Charges table regardless of whether or not the Customer is actually fined for the offence.

(e) The Customer is responsible for the payment of any Civil Penalty and restoration charges and loss of income whilst the Company cannot rent out the Vehicle if the Vehicle is seized by Customs and Excise or the Immigration Authorities.

15. Key Charge

Where keys are lost whilst the Vehicle is on rent, a charge will be made when a replacement set are supplied.

16. Additional Charges

The Customer acknowledges that the rental charges agreed relate to the service specified. LCH reserves the right to charge for any service required in addition to that agreed.

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17. Change of Rates

(a) The Customer acknowledges that in agreeing the scale of charges to be used for vehicle rental services LCH has relied upon information supplied by the Customer from time to time. In the event that the actual rental profile or volume varies significantly from that indicated LCH reserves the right to amend the scale of charges to reflect such variations

(b) The Customer acknowledges that in agreeing the scale of charges used for vehicle rental services LCH has relied upon information available at that time in establishing vehicle costs specifically in relation to government taxes and levies. In the event that these government taxes and levies vary after the scale of charges has been agreed LCH reserves the right to immediately amend the scale of charges to reflect such variation in respect of future rentals.

(c) If no specific scale of charges has been agreed with the Customer standard tariffs shall apply and these are subject to change without notice. LCH will however endeavour to notify such changes prior to such change taking effect.

18. Breakdown

The Company undertakes to provide a Vehicle to the Customer which is in good working order and which functions satisfactorily throughout the rental period. If the Vehicle breaks down during the rental period (but only for reasons attributable to the Company's negligence or willful default), the Company undertakes to place the Customer in the position which he would have been in had the breach not taken place. Therefore the Company will, where the Vehicle breaks down in mainland UK, arrange, as soon as reasonably practicable after being informed of the breakdown, (a) recovery and repair of the rented Vehicle so that it is rendered functional, to a satisfactory extent, for the remainder of the rental period and/or, (b) where the rented Vehicle cannot be so repaired, provision of a replacement vehicle, of an equivalent standard and size to the rented Vehicle, to the Customer for the remainder of the rental period. Provision of this service in circumstances other than those shown above shall be at the discretion of the Company.

Where the Vehicle develops a fault during the rental period owing to any reason whatsoever, the Customer undertakes to inform the Company immediately, and not to use the Vehicle while it is in an un-roadworthy condition.

19. Use Outside UK

LCH reserves the right to refuse permission for the Vehicle to be used outside mainland United Kingdom.

20. Customers own Property

The Customer acknowledges that property placed within the Vehicle is at their own risk and that LCH has no responsibility for such property.

21. Organisational Details

To obtain credit facilities from LCH, Limited Companies, PLC'S and registered charities must produce headed stationary with registered number, registered office address and ultimate parent where applicable. Partnerships must provide names and home addresses of partners. Sole traders must provide the home address of the owner. Government and Local Authorities must provide official letterhead. LCH reserves the right to request additional information it may require prior to opening and during the operation of an account

22. Taxes

Government taxes and other levies will be charged as required by current legalisation.

23. Sub Contractors

LCH reserves the right to delegate its obligations hereunder to any sub-contractor of its choosing. In the event of such delegation LCH will ensure that these terms and conditions will apply.

24. Termination

LCH reserves the right to terminate any rental entered into by the Customer under these Terms and Conditions in the event of any breach by the Customer of these Terms and Conditions.

25. Other Agreements

These terms and conditions are to be read in conjunction with, and the Customer agrees to comply with, the terms and conditions of any other relevant agreements between LCH and the Customer which may be from time to time taken out.

26. Variations

Any Variations from these terms and conditions are only binding upon LCH if agreed in writing.

Schedule of Charges

Abortive Delivery and Collection £50.00 + Vat

For Home Delivery and Collection
Inclusive within the agreed rental charge

For Business Delivery and Collection
Inclusive within the agreed rental charge

Fuel

Charged at the prevailing pump price
plus a £10.00 admin fee

Lost Key to be charged at MRRP

Valet £75.00 + Vat

Administration fee for Fines £25.00 + Vat

The Smoke-free (Exemptions and Vehicles) Regulations 2007 came into force on 1 July 2007.

All vehicles covered by the ban should display no-smoking signs (the no-smoking symbol at least 70mm in diameter) in each compartment of the vehicle in which people can sit (penalty for non-compliance is a fixed penalty notice of £200 or a maximum fine of £1,000 if convicted by a court).