

*This HirePlus Agreement is made between PACCAR Financial PLC and the Hirer named below for the hire of the Vehicle(s) specified below and on the terms and conditions set out below and following:*

Customer Number \_\_\_\_\_

Agreement Number \_\_\_\_\_

**Hirer**

Name and Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Postcode \_\_\_\_\_

Company Registration No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

**Vehicle Insurance Details**

Name of Insurers \_\_\_\_\_

Policy No. \_\_\_\_\_

Expiry Date \_\_\_\_\_

Telephone No. \_\_\_\_\_

	<b>Important – Use of Your Information</b>
<p>You have a right to know how we will use your personal information. It is important that you should read Clause 10 in the Terms and Conditions on Page 4 before you sign. By confirming your agreement to proceed you are accepting that we and the Credit Reference and Fraud Prevention agencies may use your information as described.</p>	

**The Supplier**

Name and Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Postcode \_\_\_\_\_

**Period of Hire and Maintenance Inclusive Rentals** (see clause 9 of terms and conditions)

The Period of Hire from the date of this Agreement is \_\_\_\_\_ months. A first Rental of £ \_\_\_\_\_ (plus VAT)\* plus an Administration Fee of £ \_\_\_\_\_ (plus VAT)\* is payable on the date of this Agreement followed by the Rentals scheduled in the table below:

	No. of consecutive Rentals	Rental Frequency	Amount of each Rental (Plus VAT)*	Commencing on
		Monthly	£ _____	
Followed by			£ _____	
Followed by			£ _____	
Followed by			£ _____	
Followed by			£ _____	

Excess distance charge of £ \_\_\_\_\_ (plus VAT)\* is payable in respect of each km travelled by each Vehicle in excess of \_\_\_\_\_ kms per annum. In the case of a Used Vehicle, the excess charge will apply to each km travelled by each vehicle in excess of a total distance of \_\_\_\_\_ kms.

\*Value Added Tax is payable on all sums as they fall due at the rate in force at that time. Variation in Rentals - see clause 2 and 9 overleaf

**Signature for Hirer**

You, the Hirer, apply to us, PACCAR Financial PLC, to take the Vehicle(s) and any Ancillary Equipment set out in the Vehicle Details Schedule on hire under terms set out above and overleaf. You confirm that you are an authorised signatory, that you have read this document fully, including all the terms and conditions and that all details were completed prior to signature.

**Declaration for exemption relating to businesses (Sections 16b, 189(1) and (2) Consumer Credit Act 1974)**

I am/We are\* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us\* or intended to be carried on by me/us.\*

I/we\* understand that I/we\* will not have the benefit of the protection and remedies that would be available to me/us\* under the CCA 1974 if this agreement were a regulated agreement under the Act.

I/we\* understand that this declaration does not affect the powers of the court to make an order under section 140B of the CCA Act 1974 in relation to a credit agreement where it determines that the relationship between the creditor and the debtor is unfair to the debtor.

I am/We are\* aware that, if I am/we are\* in any doubt as to the consequences of the agreement not being regulated by the CCA 1974 I/we\* should seek independent legal advice. \* Delete as appropriate

**Signed for and on behalf of the Hirer:**

Name of signatory:   
 (please print)

Title of signatory:   
 (please print)

**Witnessed By**

Name \_\_\_\_\_

Address \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Signature for PACCAR Financial PLC**  
 VAT Reg. No. 771 4510 40

\_\_\_\_\_  
**Signed:**

\_\_\_\_\_  
**Date of this Agreement:**

## Terms and Conditions – HirePlus (PFPLC) Agreement (Page 1)

### 1. THIS HIRE AGREEMENT

- Under the terms of this Hire Agreement, the Hirer, (you), agree to hire the Vehicle from PACCAR Financial PLC, (us/we), for your business use.
- This document constitutes the whole Hire Agreement between you and us and no change to it can apply unless such change is in writing and is signed by one of our officers and someone authorised by you.
- We do not, at any time, enforce any of our rights under this Hire Agreement, we do not waive any of those rights.
- Each Vehicle leased under this Agreement is covered individually by these terms and conditions. The term 'the Vehicle' includes all Vehicles and Ancillary Equipment leased and any alterations, additions or replacement.
- If the Hirer is two or more persons, you will be liable individually and together. This means that each person will be fully responsible for complying with the terms of this Agreement and if any person is in breach of this Agreement we may, at our option sue that person or any or all of you.
- We may require you to arrange for any purchase contract you have entered into to be varied so as to pass title in the Vehicle directly to us. In these terms and conditions, the terms, 'Rental', and, 'Rentals', refer to the Rentals specified overleaf, which include a maintenance charge, and the terms, 'Finance Rental', and, 'Finance Rentals', refer to the rental payments due to us under this Hire Agreement and exclude any maintenance charges.
- You authorise us to amend or insert the details of the serial number, registration number or model of the Vehicle which are not known on the day you sign this Agreement or which change before this Agreement starts.
- If any part of this Agreement is found to be invalid, illegal or unenforceable that will not affect or impair the rest of the Agreement in any way.

### 2. PAYMENTS

- The Rentals which you must pay and other sums which may become payable under this Hire Agreement are set out in the 'Period of Hire and Maintenance Inclusive Rentals' section overleaf.
- You must pay each Rental without set off claims, counterclaims or demands against us, and it is a vital condition of this Hire Agreement that each and every Rental is paid in full and on time. You must continue to pay the Rentals or any other monies due, even if the Vehicle fails to operate for any reason.
- Any monies sent by post will be at your own risk.
- If you sign a direct debit mandate when you sign this Hire Agreement, and subsequently choose to pay by invoice, your Rentals will be increased by a maximum of 5%.
- If any direct debit payment is not met when due, you will pay us an administration fee as detailed in our current list of charges. An up to date list of all administration charges is available on request.
- If any sums are not received on the due date for payment, you shall be obliged to pay us late penalty interest charges of 12% per annum of the amounts overdue calculated on a day to day basis from the due date until the date of payment (after, as well prior to any relevant judgement) together with any costs and expenses incurred by us in collecting the payments of such overdue amounts. In the event of default leading to termination of this Agreement additional general collection costs will be calculated at 12% of the overdue amount. In the event that such general collection costs exceed the 12%, we are entitled to charge the actual collection costs to you.
- If there is a change at any time during the Period of Hire in the rates of Corporation Tax or writing down Allowances, prevailing at the date of this Hire Agreement and applicable to us or the expenditure incurred by us, or in the nature, interpretation, time of levying or payment of taxation applicable to us or the Rentals such that this has the effect of reducing the post tax profit that we had, immediately before that change anticipated that we would make on this Hire Agreement, or if any of the assumed writing down or other allowances in respect of the Vehicle are disallowed or reduced, or losses arising to us in respect of the said allowances cease to be available for off-set against all our other profits or for surrender by way of group relief or there is a change in the rules relating to the surrender of losses, (as computed for UK tax purposes), by way of Group relief then we may vary the Rentals, (or, in the event that no further Rentals fall due to be paid, claim additional rentals), by such amount as is considered to place us in the position we would have been in had such changes not occurred. Any dispute over the amount of variation shall be referred, at your expense, to our auditors for determination, whose decision, you agree, shall be final and binding.

### 3. THE VEHICLE AND OUR EXCLUSIONS

- Neither the supplier nor any person through whom this Hire Agreement was negotiated is our agent or has any authority to make representation on our behalf.
- The supplier and the vehicle have been selected by you using your own judgement. As we are not the manufacturer or supplier of the vehicle we are not able to give and do not give any advice or information about it.
- We do not make or give and are not liable for any representations, warranties, conditions or guarantees, express, implied, collateral, statutory or otherwise and any such representations, warranties, conditions and guarantees are hereby excluded and extinguished. If you require any warranties, you must obtain these from your supplier.
- We are not liable for any loss or expense, (direct or indirect), resulting from delay by the supplier in delivering the Vehicle. You shall arrange and be responsible for, at your own cost, the delivery, installation and commissioning of the Vehicle and as between ourselves and yourselves the risk of loss or damage to the Vehicle shall pass to you on the earlier delivery of the Vehicle to you and the time when risk passes from the supplier us.
- Except in the case of death or personal injury caused by our negligence, we are not liable for any loss, injury or damage (including consequential or financial loss) due to any defects in the Vehicle, its parts or any consumables.

### 4. YOUR OBLIGATIONS

- You will;
- as an obligation surviving termination of this Hire Agreement, indemnify us against any loss, damage, or other expenses we incur, (including legal costs on a full indemnity basis and as a result of any third party claim or otherwise), arising directly or indirectly out of the state, condition or use of the Vehicle or in any way arising out of our having entered into this Hire Agreement, (except in the case of death or personal injury caused by our negligence);
  - inspect and test the Vehicle on delivery and must inform us in writing immediately on delivery if the Vehicle is not to the specification selected by you and within 48 hours of delivery if the Vehicle is defective or is unsuitable for the purpose for which it was acquired. If you give no notice you will be deemed to have accepted the Vehicle and to have acknowledged that it is in good working order and satisfactory in every way. Notification of any defect does not mean that you have the right to amend this Agreement or bring it to an end;
  - be responsible, at your own cost, for keeping the Vehicle in good condition (allowing for fair wear and tear) and in full working order and for arranging all servicing, maintenance and repairs that may be required at any time, in accordance with the manufacturer's instructions and recommendations and that all replacement parts are of good industry standard. You must make good all damage to the Vehicle, other than fair wear and tear;
  - use the Vehicle only in accordance with all applicable laws and regulations and the manufacturer's recommendations and must not use the Vehicle for any purpose for which it was not designed or built, or is unsuitable;
  - not make any alteration, addition or modification to the Vehicle other than those required by law and not remove any existing component from the Vehicle unless it is replaced immediately (or if removed in the ordinary course of repair and maintenance, replaced as soon as practicable) by the same component or by one of a like make and model to that removed or an improved or advanced version thereof;
  - not dispose of or let the Vehicle and not remove or permit the Vehicle to be used outside the EC, Scandinavia or Switzerland without our express written permission;
  - not portray yourself as the owner of the Vehicle nor do anything that might jeopardise our interest in the Vehicle and must (except to comply with its maintenance obligations) keep the Vehicle in your possession at all times. You must not assign, charge, pledge, sub-let or otherwise dispose of the Vehicle or any part of it or your interest in this Agreement and must immediately inform us if anyone claims or attempts to claim any interest in the Vehicle and take such action as we may require to be taken in order to protect our interest;
  - keep the Vehicle free from all liens, charges and distrains and pay all taxes, outgoings and impositions in respect of the Vehicle and its letting at the location specified overleaf excepting only any taxes on or assessed by reference to our profits or any Value Added Tax which we are able to reclaim from H.M. Customs & Excise;
  - allow us access at all reasonable times, to inspect the Vehicle and/or relevant service records;
  - not claim capital allowances on the vehicle;
  - if we so require, allow us to affix plates or other markings to the vehicle, in the name of PACCAR Financial PLC, (you will not remove or alter any identification or registration marks placed upon the Vehicle);
  - promptly perform any commitments to us under any other agreements or arrangements with us or with any Holding Company of ours, or any Subsidiary of any such Holding Company (as such terms are defined in section 736 Companies Act 1985) from time to time (each an Associated Company) or with DAF Financial Services PLC;
  - when for any reason this Hire Agreement or the hiring ends return the Vehicle, at your expense, in good order, repair and condition, and in full compliance with the Return Conditions set out in Clause 8 below to such place, in the UK, as we shall require. If you fail to return the Vehicle to us upon such termination, you will allow us immediate access to remove it and any expense we incur in doing so will be met by you;
  - notify us in writing of any change in your address and upon request by us promptly inform us of the whereabouts of the Vehicle.

### 5. INSURANCE

- You must keep the Vehicle insured, (by an insurer approved by us), under a fully comprehensive policy without any excess or restrictions and for the full cost of replacing the Vehicle as new and require your insurers to note our interest on the policy. You must comply with all the terms and conditions of any such insurance policy and promptly provide us with any assistance which we may require in pursuing any claim.
- If we so request, you must provide us with proof of an adequate insurance policy. If you do not provide such proof, we may, at our option, arrange suitable insurance. We will pay for the insurance and collect the cost of doing so from you, along with each remaining Rental. We will provide you with full details of the policy we take out on your behalf.
- You must inform us of any claims you make and appoint us as your agent to negotiate with and be solely able to agree settlement of claims and receive monies from your insurers. Any insurance monies received by us shall be applied, at our sole discretion, in repairing or replacing the vehicle or in compensating us, (any deficiency being made up by you on demand), for any loss we incur.
- In the case of your insurers considering any claim, including total loss, on the Vehicle it is your obligation to continue to pay all contractual Rentals on or before their due date, until the point of full settlement.
- If the Vehicle becomes a total loss for insurance purposes you must inform us immediately. We may terminate the hiring of the Vehicle and you will be liable to pay a sum equal to the amount which you would be liable to pay if the hiring had been terminated under Clause 6 (the 'Termination Sum') and in addition an amount equal to the greater of the residual value of the Vehicle (being the amount we had assumed, in calculating our return on the hiring, we would receive on expiry of the hiring from the sale of the Vehicle) and the market value of a vehicle of the same description as the Vehicle (the 'Insurance Sum'). If the proceeds of insurance received by us, together with any payments made by you exceed the aggregate of the Termination Sum, the Insurance Sum and any other sums payable by you, an amount equal to the excess will be paid to you by way of rebate of Rental and any shortfall will be paid by you.

### 6. DEFAULT

- If, during the currency of this Hire Agreement;
- you fail to pay any monies due to us in full, on the date they become due; or,
  - you, or any guarantor of this Hire Agreement, have a receiver, (or, in Scotland, any similar officer), appointed over any of your, assets, become insolvent or are, in our opinion unable to pay your debts; or,
  - you, or any guarantor of this Hire Agreement, cease to trade, your partnership is dissolved or you die; or,
  - you hold a formal or informal meeting of any or all of your creditors; or,

## Agreement Number:

### 6. DEFAULT (CONTINUED)

- any distress, execution, sequestration, attachment, or other process, (including, in Scotland any exercise or threatened exercise of an landlord's hypothec, or any other similar procedure), is levied or enforced upon the Vehicle or against any of your assets or income; or,
- you are found to have given false information in connection with your entry into this Hire Agreement; or,
- in our opinion, a material adverse change occurs in relation to your business; or,
- if you breach any term of this Agreement or any other Agreement, that you may have with us, or with either an Associated Company of ours or DAF Financial Services PLC and if such breach is remediable you fail to remedy it within 14 days of written notice requiring its remedy; or,
- there is a total loss of the Vehicle, or the insurers are treating a claim on a total loss basis, this will constitute an Event of Default (and in the case of the events referred to in Clauses 6(i), (vi) or (vii) will be deemed to constitute a repudiation of the Hire Agreement by You). On the occurrence of an Event of Default we may terminate the hiring under this Agreement forthwith, without giving you prior notice and without affecting the duties and liabilities you had with us at the date of termination. For the purpose of this Clause 6, the term, 'you' shall, as applicable, include any Associated Company of yours.

### 7. EFFECTS OF TERMINATION

- If the hiring under this Hire Agreement is brought to an end under Clause 6 above, you must immediately pay us;
  - all rental arrears and any other sums accrued, due and unpaid at the date at termination, together with interest payable under Clause 2(g) above; and
  - the aggregate of all Finance Rentals that would have been payable from the date of termination until the last day of the period of hire less such discount which we may, in our absolute discretion allow; and
  - an amount equal to the Residual Value of the Vehicle, being the amount we had assumed, in calculating our return on the hiring, we would receive on expiry of the hiring from the sale of the Vehicle; and
  - any other sums which are or become due to us to which we are entitled by way of damages.
- In the event of termination, your liability will be calculated as the combined total of 7a(i) to 7a(iv) inclusive. Upon recovery of the Vehicle we will use all reasonable endeavours to sell the Vehicle for the best price obtainable. The net sale proceeds will be credited to your liability.
- If any Event of Default occurs prior to delivery of the Vehicle, then you must pay to us the sum set out above in Clause 7a. When we are able to obtain possession of the Vehicle from the supplier we will sell the Vehicle and apply the net sale proceeds to your liability.
  - The termination of the hiring constituted by this Agreement shall not affect any of our rights or your liabilities subsisting at the date of termination.
  - On termination of the hiring however and whenever this occurs, you will no longer be in possession of the Vehicle with our consent and must (unless otherwise agreed with us) return the Vehicle to us or to an address of our choosing, in good order and in good working condition at your own expense and risk, together with all registration documents, Department of Transport Certificates and Vehicle Excise Duty documents relating to the Vehicle. Without prejudice to our claim for any arrears of Rental or damages for any breach of the Agreement or any other rights, we, or our representative may at any time after such termination of the hiring, without notice, retake possession of the Vehicle and for such purpose enter upon any premises belonging to or in your occupation or control. You shall be responsible for all costs, charges and expenses so incurred in retaking possession and storage of the Vehicle. You shall also bear reasonable costs incurred by us at any time in ascertaining the whereabouts of the Vehicle and/or you.

### 8. RETURN CONDITIONS

- This section relates to the condition of the Vehicle when it is returned to us when this Hire Agreement ends, for any reason (the 'Return Date').
- At the Return Date, each Vehicle shall be: (i) free from any accidental damage however caused and free from any corrosion or contamination; (ii) free from any damage to glass that would attract a PG9; (iii) free from any defects which would be in breach of any statutory requirements; (iv) steam cleaned and with the cab in a valeted and clean condition and free from damage or contamination, (v) with all tyres within legal requirements and having an average minimum of 8mm across the tread width, (vi) exhibiting signs of even wear and free from cuts in tyre side walls, unless the tyres option has been (vii) purchased as stated overleaf, in which case, the tyres must be free from damage and cuts in the tyre side wall only; (viii) with all original equipment fitted or replacements fully functional to good industry standard; (ix) capable of obtaining a MOT pass and accompanied by a valid MOT Test Certificate with an unexpired MOT period of not less than 9 months at the Return Date (if the unexpired MOT period is less, you must pay us compensation which will not exceed the cost of obtaining a 12 month MOT Test Certificate; (x) any lettering and sign-writing removed and professionally restored and re-finished to a good industry standard.
  - If we so request at the Return Date, you will deliver to us copies of all service records and/or the MOT test Certificate.
  - The Vehicle's Registration Document, MOT Test Certificate, Plating Certificate and Tachograph Calibration Certificate shall be delivered to us 7 days prior to the Return Date. If we do not receive these documents, particularly the V5, you will at our discretion pay a charge of £500 (plus VAT) to cover administration and depreciation costs whilst we obtain replacements.
  - Immediately prior to the delivery of the Vehicle an engineer approved by us shall have the right to inspect the Vehicle and service records at a location within the UK as we shall require in order to ascertain that the Vehicle complies with the requirements of this Agreement, and if the engineer confirms that the Vehicle does comply, it shall be delivered on the Return Date. If the engineer finds that any of the Vehicles do not so comply, then you shall, at your expense, and as soon as reasonably practicable but not in any event later than 14 days after the Return Date, (unless the parties otherwise agree in writing), carry out the work necessary to comply with the requirements hereof and on completion of such repairs, the Vehicle shall forthwith be delivered to us.
  - In the event that you fail to carry out the necessary work to the Vehicle within the agreed period, then we shall have the right to carry out the necessary work at your expense.
  - Should the Vehicle fail to be returned within 7 days of the expiry of the Period of Hire, you agree that you must pay us, on demand, rental for each day or part day until it has been returned, at a rate which is equal to the last Rental payable immediately prior to the date upon which Period of Hire properly expired.
  - Insofar as there shall be any disagreement as to whether the Vehicles fulfil the requirements of this Hire Agreement, such disagreement shall be referred to an expert appointed by the President from time to time, of the Freight Transport Association, on the application of either party. The expert so appointed shall act as an expert and not an arbitrator and his decision shall be final and binding on the parties hereto.

### 9. MAINTENANCE

- This Hire Agreement for the hire of Vehicles only. If there is any conflict between the terms of this Hire Agreement and the Maintenance Agreement, then, for the avoidance of all doubt, as between you and us, the terms of this Hire Agreement shall prevail.
- If you do not pay your Rentals your entitlement to maintenance services may be affected. This will not affect your obligations under this Hire Agreement but a breach of the Maintenance Agreement will be a breach of this Hire Agreement.
- Any monies received by us will be applied firstly to the Finance Rentals due to us.
- If the Maintenance Agreement with us is terminated for any reason, we will write to you notifying you of the amount of each Rental which represents the Finance Rental due to us, and the amount representing the maintenance charge. If any such termination is as a result of your failing to perform your obligations under your Maintenance Agreement, and if such failure on your part results in reducing the amount payable to us in respect of the purchase of the Vehicle on the termination of this Hire Agreement, then we may, upon notice in writing to you, vary the Rentals over the remainder of the Period of Hire, by such amounts as will compensate us for the reduction, (as conclusively certified by us), in such purchase price.
- If we increase the maintenance charges payable under the terms of your Maintenance Agreement, we may collect the increased charges.
- On the expiry or on the earlier termination of the Hire Agreement, we may make a separate claim for compensation in respect of any loss incurred by it.

### 10. DISCLOSURE AND USE OF DATA

- You confirm that we may hold and process by computer or otherwise any information obtained about you in connection with this Agreement and any other applications that you may have made or other agreements entered into. You also agree that we may use this information and disclose it to other Associated Companies of ours for the purpose of reviewing this Agreement or credit assessment, marketing or administering and servicing this Agreement and to enable us to carry out statistical analysis. You confirm that we may disclose information obtained about you in connection with this Agreement to our agents, advisors, Principals and any person to whom we assign our rights under this Agreement and they will be able to use the information as we may do in accordance with this clause. We may refuse to enter into this Agreement without stating a reason.
- We may also use information we hold about you to send marketing material about goods and/or services offered by us or by third parties which we believe may be of interest to you and we may provide details of your name and address as part of a mailing list to selected companies, including other Associated Companies of ours to enable them to market goods and services to you in which you may have an interest. If you do not want to receive such information you should write to PACCAR Financial PLC, PO Box 82, Eastern Bypass, Thame, Oxfordshire, OX9 3GH.
- We will not otherwise disclose this information except when required or permitted to do so by law and for fraud prevention purposes to a licensed credit reference agency to help us and others make credit decisions.

### 11. NOTICES

Notices served hereunder shall be sufficiently served if sent by post or fax to the usual or last known place of business of the addressee and proof of dispatch shall be conclusive evidence of receipt by the addressee in the due course of transmission. If there is more than one Hirer a notice posted to one of you will be deemed to have been served on you all.

### 12. ASSIGNMENT

Although you may not assign this Agreement, we may assign it and any references to us shall include any such assignee.

### 13. GOVERNING LAW

This Agreement is governed by English law. Any dispute will be subject to the jurisdiction of the English courts.

### 14. THIRD PARTY RIGHTS

A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Agreement.

Signature for Hirer:

