

We, Freedom Rental Limited, agree to hire the Vehicle to you on the terms set out below.

## AGREED TERMS

- |            |   |  |             |  |
|------------|---|--|-------------|--|
| <b>1.</b>  | <b>Interpretation</b>   |  | <b>1.3</b>  | A <b>person</b> includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns. |
| <b>1.1</b> | The following definitions and rules of interpretation apply in this agreement.  |  | <b>1.4</b>  | The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.  |
|            | <b>Additional Charges:</b> the additional charges listed in Schedule 3.   |  | <b>1.5</b>  | A reference to a <b>company</b> shall include any company, corporation or other body corporate, wherever and however incorporated or established.  |
|            | <b>Business Day:</b> a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.   |  | <b>1.6</b>  | Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.  |
|            | <b>Commencement Date:</b> the Delivery Date.  |  | <b>1.7</b>  | Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.   |
|            | <b>Delivery:</b> the transfer of physical possession of the Vehicle to the Lessee.  |  | <b>1.8</b>  | A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.   |
|            | <b>Monthly Mileage Limit:</b> [insert] miles  |  | <b>1.9</b>  | A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.  |
|            | <b>Payment Schedule: Error! Bookmark not defined.Error! Reference source not found.,</b> which sets out the Rental Payments payable under this agreement.   |  | <b>1.10</b> | A reference to <b>writing</b> or <b>written</b> includes fax and email.  |
|            | <b>Rental Payments:</b> the payments made by or on behalf of Lessee for hire of the Vehicle.  |  | <b>1.11</b> | Any obligation on a party not to do something includes an obligation not to allow that thing to be done.   |
|            | <b>Rental Period:</b> the period of hire as set out in clause 3.  |  | <b>1.12</b> | A reference to <b>this agreement</b> 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                             |
|            | <b>Risk Period:</b> the period during which the Vehicle is at the sole of the risk of the Lessee as set out in clause 6.2.  |  |             |  |
|            | <b>Total Loss:</b> the Vehicle is, in the Lessor's reasonable opinion or the opinion of an insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.  |  |             |  |
|            | <b>VAT:</b> value added tax chargeable in the UK.   |  |             |  |
|            | <b>Vehicle:</b> the Vehicle listed in <b>Error! Bookmark not defined.Error! Reference source not found.,</b> all substitutions, replacements or renewals of such Vehicle and all related accessories, manuals and instructions provided for it. |  |             |  |
| <b>1.2</b> | Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.  |  |             |  |

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novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.13 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.14 Any words following the terms **including, include, in particular, for example** or any 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. Vehicle Hire**

2.1 The Lessor shall hire the Vehicle to the Lessee subject to the terms and conditions of this agreement.

2.2 The Lessor shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Lessee's quiet possession of the Vehicle.

### **3. Rental Period**

The Rental Period starts on the Delivery Date and shall continue for a minimum period of 6 months and for a maximum of 12 months unless this agreement is terminated earlier in accordance with its terms.

### **4. Rental Payments and Additional Charges**

4.1 The Lessee shall pay the Rental Payments to the Lessor in advance and in accordance with the Payment Schedule. The Rental Payments shall be paid in pounds sterling and shall be made by direct debit or, if agreed in writing by the Lessor, by standing order.

4.2 The Lessee shall pay the Additional Charges to the Lessor in accordance with those listed in Schedule 3. The Additional Charges shall be paid in pounds sterling and will be payable

immediately upon receipt of an invoice from the Lessor.

4.3 The Rental Payments and Additional Charges are inclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Lessee at the rate and in the manner from time to time prescribed by law.

4.4 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.5 If the Lessee fails to make a payment due to the Lessor under this agreement by the due date, then, without limiting the Lessor's remedies under clause 9, the Lessee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment and interest under this clause will accrue each day at 4% per annum above the Bank of England's base rate from time to time, but at 4% per annum for any period when that base rate is below 0%.

### **5. Delivery**

5.1 Delivery of the Vehicle shall be made by the Lessor to the address nominated by the Lessee or by way of the Lessor collecting the Vehicle from the Lessor. The Lessor shall use all reasonable endeavours to effect Delivery by the Delivery Date. Risk shall transfer in accordance with [clause 6](#) of this agreement.

5.2 The Lessee shall procure that a duly authorised representative of the Lessee shall be present at the Delivery of the Vehicle whilst the Lessor's duly authorised representative conducts a pre-rental inspection of the Vehicle. Acceptance of Delivery shall constitute conclusive evidence that the Lessee has examined the Vehicle and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Lessor, the Lessee's

duly authorised representative shall sign a receipt confirming such acceptance.

- 5.3 If the Lessee fails to accept delivery of the Vehicle on the Delivery Date, then, except where such failure is caused by the Lessor's failure to comply with its obligations under this agreement the Vehicle shall be deemed to have been delivered at 9.00 am on the Delivery Date in a satisfactory condition and free from damage.

## 6. Title, risk and insurance

- 6.1 The Vehicle shall at all times remain the property of the Lessor, and the Lessee shall have no right, title or interest in or to the Vehicle (save the right to possession and use of the Vehicle subject to the terms and conditions of this agreement).

- 6.2 The risk of loss, theft, damage or destruction of the Vehicle shall pass to the Lessee on Delivery. The Vehicle shall remain at the sole risk of the Lessee during the Rental Period and any further term during which the Vehicle is in the possession, custody or control of the Lessee (**Risk Period**) until such time as the Vehicle is redelivered to the Lessor. The Lessor does not provide motor insurance for the vehicle. During the Rental Period and the Risk Period, the Lessee shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Vehicle to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Lessor may from time to time nominate in writing;
- (b) insurance for such amounts as a prudent owner or operator of the Vehicle would insure for, or such amount as the Lessor may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however

arising in connection with the Vehicle;

- (c) insurance for the Vehicle's intended use to include where appropriate, social and domestic commuting, travel to and from a place of work and/or business use; and

- (d) insurance against such other or further risks relating to the Vehicle as may be required by law, together with such other insurance as the Lessor may from time to time consider reasonably necessary and advise to the Lessee.

- 6.3 All insurance policies procured by the Lessee shall be endorsed to provide the Lessor with at least twenty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on the Lessor's request name the Lessor on the policies as a loss payee in relation to any claim relating to the Vehicle. The Lessee shall be responsible for paying any deductibles due on any claims under such insurance policies.

- 6.4 The Lessee shall give immediate written notice to the Lessor in the event of any loss, accident or damage to the Vehicle arising out of or in connection with the Lessee's possession or use of the Vehicle.

- 6.5 If the Lessee fails to effect or maintain any of the insurances required under this agreement, the Lessor shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Lessee. Insurance arranged by the Lessor will not cover driving or use of the vehicle by the Lessee or by any person authorised by the Lessee.

- 6.6 The Lessee shall no later than 24 hours before the Commencement Date supply copies of the relevant insurance policies and motor insurance

certificates or other insurance confirmation acceptable to the Lessor and proof of premium payment to the Lessor to confirm the insurance arrangements.

- 6.7 The law requires a driver to tell the Driver and Vehicle Licensing Agency (DVLA) about a health condition or disability that may affect their ability to drive safely. If a disclosure is not made to the DVLA, the motor insurance may not be valid and the driver may be prosecuted. Information about medical conditions that must be disclosed to the DVLA are on the DVLA website. If you or any person authorised by you to drive ever suffers from any medical condition or disability that could affect the ability to drive, that person must notify the DVLA, and obtain the DVLA's authorisation to drive.

## 7. Lessee's responsibilities

- 7.1 The Lessee shall during the term of this agreement:

- (a) ensure that the Vehicle is stored in a suitable environment, used only for the purposes for which it is designed, and driven and maintained in a proper manner to include but not limited to weekly tyre pressure, tread depth, oil and coolant checks;
- (b) not to use the Vehicle for:
  - (i) any illegal purposes or in a way which would cause nuisance;
  - (ii) carrying passengers or goods or services for a fee;
  - (iii) driving lessons;
  - (iv) towing or pushing any vehicle, trailer or other object, without the Lessor's written permission;
  - (v) for competition, racing, pace making, or to test the

Vehicle's reliability, performance or speed;

- (vi) off road driving or on roads unsuitable for the Vehicle;
  - (vii) driving after drinking alcohol or taking drugs that would result in the Vehicle being operated illegally;
  - (viii) carrying such a weight that exceeds the manufacturer's maximum weight recommendations;
  - (ix) carrying unsecured loads or dangerous goods;
  - (x) carrying more passengers than the Vehicle was manufactured to legally carry;
  - (xi) driving in or on the part of any airport, aerodrome, airfield or military base to which aircraft have access or the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars.
- (c) take such steps (including compliance with all safety and usage instructions provided by the Lessor) as may be necessary to ensure, so far as is reasonably practicable, that the Vehicle is at all times safe and without risk to health when it is being used by a person at work;
  - (d) maintain at its own expense the Vehicle in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts and the making good of any

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- damage to the Vehicle subject to obtaining the Lessor's written consent prior to any such works being carried out;
- (e) deliver the Vehicle to the Lessor in advance of the Annual Service Date or the Annual Service Mileage Limit whichever occurs sooner;
- (f) immediately inform the Lessor of the Vehicle breaking down so that the Lessor can arrange for the Vehicle to be recovered pursuant to the BMW/MINI Assist Breakdown Recovery Policy;
- (g) make no alteration to the Vehicle and shall not remove any existing component (or components) from the Vehicle unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Vehicle shall vest in the Lessor immediately on installation;
- (h) keep the Lessor fully informed of all material matters relating to the Vehicle, seek the Lessor's consent prior to travelling in the Vehicle outside of the United Kingdom and to return the Vehicle from outside the United Kingdom within two weeks of departing;
- (i) pay the Lessor's Foreign Travel Consent Fee as referred to in the Additional Charges at the same time as seeking consent under clause 7.1(h);
- (j) immediately inform the Lessor of any damage to the Vehicle by telephoning its Accident Line on 08452308444, arrange for its return to the Lessor for inspection and any necessary repairs and immediately pay the costs of those repairs to the Lessor insurer upon receipt of an invoice from the Lessor;
- (k) permit the Lessor or its duly authorised representative to inspect the Vehicle at all reasonable times and for such purpose to enter any premises at which the Vehicle may be located, and shall grant reasonable access and facilities for such inspection;
- (l) maintain operating and maintenance records of the Vehicle and make copies of such records readily available to the Lessor, together with such additional information as the Lessor may reasonably require;
- (m) not, without the prior written consent of the Lessor, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Vehicle or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (n) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Lessor in the Vehicle;
- (o) not suffer or permit the Vehicle to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Vehicle is so confiscated, seized or taken, the Lessee shall notify the Lessor and the Lessee shall at its sole expense use its best endeavours to procure an immediate release of the Vehicle and shall indemnify the Lessor on

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- demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (p) not use the Vehicle for any unlawful purpose;
- (q) not to smoke any tobacco products or use any type of electronic cigarette inside the Vehicle;
- (r) not carry any object or substance which, because of its condition or smell, may harm the Vehicle or delay the Lessor's ability to hire or sell the Vehicle.
- (s) ensure that at all times the Vehicle remains identifiable as being the Lessor's property;
- (t) deliver up the Vehicle at the end of the Rental Period or on earlier termination of this agreement at such address as the Lessor requires, or if necessary allow the Lessor or its representatives access to any premises where the Vehicle is located for the purpose of removing the Vehicle;
- (u) not do or permit to be done anything which could invalidate the insurances referred to in [clause 6](#);
- (v) consent by signing this agreement to the Lessor using and accessing the Vehicle's electronic tracking device to obtain its location and telematics information at any time during or after the hire period and for any reason; and
- (w) be responsible for payment of all parking fines, congestion charges and road traffic offences and fines during the period of hire and the Lessor's administration fee as listed in Schedule 3;
- (x) ensure that you and any person you authorise to drive the vehicle must have a valid full UK driving licence.
- 7.2 The Lessee acknowledges that the Lessor shall not be responsible for any loss of or damage to the Vehicle arising out of or in connection with any negligence, misuse, mishandling of the Vehicle or otherwise caused by the Lessee or its officers, employees, agents and contractors, and the Lessee shall indemnify the Lessor in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Lessor arising out of, or in connection with any failure by the Lessee to comply with the terms of this agreement.
- 8. Limitation of liability**
- 8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in this agreement limits any liability which cannot legally be limited including liability for:
- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.
- 8.3 Subject to clause 8.2, the Lessor's total liability to the Lessee shall not exceed £100.
- 8.4 Subject to clause 8.2, the Lessor shall not be liable under this agreement for any:

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- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.
- 8.5 All implied terms and conditions as to the quality or performance of the Vehicle are, to the fullest extent permitted by law, excluded from this agreement save that where you are entering into this agreement as an individual and the vehicle is not of satisfactory quality, you will have the right to reject the Vehicle or demand a repair in accordance with the Consumer Rights Act 2015.
- 9. Termination**
- 9.1 The Lessee may terminate this agreement by giving the Lessor one month's written notice expiring no sooner than 6 months from the Commencement Date.
- 9.2 Without affecting any other right or remedy available to it, the Lessor may terminate this agreement by giving two weeks' written notice to the Lessee;
- 9.3 Without affecting any other right or remedy available to it, the Lessor may terminate this agreement with immediate effect by giving written notice to the Lessee if:
- (a) the Lessee fails to pay any amount due under this agreement on the due date for payment;
- (b) the Lessee commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- (c) the Lessee 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;
- (d) the Lessee 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;
- (e) the Lessee 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;
- (f) a petition is filed or an order is made, for or in connection with the bankruptcy of the Lessee;
- (g) a creditor or encumbrancer of the Lessee 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 Lessee's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the Lessee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.3(d) to clause 9.3(g) (inclusive);
- (i) the Lessee's financial position deteriorates so far as to reasonably justify the opinion that its ability to

give effect to the terms of this agreement is in jeopardy.

9.4 For the purposes of clause 9.3(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Lessor would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 7,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

9.5 This agreement shall automatically terminate if a Total Loss occurs in relation to the Vehicle.

## 10. Consequences of termination

10.1 On termination of this agreement, however caused:

- (a) the Lessor's consent to the Lessee's possession of the Vehicle shall terminate and the Lessee shall return the Vehicle to the Lessor with the same amount of fuel as recorded at the Delivery Date;
- (b) the Lessor may, by its authorised representatives, without notice and at the Lessee's expense, retake possession of the Vehicle and for this purpose may enter any premises at which the Vehicle is located; and
- (c) without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to the Lessor on demand:

- (i) all Rental Payments and other sums due but unpaid at the date of such

demand together with any interest accrued pursuant to clause

- (ii) any costs and expenses incurred by the Lessor in recovering the Vehicle or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs);

- (iii) a sum equal to the remainder of the Rental Payments that would (but for the termination) have been payable if the agreement had continued to the end of the Rental Period; and

- (iv) indemnify the Lessor in respect of any costs of repairing any damage recorded by the Lessor at the time of the Vehicle's collection by the Lessor or upon its return to the Lessor which falls outside the normal standard of fair wear and tear; or

- (v) if the Vehicle is subject to a Total Loss the value of the Vehicle in accordance with CAP Retail Guide and subject to the mileage of the Vehicle at the time of the event resulting in a Total Loss.

10.2 The sums payable pursuant to clause 10.1(c)(ii) shall be agreed compensation for the Lessor's loss.

10.3 Any provision of this agreement that expressly or by implication is intended to come into or



continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

- 10.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

#### 11. Force majeure

The Lessor party shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

#### 12. Confidential information & Data Protection

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 12.2.

- 12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, insurers or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, insurers or advisers to whom it discloses the other party's

confidential information comply with clause ; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) to the Lessor's breakdown provider if the Vehicle suffers a breakdown;

- 12.3 The Lessor may disclose the Lessee's confidential information to credit-reference agencies, debt collectors, the police or any other relevant organisation in circumstances where the Lessee is in breach of this agreement and to the British Vehicle Rental and Leasing Association (BVRLA) which can share your confidential information with its members to prevent crime and to protect their assets.

- 12.4 To maintain and protect the condition and performance of the Vehicle, to detect and prevent crime and to assist the Lessor in the event of accident or breakdown the Vehicle may be fitted with an electronic device to track its location and/or record telematics data. By executing this Agreement, the Lessee gives express authority to the Lessor for it to use such a device to access the location of the Vehicle and/or to obtain telematics information about the Vehicle and its use. The Lessee acknowledges that the Lessor may use the information obtained through any such device to locate the Vehicle at any time during and after the term of this agreement for any reason.

- 12.5 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

#### 13. Assignment and other dealings

This agreement is personal to the parties and neither party shall assign, transfer, mortgage,

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charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

**14. Entire agreement**

14.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**15. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**16. No partnership or agency**

16.1 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.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**17. Further assurance**

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such

acts as may reasonably be required for the purpose of giving full effect to this agreement.

**18. Third party rights**

18.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

18.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

**19. Notices**

19.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by fax to its main fax number or sent by email to an address specified by the party as one to which correspondence can be sent.

19.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, where business hours resume. In this clause 19.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day

that is not a public holiday in the place of receipt.

- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**20. Waiver**

No failure or delay by the Lessor to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**21. Rights and remedies**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**22. Severance**

- 22.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

- 22.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**23. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims)

arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**24. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**25. Dispute Resolution**

**Either party may prior to the commencement of any court proceedings in respect of any dispute arising from the terms of this agreement refer the dispute to the BVRLA's dispute resolution service by submitting details online at <https://bvrla.co.uk/consumer-advice/making-a-complaint-adr.html> or via post to British Vehicle Rental & Leasing Association, River Lodge, Badminton Court, Amersham HP7 0DD.**