

ALLTRUCK VEHICLE RENTAL LIMITED
("AVR")
TERMS AND CONDITIONS OF VEHICLE HIRE-BUSINESS

1. Definitions and Interpretation

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

"Additional Charges" means any sums which fall due to AVR in addition to the Rental Charge under the Conditions including but not limited to any delivery or collection charge specified in the Rental Agreement (Condition 5.1.2) and any sums due in accordance with Conditions 6.1.4, 6.1.6, 6.1.7, 6.1.8, 7.1, 7.3, 7.4, 10.5, 10.6 and 11.1 ;

"Account Application Form" means the form signed by an authorised signatory of the Hirer to confirm acceptance of these Conditions and the details relating to the hire of the Vehicle;

"AVR" means Alltruck Vehicle Rental Limited of Lowdham Road, Gunthorpe, Nottingham, Nottinghamshire NG14 7ER;

"BVRLA" means the British Vehicle Rental & Leasing Association of which AVR is a member;

"Conditions" means these terms and conditions;

"Contract" means an agreement for the hire of a Vehicle by the Hirer from AVR in accordance with Condition 2.2 incorporating the Conditions and the Rental Agreement;

"Rental Agreement" means the contract details set out on the reverse of these Conditions and/or within the Account Application Form;

"Rental Charge" means the charge for the hire of the Vehicle as specified in the Rental Agreement;

"Rental Period" means the period in which the Vehicle is on hire to the Hirer as specified in the Rental Agreement;

"Security Deposit" means a payment made in accordance with Condition 3.6 and as specified in the Rental Agreement [or account application form]; and

"Vehicles" means the Vehicle to be hired by the Hirer from time to time in accordance with the Conditions of this Contract and as detailed in the Rental Agreement;

1.2 In these Conditions:

1.2.1 a reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation;

1.2.2 words in the singular include the plural and words in the plural include the singular;

1.2.3 a reference to one gender includes a reference to the other gender and the neutral;

1.2.4 words importing persons include firms, companies and corporations and vice versa

1.2.5 the headings to Conditions or the Rental Agreement do not affect the interpretation of these Conditions including the Rental Agreement;

1.2.6 any reference to a Condition or Rental Agreement is to the relevant Condition or Rental Agreement to these Conditions and any reference to a sub-condition or paragraph of the Condition or Rental Agreement in which it appears;

1.2.7 where the word 'including' is used in these Conditions, it shall be understood as meaning 'including without limitation' and where the context permits, the words 'other' and 'otherwise' are illustrative and shall not limit the sense of the words preceding them; and

1.2.8 any reference to 'writing' or any cognate expression includes communications by post, facsimile and email transmission but excludes text messages.

2. Basis of Contract

2.1 These Conditions shall apply to the hire of each Vehicle hired by the Hirer from AVR to the exclusion of any other terms and conditions introduced or submitted by the Hirer.

2.2 By signing an Account Application Form or on commencement of the Rental Period, if earlier, a Contract for the hire of the Vehicle shall be formed and the Hirer agrees to be bound by these Conditions.

2.3 AVR shall be entitled to assume that any person signing a Rental Agreement on behalf of the Hirer is duly authorised to do so and AVR shall be under no obligation to make any enquiries as to such person's due authority.

2.4 No variation of these Conditions shall be binding or valid unless agreed in writing by a director of AVR and no collateral or supplemental contract may be made or construed unless confirmed in writing by a director of AVR.

2.5 AVR will supply the Vehicle to the Hirer in good overall and operating condition, complete with all necessary documents, parts and accessories.

2.6 The Hirer agrees to return the Vehicle to AVR in accordance with the terms of Condition 10 in the same condition as at the commencement of the Rental Period, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement.

2.7 The Hirer and AVR will check the condition of the Vehicle at the start of the Rental Period and on return of the Vehicle. An AVR representative will provide a record showing any agreed defects. The Hirer acknowledges that it will be responsible for any loss or damage to the Vehicle, its documents, parts or accessories arising during the Rental Period in accordance with these Conditions.

3. Rental Charges

3.1 The Hirer will pay to AVR the Rental Charge and any Additional Charges in accordance with these Conditions.

3.2 AVR will be entitled to invoice the Hirer;

3.2.1 at the end of each billing period as set out in the Rental Agreement for all Rental Charges and any Additional Charges incurred in that billing period or in any earlier billing period (if not already invoiced); and

3.2.2 on termination of the Rental Period for all Rental Charges and any Additional Charges incurred not already invoiced.

3.3 AVR's Rental Charges and any Additional Charges shall be paid by the Hirer together with applicable VAT without set off or deduction within 14 days of the date of AVR's invoice.

3.4 Any Vehicle taken off hire after 9.00 a.m. or put on hire before 3.00 p.m. shall be deemed to have been on hire for the whole of that day for the purposes of calculating AVR's Rental Charges.

3.5 Without prejudice to AVR's other remedies, the Hirer acknowledges AVR's right in the event of payment not being made on the due date in accordance with Condition 3.3 above:

3.5.1 to treat all ongoing agreements between AVR and the Hirer as repudiated by the Hirer and at an end and accordingly the provisions of Conditions 10.5 and 10.6 below shall apply to all Vehicles in respect of which such agreements exist;

3.5.2 to charge the Hirer interest on the outstanding amount (both before and after any judgement) at the rate of 5% above the base rate from time to time of National Westminster Bank Plc from the due date until the outstanding amount is paid in full; and

3.5.3 to recover from the Hirer all reasonable legal costs and disbursements incurred in obtaining payment from the Hirer.

3.6 The Hirer shall, if requested and detailed in the Rental Agreement, pay to AVR the Security Deposit on or before the commencement of the Rental Period. The Security Deposit may be forfeited and set off against sums due in respect of:

3.6.1 any payment payable under the Contract which may be due but remains unpaid;

3.6.2 any damage to the Vehicle for which the Hirer may be liable;

3.6.3 the Vehicle being returned in such a condition as to require full valeting before it is capable of being returned;

3.6.4 late return of the Vehicle after the time stated in the Rental Agreement.

The Security Deposit shall only be returned to the Hirer in usual office hours and on return of all keys for the Vehicle to AVR and subject at all times to the provisions of this Condition 3.6.

3.7 Other than in circumstances where there has been a breach of the Hirer's obligations in accordance with Condition 6, during any period of time within the Rental Period in which the Vehicle is un-roadworthy, including the period between a Vehicle being declared a total loss in accordance with Condition 7.2 and termination of the Contract, the Hirer shall continue to pay the Rental Charge at 90% of the rate set out in the Rental Agreement.

4. Use of Vehicles

4.1 The Hirer may only use a Vehicle for the purposes of its business. A Vehicle is not to be used, and the Hirer will not permit it to be used, for any purposes for which it is not expressly designed. Further the Hirer will not without AVR's prior consent use or permit a Vehicle to be used for hire, driving tuition, towing, racing, or pace making, or for competing in any rally or any other form of motor sport, or for any illegal purpose whatsoever.

4.2 The Hirer agrees that it will not:

4.2.1 without the prior consent of AVR effect any mechanical or other modification to the Vehicle, make any alterations or additions (other than by way of suitable replacements), fit any towing equipment or other accessories or non-standard tyres, and any such additions, alterations or modified parts which may be made (whether with or without consent) shall become part of the Vehicle and shall belong to AVR;

4.2.2 remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt or purport to do so nor permit the same;

4.2.3 deface the paintwork or bodywork of the Vehicle nor add or erect any painting, sign-writing, lettering, or advertising to or on the Vehicle.

4.3 The Vehicle will not be overloaded at any time and shall be used in accordance with manufacturer's operating instructions at all times.

5. Duties of AVR

5.1 AVR shall during the continuance of this Contract:

5.1.1 obtain and pay for the vehicle excise licence and any MOT certificate for the Vehicle;

5.1.2 if the Hirer so elects (and where the Hirer agrees to pay the appropriate delivery and/or collection fee as detailed in the Rental Agreement) deliver the Vehicle to and/or collect the Vehicle from a place agreed between both Parties anywhere in the United Kingdom mainland as detailed in the Rental Agreement; and

5.1.3 if it is agreed that the Vehicle has become unroadworthy (other than by reason of the Hirer's default or misuse in which case Condition 10.3 shall apply) then AVR shall have the right to replace the Vehicle with a similar alternative ("**Replacement Vehicle**") in the event that a "Replacement Vehicle" is not available or AVR, acting in its discretion, decide not to provide a Replacement Vehicle then the provisions of Condition 10.1.3 shall apply.

6. Duties of the Hirer

6.1 The Hirer shall during the continuance of the Contract and in particular during the Rental Period:

6.1.1 ensure that the Vehicle is operated properly and safely by drivers who at all times hold valid and current driving licences in the appropriate classes;

6.1.2 deliver and collect the Vehicle to and from any maintenance or repairing agent and pay for the cost of moving any Vehicle to a repairing agent when it has become unroadworthy due to the matters outside of the control of AVR;

6.1.3 pay for all fuel, oil, coolants and lubricants required for the proper running of the Vehicle and ensure that sufficient anti-freeze of the recommended type is at all relevant times maintained in the Vehicle's radiators;

6.1.4 indemnify AVR against all fines, fixed penalties, excess charges or losses and/or liabilities imposed on AVR by virtue of any statute applicable to the use of the Vehicle or arising in respect of any impounding or detention of the Vehicle or any other action taken by any authority of a similar nature or any non-compliance or contravention of any transport, traffic or other law or regulation, together with any cost or expense relating thereto incurred by AVR. For the avoidance of doubt, this obligation shall survive termination of the Contract for any reason;

6.1.5 not take or allow any Vehicle to be taken out of the United Kingdom mainland without receiving the prior written authority of AVR and, in the event of that authority being given, only on such terms as AVR deems fit;

6.1.6 collect from and return to AVR, or from and to such place as AVR shall advise, any Replacement Vehicle (made available to the Hirer in accordance with Condition 5.1.3). The Replacement Vehicle shall be returned within 24 hours after the Hirer has been informed by AVR that the original Vehicle is ready for collection, failing which the Hirer will pay Additional Charges for the Replacement Vehicle at a rate determined by AVR for the period during which the Replacement Vehicle is retained by the Hirer;

6.1.7 indemnify AVR in respect of any and all losses incurred by AVR in connection with the Vehicle including without limitation the cost of the repair or rectification of any damage to the Vehicle resulting from negligence or improper use of a Vehicle by the Hirer or any person permitted by the Hirer to use a Vehicle;

6.1.8 pay all costs incurred by AVR in respect of the supply and fixing of any accessories, extras or additions which are fitted to a Vehicle at the request of the Hirer;

6.1.9 not sell, assign, mortgage, underlet or otherwise dispose of or part with possession of any Vehicle or part thereof or charge or assign the benefit of this Contract nor attempt or purport to do so;

6.1.10 take all necessary steps at its own expense to retain and recover possession and control of any Vehicle of which the Hirer loses possession or control;

6.1.11 permit AVR or its authorised representatives at all reasonable times to enter upon the premises where each Vehicle may from time to time be garaged or parked to inspect and test the condition of the Vehicle and its mileage recorder;

6.1.12 notify AVR of any change in the Hirer's address from that detailed in the Rental Agreement and upon request by AVR promptly inform AVR of the whereabouts of the Vehicle;

6.1.13 in respect of the condition and maintenance of the Vehicle, keeping the Vehicle in good repair and condition, fair wear and tear excepted, but being solely responsible at its own cost for:

6.1.13.1 regularly checking and adjusting as necessary the radiator battery and engine fluid levels;

6.1.13.2 regularly cleaning the exterior, interior and upholstery of the Vehicle;

6.1.13.3 promptly repairing damage; and

6.1.13.4 making the Vehicle available for regular servicing as recommended by the manufacturer;

6.1.13.5 replacing any shattered, broken, chipped or splintered windscreens or windows; and

6.1.13.6 in addition to the above requirements, the Hirer shall return the Vehicle in a condition in line with the "return conditions" as published from time to time by BVRLA, a copy of which is available from AVR on request

6.1.14 make the Vehicle available to be road tested as and to the extent required by any legislation prior to the date on which a vehicle test certificate is first required or (as the case may be) on the expiry date of the last such certificate;

6.1.15 not use or permit the Vehicle to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres; and

6.1.16 where applicable, maintain in force for the Rental Period a valid "Operator's Licence" (as defined in the Goods Vehicles (Licensing of Operators) Act 1995). Prior to the commencement of the Rental Period, the Hirer shall present its Operator's Licence to AVR and AVR shall be entitled to take a copy for its records. Further, AVR shall be entitled to request the Hirer to produce the Operator's Licence at any time during the Rental Period.

7. Insurance

7.1 The Hirer will, throughout the term of the Contract and without prejudice to the liability of the Hirer to AVR, keep the Vehicle (including any Replacement Vehicle provided) fully and comprehensively insured with an insurance company of good repute or with Lloyd's Underwriters against loss or damage from all risks (including third party risks). The Hirer shall, on or before commencement of the Rental Period, notify its insurers that the Vehicle is on hire from AVR and request the insurers to endorse a note of such interest on its insurance policy naming AVR as loss payee. AVR shall be entitled to request the Hirer to produce the policy of insurance, the premium receipts and insurance certificate. Further, the Hirer shall not use or allow the Vehicle to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated. If the Hirer shall make any default in the payment of any premium in respect of the insurance AVR may at its discretion pay such premium in which event the Hirer shall repay the amount thereof to AVR on demand. The Hirer shall indemnify AVR against all loss or damage suffered by AVR arising from any theft or damage to the Vehicle not recoverable under the policy of insurance including without limitation any difference between the total of AVR's outstanding finance commitments in respect of the Vehicle and the amount of the insurance monies paid by the insurer in respect of the Vehicle.

7.2 Where any event or accident shall occur which is a risk covered by the Hirer's insurance, the Hirer shall immediately notify AVR thereof, shall not compromise any claim without the consent of AVR, shall allow AVR to take over the conduct of negotiations (except in relation to claims of the Hirer for personal injuries, loss of use of the Vehicle, or loss or damage to the property of the Hirer unconnected with the Vehicle) and shall at the expense of the

Hirer take such proceedings (in the sole name of the Hirer or jointly with AVR) as AVR shall direct, holding all sums recovered, together with any monies received by the Hirer under its policy of insurance, on trust for AVR and paying or applying the same as AVR directs and as herein provided. If any Vehicle is declared a total loss, the hire thereof shall terminate upon receipt by AVR of sufficient insurance proceeds to enable all outstanding finance for the Vehicle to be settled. In such event AVR shall apply any proceeds of insurance received by it at its option:

7.2.1 towards a replacement of equivalent value which replacement shall be deemed to be a Replacement Vehicle as defined in this Agreement for all purposes and the Hirer shall continue to be liable to pay Rental Charges as if such loss had not taken place; or

7.2.2 in or towards payment to AVR of the sum necessary to compensate AVR for the loss of profit suffered as a result of the loss of that Vehicle.

7.3 AVR shall have the right itself to repair or have repaired any Vehicle which is the subject of an accident or a mechanical breakdown. If AVR does not choose to do so the Hirer shall be liable to reinstate or repair at its own expense (but subject to any insurance proceeds) a Vehicle which has not become a total loss.

7.4 The Hirer will be liable to pay to AVR any amount deducted by the insurers by way of applicable VAT, any excess or in respect of damage caused to the Vehicle prior to the date of total loss, and (subject to the application of insurance proceeds under Condition 7.2.2 above) shall indemnify AVR against all and any loss suffered by it in consequence of the loss or destruction of the Vehicle.

8. General Liability

8.1 The Hirer shall be solely responsible for and hold AVR fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by AVR as a result of any accident involving the Vehicle (other than death or personal injury resulting from the negligence of AVR, its employees or agents).

8.2 AVR does not hire the Vehicle subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose or age of the Vehicle and any conditions and warranties are hereby expressly excluded insofar as permitted by statute and (save for AVR's liability for death or personal injury caused by the negligence of AVR, its employees or agents) AVR will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use.

8.3 The Hirer shall be solely responsible for and hold AVR fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by AVR as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Contract.

9. Ownership

9.1 The Vehicle shall at all times remain the property of AVR and the Hirer shall have no rights to the Vehicle other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of AVR in respect of the Vehicle is or may be prejudicially affected.

10. Termination

10.1 The Rental Period for a Vehicle shall commence on the date and time specified in the Rental Agreement and shall end:

10.1.1 on the day specified in the Rental Agreement; or

10.1.2 upon the Vehicle being declared a total loss in accordance with the provisions of Condition 7.2; or

10.1.3 where a Replacement Vehicle is either not available or AVR, acting in its discretion, does not make a Replacement Vehicle available in accordance with Condition 5.1.3; or

10.1.4 in accordance with the provisions of Condition 10.3 or 10.4.

10.2 Notice to terminate a Contract may not be given by the Hirer where the Vehicle is deemed to be in an unroadworthy condition.

10.3 Without prejudice to Condition 3.5 above if the Hirer shall commit a breach of these Conditions in respect of a Vehicle or shall do or allow to be done any act or thing which in the opinion of AVR may jeopardise AVR's rights in the Vehicle or any part thereof, then in each and every such case the Hirer shall be deemed to have repudiated the Contract in respect of that Vehicle and AVR may thereupon or at any time within 3 months thereafter by notice in writing to the Hirer for all purposes forthwith terminate the Contract.

10.4 If any of the following events shall occur, namely:

10.4.1 if any distress, execution, or other legal process shall be levied on or against the Vehicle or any part thereof or against any premises where the same may be or against any of the Hirer's goods or other property or the Hirer shall permit any judgement against it to remain unsatisfied for 7 days; or

10.4.2 if the Hirer, being an individual, shall die, shall suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order; or

10.4.3 if the Hirer, being a body corporate, shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertaking or assets appointed, or shall suffer the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act 1986, or shall be deemed by virtue of s 123 of the Insolvency Act 1986 to be unable to pay its debts,

then in each and every such case the hire(s) constituted by all Contracts then current shall ipso facto and without notice terminate immediately and no payment subsequently accepted by AVR without knowledge of such termination shall in any way prejudice or affect the operation of this Condition.

10.5 The Hirer shall upon termination pay to AVR:

10.5.1 all sums accrued due and unpaid at the date of termination, together with interest thereon payable under Condition 3.5.2 hereof; and

10.5.2 the cost of all repairs required as at the date of termination (other than those for which AVR has assumed responsibility under Condition 7.3 above); and

10.5.3 any other sums which are or become due to AVR or to which AVR is entitled by way of damages.

10.6 On termination of a Contract howsoever or whenever occasioned, the Hirer shall no longer be in possession of the Vehicle with AVR's consent and shall (unless otherwise agreed with AVR) forthwith return the Vehicle (including each Vehicle's spare wheel, tyres, tools, handbook and service vouchers and accessories where fitted) to AVR at such address as AVR may direct in good order and in good working condition and at the Hirer's expense and risk (other than where it has been agreed that AVR shall collect in which case the Hirer shall pay the collection fee stated in the Rental Agreement). Without prejudice to the foregoing or to AVR's claim for sums due under these terms and conditions, AVR or its authorised representatives may at any time after such termination or expiry of the Hire Period without notice retake possession of the Vehicle and for such purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for all costs, charges and expenses so incurred in retaking possession of the Vehicle as aforesaid. The Hirer shall also bear the reasonable costs incurred by AVR at any time in ascertaining the whereabouts of the Vehicle and/or the Hirer.

10.7 The termination of the Contract shall not affect any rights of AVR or liabilities of the Hirer subsisting at the date of termination.

11. Continuation Payment

11.1 Without prejudice to the provisions of Condition 10.6 hereof, as from the due expiration of the Rental Period and until such time as the Vehicle shall have been returned, the Hirer will continue to make payments at the same rate as the Rental Charges up to and including the date of return to AVR.

11.2 This Condition shall not confer upon the Hirer any right to the continued use or possession of the Vehicle.

12. Force Majeure

12.1 AVR will use all reasonable endeavours to discharge its obligations under this Contract in a prompt and efficient manner, however it shall not be liable for any failure or delay caused by circumstances beyond its reasonable control.

13. Forbearance

13.1 No forbearance indulgence or relaxation on the part of AVR shown or granted to the Hirer in respect of any of the provisions of this Contract shall in any way affect diminish restrict or prejudice the rights or powers of AVR under this Contract or operate as or be deemed to be a waiver of any breach by the Hirer of the Conditions.

14. Concurrent Remedies

14.1 No right or remedy herein conferred upon or reserved to AVR is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

15. Notices

15.1 Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter or delivery by hand to the address stated in the Rental Agreement. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

16. Waiver of Set Off

16.1 The Hirer hereby waives all and any future claims and rights of set off against any instalment of Rental Charges or any Additional Charges due hereunder and agrees to pay the Rental Charges and Additional Charges hereunder regardless of any equity, set off or cross-claim on the part of the Hirer against AVR.

17. Contracts (Rights of Third Parties) Act 1999

17.1 The parties intend that no other party shall have any right to enforce any provision of these terms and conditions whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18. Data Protection

18.1 In this Condition 18 "Data", "Personal Data", "Sensitive Personal Data", "Data Controller", "Data Processor", "EEA State" and "processing" shall have the same meanings attributed to each of them as defined in the Data Protection Act 1998 ("the DPA") and "Group Company" shall mean AVR, Alltruck Plc, Alltruck Body Shop Limited and any subsidiaries and holding companies (if any) (within the meaning of Section 736 of the Companies Act 1985) from time to time.

18.2 AVR will from time to time process Personal Data concerning the Hirer (and where applicable its employees, agents and officers) for the purposes set out in this Condition 18. AVR is the Data Controller in respect of the processing of such Personal Data. In addition, certain processing may be carried out by a Data Processor for and on behalf of AVR to achieve such purposes. In all cases such processing shall be carried out in accordance with the provisions of the DPA and AVR's notification (as amended from time to time) to the Information Commissioner made pursuant to the DPA.

18.3 The purposes referred to in Condition 18.2 above shall be for the administration of AVR's relationship with the Hirer in respect of the services provided from time to time under a Contract including (without limitation) in respect of the following matters:

18.3.1 the administration of AVR's accounts and records generally;

18.3.2 the administration of the Hirer's account with AVR;

18.3.3 credit referencing/credit check;

18.3.4 debt recovery (including tracing of debtors);

18.3.5 collection of and/or verification of a named driver's details including the copying and holding of relevant driving licenses;

18.3.6 insurance of the relevant vehicle and/or administration of any claims pursuant thereto and/or payment of premiums pursuant thereto;

18.3.7 the handling and/or administration of claims and/or litigation arising out of such Contract to which AVR is either claimant or defendant;

18.3.8 marketing, advertising and other public relations relating to products and services of AVR or any other Group Company to which AVR (at its sole discretion) determines that the Hirer may be interested in receiving such details;

18.3.9 the administration of the relationship between AVR and any finance company/organisation(s) which has an interest in the subject matter of such Contract in accordance with the terms of the relevant agreement between AVR and such finance company/organisation(s);

18.3.10 general compliance (including without limitation dealing with health and safety issues, operators licence issues, road offences, vehicle ownership and other like issues, and using vehicles outside the UK); and/or

18.3.11 the prevention of fraud and/or money laundering

and the processing required to achieve such purposes will, where appropriate, involve the disclosure of such Personal Data and/or Sensitive Personal Data to persons including (without limitation):

18.3.12 employees of AVR or those of any other Group Company;

18.3.13 any other Group Company;

18.3.14 other trading divisions of AVR;

18.3.15 relevant Data Processors;

18.3.16 professional advisors of AVR or those of any other Group Company;

18.3.17 the finance company/organisation(s) referred to in 18.3.9;

18.3.18 any other persons relevant to such Contract to enable (from time to time) AVR to provide the services under such Contract;

18.3.19 (if required for AVR to provide the services under a Contract and in respect of those persons set out in sub-paragraphs 18.3.10, 18.3.11, 18.3.12, 18.3.13, 18.3.14, 18.3.15 and 18.3.16) persons outside of an EEA State (to which extent the Hirer hereby acknowledges that the countries in which such persons are situate may not have data protection legislation to the same extent as the DPA and further acknowledges the risk involved in the disclosure/transfer of such personal data and/or sensitive personal data); and/or

18.3.20 relevant bodies relating to compliance with those Conditions (including without limitation, DVLA, the police, H.M. Customs and Excise, the relevant vehicle inspectorate and/or the relevant health and safety executive); and/or

18.3.21 other persons where AVR is required to disclose in accordance with the DPA.

18.4 The nature of the Personal Data referred to in Condition 18.2 above will include personal details including (without limitation) contact details; where required, financial details; where required, Sensitive Personal Data; details of the Hirer's trading history with AVR including (without limitation) details of products and services provided to the Hirer by AVR; and all other relevant details required under a Contract.

18.5 The Hirer hereby agrees and acknowledges the provisions of this Condition 18 and hereby explicitly consents to AVR processing its Personal Data and/or Sensitive Personal Data in accordance with this Condition 18.

19. Severability

19.1 If any provision of this Contract shall be held to be invalid, illegal or unenforceable (in whole or in part) under applicable law such provision or part shall to that extent be deemed not to form part of this Contract but the remainder of this Contract shall continue in full force and effect.

20. Governing Law

20.1 This Contract shall be governed by and construed in accordance with the Law of England. The Hirer irrevocably submits to the non-exclusive jurisdiction of the English Courts.