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7 Contract Price

7.1 Unless otherwise agreed by %7)OHHW6ROWLRQ in writing the price for Services shall be BT Fleet Solution's retail price in effect on the date of completion or deemed completion of performance of the Services and which %7)OHHW6ROWLRQ shall inform You of on each time You buy the Services.

7.2 Unless stated otherwise prices are exclusive of any value added tax or other similar taxes or levies or insurance which %7)OHHW6ROWLRQ will add to Your invoice. If You are a Consumer %7)OHHW6ROWLRQ shall inform You of all prices inclusive of VAT.

8 Payment Terms

8.1 Unless BT Fleet Solutions has agreed otherwise in writing, You shall pay the Total Price to BT Fleet Solutions before or when collecting the Vehicle, or in the case of Supplies, before or on delivery of them.

8.2 Where You pay BT Fleet Solutions by cheque, BT will not consider that You have paid until the cheque has cleared.

8.3 If %7)OHHW6ROWLRQ has agreed with You that You have a credit account with %7)OHHW6ROWLRQ %7)OHHW6ROWLRQ shall submit an invoice to You for the Total Price (plus VAT) and You shall make full payment to %7)OHHW6ROWLRQ at the address stated on the invoice within 30 days of the date of the invoice. BT Fleet Solution's preferred method of payment is by BACS transfer.

8.4 If You have a genuine dispute in respect of the invoice or Total Price, in whole or in part, You shall promptly notify %7)OHHW6ROWLRQ of the nature of such dispute in writing. You may only obtain a refund, in whole or in part, for Supplies if:

D %7)OHHW6ROWLRQ is in material breach of the Contract; or

E the Supplies were faulty;

and in each case if You seek a refund from %7)OHHW6ROWLRQ, You must produce the relevant invoice or other appropriate document.

8.5 If any sum due from You to %7)OHHW6ROWLRQ under the Contract or any other contract is not paid on or before the due date for payment then all sums which You owe to %7)OHHW6ROWLRQ at that time shall become due and payable immediately. In addition to any other right or remedy available to %7)OHHW6ROWLRQ those set out in clause 9 below, %7)OHHW6ROWLRQ may:

D cancel or suspend its performance of the Contract or any order including suspending provision of any Service or other service until You have made satisfactory arrangements with %7)OHHW6ROWLRQ for payment or credit;

E put any payment made by You towards those Services (or any services supplied under any other contract between You and %7)OHHW6ROWLRQ) or as

%7)OHHW6ROWLRQ may think fit;

F suspend performance of Services remaining to be carried out; and

G charge You (i) interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of eight per cent (8%) per annum above the base lending rate of Barclays Bank plc prevailing from time to time until payment is made in full; and (ii) the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

9 If You Fail to Pay

9.1 Until You have finished paying (and any cheques have been cleared) on the due date of all sums that You owe to %7)OHHW6ROWLRQ:

D any Supplies shall remain BT Fleet Solution's property;

(b) BT Fleet Solutions shall be entitled to keep hold of the Vehicle and/or all Supplies in BT Fleet Solution's possession or under its control in relation to all sums You owe %7)OHHW6ROWLRQ even if the unpaid sums do not relate to the Vehicle held. %7)OHHW6ROWLRQ shall further be entitled to charge You a reasonable sum for storage of the Vehicle and/or the Supplies from the due date for payment until the date of collection or delivery of the Vehicle and/or Supplies following Your full payment; and

F %7)OHHW6ROWLRQ may withhold a proportionate amount of any sums that You owe to %7)OHHW6ROWLRQ against any sums that %7)OHHW6ROWLRQ owes to You.

9.2 Unless You are a Consumer when this provision (and 9.3 below) shall not apply, if collection or delivery of the Vehicle and/or Supplies or any part of them takes place before You have finished paying all sums You owe to BT Fleet Solutions, the Supplies collected or delivered shall (irrespective of whether the Supplies have been fixed to the Vehicle or to any other motor vehicle, machine or structure) remain the property of %7)OHHW6ROWLRQ until all sums due by You to %7)OHHW6ROWLRQ have been paid in full.

9.3 If, before You have paid in full all sums You owe to %7)OHHW6ROWLRQ, You or any person acting through You or on Your behalf attempts to resell the Supplies or any part of them or sells the Vehicle, You shall hold the proceeds of any such sale on behalf of %7)OHHW6ROWLRQ, including insurance proceeds, and shall keep all such proceeds separate from Your monies or Your property and third parties so that You can pay any sums You owe to BT Fleet Solutions from these proceeds.

9.4 We may sell Your Vehicle to recover any unpaid charges. We can only do this after giving You 30 day's written notice that %7)OHHW6ROWLRQ intends to do so. If %7)OHHW6ROWLRQ sells any of Your goods and the proceeds from the sale are

greater than the amount You owe us, %7)OHHW6ROWLRQ will pay You any excess amount after taking off the costs of the unpaid sums.

10 Responsibility

10.1 %7)OHHW6ROWLRQ shall have in place insurance policies to the extent required by law with a reputable insurer to insure the Vehicle whilst in BT Fleet's control. This insurance ceases to be in force and You shall have responsibility for the Vehicle from the point when %7)OHHW6ROWLRQ returns the Vehicle to You or Your representative or from the point when %7)OHHW6ROWLRQ returns the keys of the Vehicle either to You or to a location which it has agreed with You or Your representative.

10.2 Before You allow the Vehicle into BT Fleet's possession, You must empty the vehicle of personal belongings and any other articles. While the Vehicle is in BT Fleet's possession, BT Fleet Solutions shall not be responsible for any personal belongings or articles left inside the Vehicle by any person. 10.3 You shall ensure that at the time a Vehicle passes into BT Fleet's possession there are no items in or on the Vehicle that present a risk or hazard to BT Fleet's people or property, and You shall be liable for any damage or harm arising from such a risk or hazard.

10.4 Risk in the Vehicle will pass to %7)OHHW6ROWLRQ when You deliver possession of the Vehicle to %7)OHHW6ROWLRQ, and risk in the Vehicle will remain with %7)OHHW6ROWLRQ until the sooner of: (i) two (2) hours after %7)OHHW6ROWLRQ informed You that the Vehicle is available for collection; or (ii) the point when %7)OHHW6ROWLRQ returns the key to the Customer or to a location agreed with You or Your representative.

11 Warranty of Quality of Services

11.1 Subject to the provisions of Condition 12.4, if there is a defect in the Services or Supplies caused by BT Fleet's faulty workmanship or a defect in those Supplies, %7)OHHW6ROWLRQ agrees to rectify that defect free of charge as long as:

D the defect arises within the sooner of 12 months of BT Fleet's delivery of the Services or Supplies or before the Vehicle has been driven 12,000 miles after completion of the Services (the "Guarantee Period");

(b) You bring the Vehicle to the %7)OHHW6ROWLRQ premises where You received the Supplies or Services within seven days of Your becoming aware of the defect unless to do so would materially increase damage or it would be unsafe to do so;

F You produce an invoice or other documents issued at time of original purchase;

G You produce documents to show that the Vehicle was serviced at the times and in line with manufacturer guidelines during the Guarantee Period; and

H You take all reasonable steps to reduce any damage which the defect may cause.

11.2 The warranties set out in this document are the only warranties which shall be given by %7)OHHW6ROWLRQ and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. However, if You are a Consumer, this Condition shall not apply and the provisions of Condition 3.1 shall apply in addition to the warranty contained in Condition 11.1.

12 Exclusions and Limitation of Liability

12.1 Neither %7)OHHW6ROWLRQ nor You exclude or restrict liability for:

12.1.1 death or personal injury caused by its own negligence or negligence of its employees or agents acting in the course of their employment or agency;

12.1.2 fraud (including fraudulent misrepresentation); or

12.1.3 any matter for which it would be illegal to exclude or limit or attempt to exclude or limit its liability (and for the avoidance of doubt, nothing in this Condition excludes or limits any statutory rights of a Consumer).

12.2 Except as provided in Condition 12.1, neither %7)OHHW6ROWLRQ nor You will have any liability to the other whether in contract (by way of indemnity or otherwise), tort (including negligence), breach of statutory duty, restitution or otherwise for any of the following types of losses:

12.2.1 pure economic loss, loss of profit, loss of business, loss of revenue, loss of contracts, loss or depletion of goodwill and/or business opportunity

(including pecuniary losses from loss or damage to goodwill), loss of anticipated earnings or saving or like loss, loss of destruction of data; 12.2.2 wasted management, operational or other time, or from business interruption;

12.2.3 any special, indirect or consequential losses;

even if such losses are foreseeable and/or %7)OHHW6ROWLRQ or the Customer has been advised of or is aware (or reasonably should have been aware) of the possibility of the other Party incurring or suffering such losses.

12.3 The maximum liability of %7)OHHW6ROWLRQ to You under the Contract of any sort (including any liability because of our negligence) is limited to £1

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million for any one event or any series of events and in any 12 month period to £2 million in total.

12.4 BT Fleet Solutions shall have no liability to You under the Contract:

(a) for any defect arising from normal wear and tear, Your misuse of the Vehicle, or failure to follow BT Fleet's reasonable instructions (whether oral or in writing); or

(b) if the Total Price has not been paid by the due date for payment; or

(c) for any Services provided in accordance with Your direct specification, instruction or recommendation issued by You; or

(d) for any type of defect, damage or wear specifically excluded by BT Fleet Solutions by notice in writing in the Contract; or

(e) if You have made alterations or repairs to the Vehicle without BT Fleet Solution's consent during the Guarantee Period; or

(f) BT Fleet Solutions did not provide the defective services or the defective parts; or

(g) the Supplies were in good working order when BT Fleet Solutions provided them to You but You or a person other than BT Fleet Solutions misused, tampered with or fitted them incorrectly; or

(h) You continue to use the Vehicle despite the defects being apparent (other than to bring it to BT Fleet Solutions under 11.1(b)); or

(i) if BT Fleet Solution's failure to provide the Services or Supplies in accordance with the Contract arises as a result of any act or omission of You, or any of Your employees, agents, representatives, subcontractors or officers.

12.5 BT Fleet Solutions will not be liable for any losses which were not reasonably foreseeable at the time of entering into the Contract incurred as a result of BT Fleet's failure to comply with this Contract or its negligence.

12.6 In the event that we notify you of a defect in the vehicle which renders the vehicle unsuitable for use until such defect has been repaired we shall not be held responsible for whatever consequences arise from any further use of the vehicle before the said defect is rectified. In addition if in our reasonable opinion such defect is likely to have consequential effects on any other work we have carried out such further use shall invalidate any warranty or guarantee given in respect of such Supplies or Services.

12.7 BT Fleet Solutions assumes that TUPE will not apply to the provision of the Services to You under any Contract and that no that no TUPE related costs will arise as a consequence of BT Fleet Solutions providing Services to You. Should the contract of employment of any Employee transfer (or be alleged to transfer) to BT Fleet Solutions pursuant to TUPE at any time as a result of BT Fleet Solutions providing the Services, BT Fleet Solutions shall be entitled to terminate such contract of employment. You shall indemnify BT Fleet Solutions and keep BT Fleet Solutions indemnified against any and all Employment Liabilities arising out of or in connection with:

12.7.1 the employment and or termination of employment of any Employee, which for the avoidance of doubt shall include, without limitation, any termination of employment pursuant to Condition 12.7 and the obligation to inform and consult with any of the Employees or any employee representatives under TUPE;

12.7.2 any other matter for which Employment Liability transfers to BT Fleet Solutions pursuant to TUPE as a result of BT Fleet Solutions providing the Services, including any and all claims of any Employee which have their cause or origin prior to the relevant transfer date.

13 Collection and Delivery

13.1 This Condition 13 shall only apply if it has been expressly agreed together with the appropriate charges, in writing in the Contract that it will.

13.2 Where this Condition applies, BT Fleet Solutions will, subject to 13.3:

(a) offer collection and delivery as part of the Services; and

(b) notify You of booking lead-times, any applicable rates and relevant post codes from time to time.

13.3 Condition 13.2 shall only apply if:

(a) the Vehicle has a gross vehicle weight of less than 3,500 kg; and

(b) the Vehicle is available at the time and location You gave to BT Fleet Solutions when You requested the Service; and

(c) the Vehicle has sufficient fuel for a return journey to BT Fleet Solution's relevant site; and

(d) the Services You require include a manufacturer's scheduled service (excluding minor repairs or checks that can be completed while You wait).

13.4 If, in breach of 13.3(b) above You fail to make the Vehicle available then BT Fleet Solutions may charge You for any collection and delivery at a rate of £35.00 plus VAT on each occasion that You fail to make the vehicle available for collection as agreed.

13.5 If in breach of 13.3(c) above there is not sufficient fuel in the vehicle BT Fleet Solutions will, at Your request, put fuel into the Vehicle at a cost of £2.00 plus VAT per litre. If You or the Authorised Driver refuses to allow BT Fleet Solutions to fuel the Vehicle then BT may charge You at the rate stated in Condition 13.4.

13.6 BT Fleet Solutions does not provide the collection and delivery service at weekends.

13.7 Where BT Fleet Solutions provides a collection and delivery service, BT Fleet Solutions may leave an alternative vehicle at the agreed location for collection. Where it is not possible to park this alternative vehicle at no cost, You shall be liable for any parking charge incurred by BT Fleet Solutions.

14 Courtesy Vehicles

14.1 This Condition 14 shall only apply where it is expressly agreed in writing in the Contract that it will.

14.2 Where this Condition applies BT Fleet Solutions will provide a courtesy vehicle as long as:

(a) the Services You require include a manufacturer's scheduled service or repair (excluding minor repairs or checks that can be completed while You wait); and

(b) You sign a courtesy vehicle agreement, which shall be incorporated into this Contract by this reference to it together with any appropriate charges.

14.3 BT Fleet Solutions does not provide courtesy vehicles at weekends.

14.4 If You fail to collect any courtesy vehicle made available to You by BT Fleet Solutions then BT Fleet Solutions may charge You for that courtesy vehicle at a rate of £35.00 plus VAT on each occasion that You fail to collect the courtesy vehicle as agreed.

15 Subcontracting, Assignment and Third Party Rights

15.1 You shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without BT Fleet Solution's prior written consent.

15.2 BT Fleet Solutions may assign, charge, subcontract or transfer the Contract or any part of it to any person.

15.3 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16 Matters beyond BT Fleet Solution's Reasonable Control

If BT Fleet Solutions is unable to perform any obligation under this Contract because of something beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, civil disorder, war, military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving BT Fleet Solution employees), BT Fleet Solutions will have no liability to You for that failure to perform.

17 If You Breach this Agreement

17.1 BT Fleet Solutions may immediately suspend further performance of the Contract or cancel any outstanding provision of Services or end the Contract by notice in writing to You without liability to BT Fleet Solutions if:

(a) You breach any of Your obligations under the Contract in a way which is incapable of remedy or if You fail to remedy the breach within a reasonable time of being asked to do so;

(b) BT Fleet Solutions finds out that Your property has been taken away from You to pay off Your debts, or a receiving order has been made against You;

(c) You (if You are a partnership) or Your partner offer to make any arrangements with or for the benefit of the creditors of You or Your partner generally or there is presented in relation to You or Your partner a petition of bankruptcy;

(d) You (if You are a limited company) are considered to be unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986 or You call a meeting for the purpose of passing a resolution to wind up Your company, or such a resolution is passed or You present or have presented a petition to wind up or present or have presented a petition to appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of Your business, undertaking, property or assets.

17.2 Even if the Contract ends or is suspended under Condition 17.1 above You shall still be liable to pay BT Fleet Solutions at the Contract rate for all Services provided up to and including the date on which the Contract ends or is suspended. The fact that the Contract has ended shall not affect the rights or remedies of either party for any breach that took place before the Contract ended.

18 General

18.1 **Mitigation:** Each Party shall use reasonable endeavours to mitigate any and all losses, damages, interest, costs or expenses that it may suffer or incur, and which it desires to make recovery in whole or in part from the other party, whether by way of indemnity or otherwise, including, without limitation, incurring costs and expenses on a reasonable and proper basis.

18.2 **Intellectual Property:** Any intellectual property rights (including any patent, copyright, database right, moral right, design right, registered design trade mark, service mark, domain name, know-how, utility model, unregistered design or where relevant any application or any such right or other industrial or intellectual property right subsisting in any part of the world) created by BT Fleet Solutions in the course of the performance of the Contract or otherwise in the provision of the Services shall remain BT

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Fleet's property. Nothing in the Contract shall be considered to have given You a licence or any other right to use any of BT Fleet's intellectual property rights.

18.3 Corruption and Bribery: The Parties shall, and shall procure, that its directors, employees, agents, representatives and contractors shall:

18.3.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;

18.3.2 not engage in any activity, practice or conducts which would constitute an offence under the Bribery Act 2010; and

18.3.3 have and maintain in place its own policies and procedures to ensure compliance with the Bribery Act 2010

18.4 **Partnership:** Nothing in the Contract shall create, or be considered to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

18.5 **Breach:** If one party allows the other to breach the Contract this shall not prevent either party from taking action against the other about that breach and their actions shall not be considered to be a waiver of any subsequent breach of that or any other provision.

18.6 **Severability:** If at any time any one or more of the Conditions of the Contract (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be considered to be omitted from the Contract. The validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected by that omission.

18.7 **Entire Agreement** The Contract sets out the entire agreement and understanding between You and BT Fleet Solutions in connection with the provision of the Services and shall update and replace all documentation previously issued by BT Fleet Solutions setting out its terms and conditions of provision of the Services. Each Party acknowledges and agrees that in entering into this Contract it has not relied upon, and shall have no rights or remedies

(whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any person (whether party to this Contract or not) in relation to the subject matter of this Contract, except for those contained in this Contract.

19 Law and Jurisdiction

19.1 If You are a Consumer:

19.1.1 where the BT Fleet Solutions depot which delivers the Services is located in England and Wales the Contract shall be governed by English law and 19.1.2 where the BT Fleet Solutions depot which delivers the Services is located in Scotland the Contract shall be governed by Scottish law.

19.2 If You are not a Consumer, the Contract shall be governed by English law.

19.3 Any court proceedings must be taken at a court within the United Kingdom.

DATA PROTECTION – You understand that, where BT Fleet Solutions holds information about You, BT Fleet Solutions may use such information to take up references, search the files of credit reference agencies and carry out credit checks and such enquiries as BT Fleet Solutions considers necessary. The fact that a search has been made will be recorded by each credit reference agency and lenders and others authorised to search such credit reference agencies may have access to such data for the purposes of credit assessment, debtor tracing and fraud prevention.

In addition, BT Fleet Solutions may use the information to send to you customer satisfaction surveys or other documents seeking your feedback on the quality of service you have received from us. BT Fleet Solutions may also use such information to inform you about products and services that BT Fleet Solutions thinks may be of interest to you. BT Fleet Solutions will only disclose such information to our affiliated or associated companies, agencies or dealers. If you do not wish to receive such details then you should write to us at the following address: BT Fleet Solutions Limited, Data Subject Access Manager, PP 2.3, Parkside Business Park, Mile Lane, Coventry, CV1 2TR.

Both Parties agree that they shall at all time during the Contract comply with all obligations and principles of the Data Protection Act 1998 or any legislation that replaces it in whole or in part, and any other applicable data protection legislation