

SCANIA (GREAT BRITAIN) LIMITED

COURTESY CAR TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Courtesy Car Terms:

“Authorised Signatory” means a person authorised by us to sign on our behalf;

“Branch” means the Scania branch, depot or dealership that you collect and return the Vehicle to and from;

“Courtesy Car Terms” means the terms and conditions set out in this document together with any additional terms agreed in writing and signed by an Authorised Signatory;

“Customer”, “you” or “your” means the person or legal entity responsible for the Vehicle taken from Scania under the Courtesy Car Terms as set out in the entry form;

“Date Due In” means the date the Vehicle is due to be returned to Scania as agreed between the parties and as set out in the entry form;

“Date Out” means the actual date the Vehicle is handed over to the Driver in accordance with these Courtesy Car Terms as set out in the entry form;

“Driver” means the person receiving the Vehicle from Scania acting as agent on behalf of the Customer;

“Loan Period” means the period between the Date Out and the Date Due In;

“Losses” means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, expense (including legal and other professional services expenses on a full indemnity basis) or proceedings awarded against, suffered, incurred or paid by Scania (and **“Loss”** shall be construed accordingly);

“Normal Working Hours” means between 8:00am-17:00pm during a Working Day;

“Penalties” means any fine, offence, penalty, charge, traffic violation, congestion charge, fee, court cost, regulatory charge and any other similar cost directly or indirectly imposed on Scania as a result of your use of the Vehicle;

“Scania”, “we”, “us” and/or “our” means Scania (Great Britain) Limited, registered in England with company number 00831017 and with a registered office at Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8HB;

“Vehicle Check-In Report” means a document signed off by the Branch confirming the condition of the Vehicle at the point of the Date In;

“Vehicle Check-Out Report” means a report signed off by the Branch confirming the condition of the Vehicle prior to supply to the Customer;

“Vehicle” means the courtesy car provided by Scania to the Customer pursuant to with these Courtesy Car Terms; and

“Working Day” means Monday to Friday, excluding any bank or public holidays in England and Wales.

1.2. In these Courtesy Car Terms:

- 1.2.1. Clause and schedule headings shall not affect the interpretation of these Courtesy Car Terms;
- 1.2.2. references to Clauses and Schedules are, unless otherwise provided, references to the clauses of and schedules to these Courtesy Car Terms;
- 1.2.3. A reference to a particular 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.
- 1.2.4. Unless a right or remedy is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies, whether statutory or otherwise.
- 1.2.5. Any phrase introduced by the words "including" or "includes" or similar shall be construed as illustrative and are deemed to have the words "without limitation" following them.

2. YOUR CONTRACT WITH US

- 2.1. The collection and use of the Vehicle signifies your acceptance of these Courtesy Car Terms.
- 2.2. You warrant that any Driver, employee or agent collecting the Vehicle and signing any agreement has full authority to do so. This authority includes any checks on condition, agreement of work required, acknowledgement of Vehicle Check-In or Vehicle Check-out Report and authorisation to proceed at the Customer's cost.

3. RENTAL PERIOD & CHECK OUT

- 3.1. You will be entitled to use the Vehicle for the Loan Period. We may agree to extend this Loan Period but are under no obligation to do so. If you do not return the Vehicle on time to the Branch, you are in breach of these Courtesy Car Terms. We shall charge you £50.00 (fifty pounds Sterling) for every day or part day you have the Vehicle after you should have returned it to us. We may also charge all additional costs incurred in obtaining and administering the late return of the Vehicle. All of your responsibilities for the Vehicle during the Loan Period shall continue in full until the Vehicle is returned to us, even if the Vehicle is returned to us later than the Date Due In.
- 3.2. When you take delivery of a Vehicle, the Branch may inspect the Vehicle to check its condition and record the same on the Vehicle Check-Out Report which your representative may sign by way of acknowledgement.
- 3.3. If there is no Vehicle Check-Out Report, we shall be entitled to rely on the last available Vehicle Check-In Report and any records of remedial work, and this shall be definitive of the condition of the Vehicle at the Date Out.

4. USE OF VEHICLE

- 4.1. The Vehicle may be used only for the purposes of collecting and delivery of another vehicle belonging to or registered to you or the Driver to or from our workshop. The Vehicle is not to be used for any other purpose. In the event you use the Vehicle for any other purpose than that described herein, you may at our discretion forfeit your eligibility for future courtesy cars.
- 4.2. The Vehicle may only be used by a Driver nominated by you and approved by us as set out in clause 4.3 below.

- 4.3. The Vehicle may only be used by a Driver with a driving license deemed satisfactory to Scania for use of the Vehicle, and who has provided Scania with an up-to-date licence check prior to receiving the Vehicle, so that Scania can conduct a licence check on the Driver. If Scania are not satisfied with the result of the licence check, they have the right to refuse to provide the Driver with the Vehicle.
- 4.4. The Vehicle is hired "as is" and we do not hire the Vehicle to you with any express, implied or statutory condition or warranty and all conditions and warranties are expressly excluded to the fullest extent permitted.
- 4.5. You are responsible for all costs incidental to your use of the Vehicle including bridge, ferry or road tolls or similar charges.

5. CUSTOMER OBLIGATIONS

- 5.1. You must look after the Vehicle and the keys to the Vehicle. You must always lock the Vehicle when you are not using it, provide proper and secure parking for it, and use any security device fitted to or supplied with the Vehicle. You must always protect the Vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel. You are responsible for any damage to the Vehicle including but not limited to damage caused by neglect or abuse, accidental damage, and hitting low level objects, or other damage.
- 5.2. You must not sell, rent, lend, lease or dispose of the Vehicle or any of its parts. You must not give anyone any legal rights over the Vehicle.
- 5.3. You must not let anyone work on the Vehicle without our permission. If we do give you permission, we will only give you a refund of agreed proper costs against a valid receipt for the work.
- 5.4. You agree to notify us as soon as any accident occurs. You must provide us with:
 - 5.4.1. Location of the incident;
 - 5.4.2. date and time of the incident;
 - 5.4.3. details of the incident including which party was at fault;
 - 5.4.4. photographs of the scene including any damage to the Vehicle and third-party vehicles; and
 - 5.4.5. any other information that we reasonably request.
- 5.5. You agree to notify us if the Vehicle is seized or clamped. You must provide us with any information we request in respect of this.
- 5.6. You agree to insure the Vehicle with fully comprehensive insurance (covering third-party damage to another vehicle or person, as well as fire, theft and damage to the Vehicle) for its full replacement value prior to the Date Out until return of the Vehicle. Only Drivers insured under your policy can drive the Vehicle. You agree to provide us with a copy of the insurance certificate prior to the Date Out. We may reserve the right not to release the Vehicle to you or the Driver if you have not provided us with a copy of the insurance certificate prior to the Date Out.
- 5.7. You must not:
 - 5.7.1. Smoke in the Vehicle (including the use of electronic cigarettes and vapes);
 - 5.7.2. carry any hazardous items in the Vehicle;

- 5.7.3. drive under the influence of alcohol and/or drugs;
 - 5.7.4. be unfit to drive the Vehicle due to any physical or mental impairment;
 - 5.7.5. eat or drink in the Vehicle;
 - 5.7.6. use a mobile device in the Vehicle;
 - 5.7.7. use the Vehicle for any illegal or immoral purpose; or
 - 5.7.8. use the Vehicle for any other purpose than the purpose described in Clause 4.1
- 5.8. If you have possession of the Vehicle overnight, you agree to park the Vehicle in a safe and secure location.
- 5.9. You agree that you will not load or cause a Vehicle to be loaded with dangerous goods (including, without limitation, radioactive, verminous, infected or contaminated goods or goods which prevent the Vehicle subsequently carrying any other goods) without our prior written consent. If you do so, you will be responsible for all legal and other consequences.
- 5.10. You agree that you will not load or cause the Vehicle to be loaded in contravention or in excess of the maximum carrying capacity applied to the Vehicle by any legal requirement and if you do so, you will be liable for all legal and other consequences.
- 5.11. You must not make or give any admission of liability or indemnity in respect of any accident, prosecution, inquest or incident as shall entitle the insurers of the Vehicle to repudiate the claim wholly or partly.
- 5.12. You must promptly give all such information and assistance as may be required by us or our insurers as a result of any such prosecution, inquest, accident or enquiry.

6. RETURN OF VEHICLE

- 6.1. You will return the Vehicle to the Branch you collected it from on or before the Date Due In. We shall charge you £50.00 for every day or part day you have the Vehicle after you should have returned it to us. We may also charge all additional costs incurred in obtaining and administering the late return of the Vehicle. All of your responsibilities for the Vehicle continue in full even if the Vehicle is returned to us late. We reserve the right to demand the return of the Vehicle at any point.
- 6.2. We reserve the right to request the Vehicle be returned with the same fuel level as at the Date Out. In addition, where the Vehicle has travelled in excess of 50 miles beyond the initial hire distance, it shall be subject to an excess mileage charge. In the event that you fail to comply with these requests, you agree to indemnify us for any Losses we may suffer as a result.
- 6.3. We will inspect the Vehicle as soon as reasonably practicable to assess whether any damage has been caused. We will write to you with the outcome of this assessment and will invoice you for any damage. If you return the Vehicle outside of Normal Working Hours, you remain liable for the Vehicle until the Vehicle has been inspected by Scania.
- 6.4. If we have to carry out repairs to put the Vehicle back into the condition it was in at Date Out, they will be carried out by a repairer we nominate, and you agree to reimburse us for all costs of those repairs or replacements within 30 days of receipt of an invoice from us. You acknowledge that you are not authorised to arrange recovery or repair of the Vehicle without our consent.

- 6.5. You will be liable for the cleaning costs to return the Vehicle to the condition it was in at Date Out. If we have to carry out cleaning, you agree to reimburse us for all costs of the cleaning within 30 days of receipt of any invoice from us.
- 6.6. You agree to return all keys relating to the Vehicle when you return the Vehicle on the Date Due In. If you fail to return or lose the keys, you agree to reimburse us for any replacement costs within 30 days of receipt of an invoice from us.
- 6.7. Before you bring back the Vehicle you must check that you have not left any personal belongings in the Vehicle. We shall not be responsible for any such items and they shall in any event be deemed abandoned if not claimed within 7 days.

7. LIABILITY

- 7.1. You accept all liability for all Loss or damage arising from the hire of the Vehicle from the Date Out to the actual return date of the Vehicle, however such damage or Loss is caused.
- 7.2. You agree to indemnify us against:
 - 7.2.1. all and any damage, costs, expenses, charges or liabilities arising from the hire of the Vehicle including any claims made against us;
 - 7.2.2. any Penalties we receive as a result of your use of the Vehicle;
 - 7.2.3. any cleaning costs;
 - 7.2.4. any replacement key costs;
 - 7.2.5. any Losses we suffer as a result of you breaching a term of these Courtesy Car Terms;
 - 7.2.6. any replacement fuel costs;
- 7.3. You accept all liability for Penalties incurred from the Date Out to return of the Vehicle and you agree to indemnify us from any and all Penalties incurred. If we do receive any Penalties, we will nominate you as the driver at the time the Penalty was incurred. If you do not deal with the Penalties and we have to deal with them, we will charge you an administration fee of £25.00 + VAT for the cost of our time in dealing with them.
- 7.4. Nothing in these Courtesy Car Terms shall limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 7.5. Except as provided for in Clause 7.4, we shall have no liability to you including for:
 - 7.5.1. any indirect, special or consequential Loss or damage;
 - 7.5.2. any Loss of profit or opportunity (whether considered to be a direct Loss or otherwise);
 - 7.5.3. any Loss of anticipated saving, bargain or Loss or margin (whether considered to be a direct Loss or otherwise); and
 - 7.5.4. your liability to any third party.

8. GENERAL

- 8.1. Our rights will not be prejudiced by any indulgence or forbearance we give you and no waiver we give will act as a waiver of any future breach of the same or another term.

- 8.2. Legal and beneficial ownership of the Vehicle shall remain vested in us, and we shall have the right to enter your premises to check compliance with these Courtesy Car Terms. We shall have the right to recover the Vehicle.
- 8.3. We may collect data in connection with these Courtesy Car Terms, such data will be collected and processed in accordance with relevant data protection legislation and our privacy policy, the current version of which can be found at: <https://www.scania.com/uk/en/home/admin/misc/legal/businesswith-scania.html>.
- 8.4. If any part of these Courtesy Car Terms is found to be invalid or unenforceable, the invalidity or unenforceability of such part shall not affect the other parts of these Courtesy Car Terms.
- 8.5. These Courtesy Car Terms 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.
- 8.6. These Courtesy Car Terms are governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.