

# MACS TRUCK (RENTAL LEASING) CO LTD (the Lessor) TERMS OF HIRE

Capitalised words have the meanings given to them in clause 17.

## 1. VEHICLE RENTAL

1.1 MACS TRUCK RENTAL shall hire the VEHICLE to the Lessee subject to these terms and conditions together with the HIRE CONTRACT and DEFECTS SCHEDULE.

1.2 THE RENTAL PERIOD starts on the commencement date stated on the HIRE CONTRACT and shall continue for the period as stated within the HIRE CONTRACT unless terminated earlier in accordance with these terms.

1.3 The Lessee shall pay the RENTAL PAYMENTS to MACS TRUCK RENTAL strictly in accordance with the PAYMENT SCHEDULE. The RENTAL PAYMENTS shall be paid in advance, by standing order or by direct debit payments.

1.4 The Lessee shall pay a credit card surcharge of the percentage that MACS TRUCK RENTAL itself incurs for processing any payment made to MACS TRUCK RENTAL by credit card. MACS TRUCK RENTAL reserves the right to carry out credit checks against the Lessee.

1.5 THE RENTAL PAYMENTS are exclusive 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.

1.6 All amounts due under these terms 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).

1.7 If the Lessee fails to make a payment due to MACS TRUCK RENTAL under these terms, without limiting MACS TRUCK RENTAL remedies under clause 7 (Termination), then the Lessee shall pay in addition to the overdue sum: (a) £25 for the first failure to make payment; (b) £50 for each subsequent failure to make payment; and (c) interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

1.8 Interest which may become payable under the HIRE CONTRACT will accrue each day at 7% a year above the Bank of England's base rate from time to time, but at 7% a year for any period when that base rate is below 0%.

1.9 The Lessee acknowledges and agrees that loss, damage or unavailability of the VEHICLE shall not affect continuance of these terms or its liability for the RENTAL PAYMENTS and the Lessee shall continue to pay the RENTAL PAYMENTS in full whilst the VEHICLE is (a) being repaired until the end of the RENTAL PERIOD; or (b) in the event of TOTAL LOSS, until MACS TRUCK RENTAL is in receipt of payment for the full replacement value of the VEHICLE or (if later) until the end of the RENTAL PERIOD.

1.10 THE DEPOSIT is a DEPOSIT against default by the Lessee of payment of any RENTAL PAYMENTS or any loss of or damage caused to the VEHICLE. If the Lessee fails to make any RENTAL PAYMENTS in accordance with the PAYMENT SCHEDULE and under these terms, or causes any loss or damage to the VEHICLE (in whole or in part), MACS TRUCK RENTAL shall be entitled to apply the DEPOSIT against such default, loss or damage and to request further payment if the DEPOSIT does not cover such default, loss or damage.

## 2. DELIVERY

2.1 The Lessee shall accept DELIVERY of the VEHICLE at MACS TRUCK RENTAL premises or at such other premises as may be agreed, in which case (unless agreed otherwise), the Lessee shall pay for the cost of DELIVERY.

2.2 MACS TRUCK RENTAL will deliver the VEHICLE in good condition and fit for the purpose for which it is intended (with the exception of damage noted in the Defect Schedule to be completed upon DELIVERY). The Lessee shall acknowledge receipt of the VEHICLE in this DELIVERY condition and, for this purpose, the Lessee is granted an opportunity to examine the VEHICLE at the time of DELIVERY and the representatives of each party shall complete and initial in the Defect Schedule as appropriate to evidence the condition of the VEHICLE upon DELIVERY. Failure by the Lessee to note any conditions upon initial handover may make the Lessee liable for such conditions upon return.

## 3. Title, risk and insurance

3.1 THE VEHICLE shall at all times remain the property of MACS TRUCK RENTAL, and the Lessee shall have no right, title or interest in or to the VEHICLE (save for the right to possession and use of the VEHICLE, subject to these terms).

3.2 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 MACS TRUCK RENTAL at the end of the term of the HIRE CONTRACT.

3.3 During the RENTAL PERIOD and the Risk Period, the Lessee shall, at its own expense, obtain and maintain comprehensive insurance policies covering the VEHICLE to a value not less than its full replacement value, insuring it against all usual risks of loss, damage (including fire and damage and shattered windscreen) or destruction through fire, theft or accident, and such other risks as MACS TRUCK RENTAL may from time to time nominate in writing.

3.4 All insurance policies procured by the Lessee shall be endorsed to provide MACS TRUCK RENTAL with at least twenty (20) business days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and name MACS TRUCK RENTAL 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.

3.5 The Lessee shall give immediate written notice to MACS TRUCK RENTAL in the event of any breakdown, loss, accident, damage, repair or claim relating to the VEHICLE arising out of or in connection with the Lessee's possession or use of the VEHICLE during the Risk Period.

3.6 In the event that damage is made to the VEHICLE during the Risk Period by the Lessee, the Lessee will make the necessary arrangements, with prior written consent from MACS TRUCK RENTAL, to make good the damage to the VEHICLE to a high standard and to the original specification, using original equipment manufacturer's parts unless otherwise permitted by MACS TRUCK RENTAL.

3.7 In the event of loss or damage to the VEHICLE, the Lessee shall itself pursue a claim under the terms of its insurance policy and shall keep MACS TRUCK RENTAL informed of the progress of the claim. MACS TRUCK RENTAL may, at MACS TRUCK RENTAL sole discretion, conduct negotiations and effect a reasonable settlement.

3.8 Any insurance proceeds shall be applied as follows, at MACS TRUCK RENTAL option: (a) in making good the damage; or (b) in replacing the VEHICLE with the same specification to which these terms shall apply; and/or; (c) in compensating MACS TRUCK RENTAL for all loss suffered.

3.9 If the Lessee's insurance monies are irrecoverable for any reason, are insufficient to repair or replace the VEHICLE or the insurers void cover for any reason, the Lessee shall indemnify MACS TRUCK RENTAL to the extent of the full repair cost or insurance value of the VEHICLE.

3.10 The Lessee shall in advance of the commencement date of the HIRE CONTRACT or any renewal date of its insurance policies, supply copies of the relevant insurance policies and proof of premium payment to MACS TRUCK RENTAL to confirm the insurance arrangements for the RENTAL PERIOD and/or Risk Period.

3.11 Notwithstanding the other terms of this agreement, the Lessee acknowledges that it is aware that MACS TRUCK RENTAL obtains third party finance from time to time in relation to the Vehicles. In the event of a default under a financing agreement or if MACS TRUCK RENTAL becomes insolvent or enters into an insolvency procedure the third party financier may but shall not be obliged to continue with the HIRE CONTRACT and may terminate it with immediate notice to the Lessee. Such termination shall be considered an additional termination event under clause 7 of this HIRE CONTRACT. In the event the third party financier elects to continue with HIRE CONTRACT and subject to the Lessee agreeing to indemnify the financier on the same terms as it indemnifies MACS TRUCK RENTAL under this HIRE CONTRACT, it shall not be obliged to provide maintenance in respect of the Vehicles as found in Clause 5 of this HIRE CONTRACT. The rental amounts payable from the date of such election shall be reduced by an amount equal to any maintenance portion of the rentals, to be determined by the financier, acting reasonably, as agreed by the Lessee (such agreement not to be unreasonably withheld). The third party financier provider in respect of the VEHICLE(s) shall be entitled to enforce this clause.

3.12 The Lessee agrees that the financier of the Vehicles shall have the right to visit or enter the Lessee's place(s) of business to ascertain the whereabouts of any Vehicles funded by it. The third party finance provider shall be entitled to enforce this clause.

## 4. Lessee's responsibilities

4.1 The Lessee shall during the term of the HIRE CONTRACT: (a) ensure that the VEHICLE is kept and operated in a suitable environment and used only for the purposes for which it is designed, and operated in a proper manner by qualified and trained competent persons in accordance with any operating instructions and legal requirements from time to time; (b) take such steps as may be necessary to ensure that the VEHICLE is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work; (c) carry out weekly maintenance services to the VEHICLE throughout the Risk Period; (d) at its own expense (save for the circumstances provided for in clause 5), maintain the VEHICLE in good and substantial repair (to MACS TRUCK RENTAL satisfaction and by authorised repairers approved either by MACS TRUCK RENTAL or the insurers in line with the conditions of the British Vehicle Rental and Leasing Association) in order to keep it in as good and operating condition as it was on the commencement date of the HIRE CONTRACT (save for fair wear and tear and any pre-existing damages noted in the Defect Schedule) including replacement of worn, damaged and lost parts, and shall make good any damage to the VEHICLE; (e) be responsible for any damage to tyres which is a result of misuse or negligence by the Lessee or its drivers, save for tyre general wear and tear which shall be included within the RENTAL PAYMENTS; (f) and be solely responsible for any damage caused to the VEHICLE during the RENTAL PERIOD Risk Period and pay MACS TRUCK RENTAL, within 7 days of MACS TRUCK RENTAL'S request, for the cost of repairing such damage and, if carried out by MACS TRUCK RENTAL, in accordance with the CURRENT TARRIF; (g) make no alteration to the VEHICLE and shall not remove any existing component(s) from the VEHICLE; (h) keep MACS TRUCK RENTAL fully informed of all material matters relating to the VEHICLE; (i) permit MACS TRUCK RENTAL or its duly authorised representative to inspect the VEHICLE at all reasonable times and for such purpose to enter upon any premises at which the VEHICLE may be located, and the Lessee shall grant reasonable access and facilities for such inspection; (j) maintain operating and maintenance records of the VEHICLE and make copies of such records readily available to MACS TRUCK RENTAL, together with such additional information as MACS TRUCK RENTAL may reasonably require and to make and provide to MACS TRUCK RENTAL any copies of such that MACS TRUCK RENTAL may request (at no cost); (k) 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 immediately notify MACS TRUCK RENTAL and the Lessee shall at its sole expense use its best endeavours to procure an immediate release of the VEHICLE and shall indemnify MACS TRUCK RENTAL on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation; (l) deliver up the VEHICLE at the end of the RENTAL PERIOD or on earlier termination of the HIRE CONTRACT at such address as MACS TRUCK RENTAL requires, or if necessary allow MACS TRUCK RENTAL or its representatives access to any premises where the VEHICLE is located for the purpose of removing the VEHICLE (at a cost for collection. (m) not do or permit to be done anything which could invalidate the insurances referred to in clause 3 (Title, risk and insurance); (n) indemnify MACS TRUCK RENTAL against any PENALTY CHARGES; (o) not sub-hire the VEHICLE; (p) only operate the VEHICLE in England, Scotland and Wales; (q) not without prior written consent of MACS TRUCK RENTAL, apply vinyls, stickers or other advertising signage to the VEHICLE, and if MACS TRUCK RENTAL'S consent is obtained then such must be removed prior to the end of the term of the HIRE CONTRACT and any damage is to be made good at the cost of the Lessee; (r) return the VEHICLE at the end of the RENTAL PERIOD free from damage and in a good and operating condition that is fit for purpose and in the condition the VEHICLE was in at the start of the RENTAL PERIOD save for reasonable wear and tear and with the exception of any damages noted in the Defect Schedule and; (i) in a clean and valeted condition; and (ii) readied for an inspection of the VEHICLE to be carried out with an ficer, employee, contractor or agent of MACS TRUCK RENTAL and, at either parties reasonable request, in the presence of a representative of the Lessee.

4.2 The Lessee acknowledges that any PENALTY CHARGES are its sole responsibility and in addition to clause 4.1 (n), it shall pay to MACS TRUCK RENTAL: (a) £35 for each time MACS TRUCK RENTAL receives or sends correspondence in relation to a PENALTY CHARGE as an administration charge, within 7 days of MACS TRUCK RENTAL invoice; and (b) as an indemnity, all losses and expenses incurred by MACS TRUCK RENTAL in paying any PENALTY CHARGES incurred through the Lessee's use of the VEHICLE during the Risk Period.

## 5. MACS TRUCK RENTAL'S responsibilities

MACS TRUCK RENTAL shall during the RENTAL PERIOD pay for periodic maintenance inspections (PMI) to be performed by a SERVICE PROVIDER every 6 weeks which shall be arranged by the Lessee who shall, if so required, deliver the VEHICLE to a SERVICE PROVIDER on a date and time to be agreed between the Lessee and the SERVICE PROVIDER. The Lessee shall promptly supply the inspection reports and photographs of the VEHICLE to MACS TRUCK RENTAL following the conclusion of any such PMI.

## 6. Liability

6.1 The restrictions on liability in this clause 6 apply to every liability of MACS TRUCK RENTAL arising under or in connection with the HIRE CONTRACT including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

6.2 Subject to clause 6.3, MACS TRUCK RENTAL'S total liability to the Lessee (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed £1,000,000 (one million pounds).

6.3 MACS TRUCK RENTAL shall not be liable to the Lessee under the HIRE CONTRACT for any: (a) loss of profit; (b) loss of revenue; (c) loss of business or contracts; (d) loss of anticipated savings; or (e) any indirect or consequential loss or damage, in each case however caused, even if foreseeable and which includes, but is not limited to, if the VEHICLE is unusable as a result of a breakdown, service or maintenance.

## 7. Termination

7.1 Without affecting any other right or remedy available to it, MACS TRUCK RENTAL may terminate the HIRE CONTRACT with immediate effect by giving notice to the Lessee and permanently deactivate the VEHICLE if: (a) the Lessee fails to pay any amount due under these terms on the due date for payment and remains in default not less than 5 days after being notified to make such payment; (b) the Lessee commits a material Breach of any other of these terms which Breach is irremediable or (if such Breach is remediable) fails to remedy that Breach within a period of 5 days after being notified to do so; (c) the Lessee repeatedly Breach es any of the terms in such a manner as reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to the terms of the HIRE CONTRACT; or (d) the Lessee suspends or ceases, or threatens to suspend or cease or if MACS TRUCK RENTAL has reasonable cause to believe that it may suspend or cease, carrying on all or a substantial part of its business.

7.2 MACS TRUCK RENTAL has the option to terminate the HIRE CONTRACT (as its sole discretion) with immediate effect by giving notice to the Lessee if TOTAL LOSS occurs in relation to a VEHICLE and the Lessee acknowledges and accepts that it shall continue to pay the RENTAL PAYMENTS for the longevity of the RENTAL PERIOD.

7.3 For the purposes of clause 7.1(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 MACS TRUCK RENTAL would otherwise derive from over the term of the HIRE CONTRACT from either a substantial portion of these terms or any of the obligations set out in clause 4.

## 8. Deactivation of the VEHICLE

8.1 If any of the events listed in clause 7.1 occurs, then MACS TRUCK RENTAL reserves the right to temporarily deactivate the VEHICLE to suspend the Less VEHICLE without notice until MACS TRUCK RENTAL (at its sole discretion) considers such Breach has been remedied by the Lessee.

8.2 If MACS TRUCK RENTAL deactivates the VEHICLE in accordance with clause 8.1, the Lessee acknowledges that it is still liable to continue making the RENTAL PAYMENTS for the RENTAL PERIOD.

## 9. Consequences of termination

9.1 Upon termination of the HIRE CONTRACT, however caused: (a) MACS TRUCK RENTAL'S consent to the Lessee's possession of the VEHICLE shall terminate and MACS TRUCK RENTAL may, by its authorised representatives, without notice and at the Lessee's expense, re-take possession of the VEHICLE and for this purpose may enter any premises at which the VEHICLE is located; and (b) without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to MACS TRUCK RENTAL on demand: (i) all RENTAL PAYMENTS and other sums due under the HIRE CONTRACT but which are unpaid at the date of such demand together with any interest accrued pursuant to clause 1.7(ii) any costs and expenses incurred by MACS TRUCK RENTAL in recovering the VEHICLE and/or in collecting any sums due under the HIRE CONTRACT (including any storage, insurance, repair, transport, legal and remarketing costs); and (iii) all costs and expenses incurred by MACS TRUCK RENTAL to repair and valet the VEHICLE.

9.2 Upon termination of the HIRE CONTRACT pursuant to clause 7.1, or upon any other repudiation of the HIRE CONTRACT by the Lessee which is accepted by MACS TRUCK RENTAL, without prejudice to any other rights or remedies of MACS TRUCK RENTAL, the Lessee shall pay to MACS TRUCK RENTAL on demand a sum equal to the whole of the RENTAL PAYMENTS that would (but for the termination) have been payable if the HIRE CONTRACT had continued from the date of such demand to the end of the RENTAL PERIOD.

9.3 The sums payable pursuant to clause 9.2 shall be agreed compensation for MACS TRUCK RENTAL'S loss. Such sums may be partly or wholly recovered from any DEPOSIT.

9.4 Termination or expiry of the HIRE CONTRACT 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 HIRE CONTRACT which existed at or before the date of termination or expiry.

## 10. Indemnity

As an obligation surviving termination of the HIRE CONTRACT, the Lessee shall indemnify MACS TRUCK RENTAL against any claims (including claims by the Lessee's officers, employees, agents and contractors) in respect of loss, injury or damage sustained as a result of the Lessee's use of the VEHICLE, or as a result of any defect in it, or otherwise howsoever caused.

## 11. Data Protection

11.1 Both parties will comply with all applicable requirements of the DATA PROTECTION LEGISLATION. This clause 11 is in addition to, and does not replace, remove or replace, a party's obligations or rights under the DATA PROTECTION LEGISLATION.

11.2 The parties acknowledge that for the purposes of the DATA PROTECTION LEGISLATION and the operation of the HIRE CONTRACT the Lessee is the CONTROLLER and MACS TRUCK RENTAL is the PROCESSOR. MACS TRUCK RENTAL may process PERSONAL DATA in the form of geographical data of the Lessee's officers, employees, contractors or agents whilst such may be operating the VEHICLE as it is fitted with a GPS tracking device for commercial purposes to protect MACS TRUCK RENTAL'S security over the VEHICLE and for crime prevention unless otherwise required or permitted by laws. MACS TRUCK RENTAL will only store the PERSONAL DATA for up to 12 months after the HIRE CONTRACT terminates. 11.3 Without prejudice to the generality of clause 11.1, the Lessee warrants to MACS TRUCK RENTAL and will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the PERSONAL DATA to MACS TRUCK RENTAL for the duration and purposes of the HIRE CONTRACT.

11.4 Without prejudice to the generality of clause 11.1, MACS TRUCK RENTAL shall, in relation to any PERSONAL DATA processed in connection with the performance by MACS TRUCK RENTAL of its obligations under the HIRE CONTRACT: (a) process that PERSONAL DATA only on the documented written instructions of the Lessee unless MACS TRUCK RENTAL is required by APPLICABLE LAWS to otherwise process that PERSONAL DATA. Where MACS TRUCK RENTAL is relying on APPLICABLE LAWS as the basis for processing PERSONAL DATA, MACS TRUCK RENTAL shall promptly notify the Lessee of this before performing the processing required by the APPLICABLE LAWS unless those APPLICABLE LAWS prohibit MACS TRUCK RENTAL from so notifying the Lessee; (b) ensure that it has in place appropriate technical and organisational measures, reviewed to protect against unauthorised or unlawful processing of PERSONAL DATA and against accidental loss or destruction of, or damage to, PERSONAL DATA; (c) ensure that all personnel who have access to and/or process PERSONAL DATA are obliged to keep the PERSONAL DATA confidential; and (d) if applicable, transfer any PERSONAL DATA outside of the European Economic Area only on the basis that the following conditions are fulfilled: (i) the Lessee or MACS TRUCK RENTAL has provided appropriate safeguards in relation to the transfer; (ii) the DATA SUBJECT has enforceable rights and effective legal remedies; (iii) MACS TRUCK RENTAL complies with its obligations under the DATA PROTECTION LEGISLATION by providing an adequate level of protection to any PERSONAL DATA that is transferred; (iv) MACS TRUCK RENTAL complies with reasonable instructions notified to it in advance by the Lessee with respect to the processing of the PERSONAL DATA; (e) assist the Lessee, at the Lessee's cost, in responding to any request from a DATA SUBJECT; (f) notify the Lessee without undue delay on becoming aware of a PERSONAL DATA BREACH; (g) at the written direction of the Lessee, delete or return PERSONAL DATA and copies thereof to the Lessee's officers, employees, contractors or agents on termination of the HIRE CONTRACT unless required by Applicable Law to store the PERSONAL DATA; and (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11.4.

11.5 The Lessee consents to MACS TRUCK RENTAL appointing Camelecrite Ltd as a third-party PROCESSOR of PERSONAL DATA under the HIRE CONTRACT as the provider of tracking devices fitted to the VEHICLE and to process geographical PERSONAL DATA from the Lessee's officers, employees, contractors or agents whilst they are using the VEHICLE. Such processing is in the legitimate interests of MACS TRUCK RENTAL and the protection of its vehicles. If required under APPLICABLE LAWS, MACS TRUCK RENTAL will inform the Lessee and obtain its consent to process PERSONAL DATA if it appoints another third-party PROCESSOR.

## 12. Force majeure

Neither party shall be in Breach of the HIRE CONTRACT nor liable for delay in performing, or failure to perform, any of its obligations under the HIRE CONTRACT if such delay or failure result 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. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the HIRE CONTRACT by giving 5 days' written notice to the affected party. RENTAL PAYMENTS shall be maintained during any such force majeure period.

## 13. Entire agreement

The HIRE CONTRACT (and, for the avoidance of doubt, these 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the HIRE CONTRACT.

## 14. Third party rights

14.1 Unless it expressly states otherwise, the HIRE CONTRACT does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.

14.2 The rights of the parties to rescind or vary the HIRE CONTRACT are not subject to the consent of any other person.

## 15. Severance

15.1 If any provision or part-provision of the HIRE CONTRACT 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 the HIRE CONTRACT.

15.2 If any provision or part-provision of the HIRE CONTRACT is deemed deleted under clause 15.1, 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.

## 16. Governing law and jurisdiction

16.1 The HIRE CONTRACT 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 English law.

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

## 17. Interpretation

17.1 The following definitions and rules of interpretation apply in these terms and conditions of hire and the HIRE CONTRACT. **APPLICABLE LAWS** : for so long as and to the extent that they apply to MACS TRUCK RENTAL, the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law. **CONTROLLER, PROCESSOR, DATA SUBJECT, PERSONAL DATA, PERSONAL DATA BREACH, PROCESSING AND APPROPRIATE TECHNICAL AND ORGANISATIONAL MEASURES**: as defined in the Data Protection Legislation. **CURRENT TARRIF**: MACS TRUCK RENTAL'S standard charges from time to time relating to vehicles of the same type as the VEHICLE. **DATA PROTECTION LEGISLATION**: the UK DATA PROTECTION LEGISLATION and any other European Union legislation relating to PERSONAL DATA and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of PERSONAL DATA (including, without limitation, the privacy of electronic communications); **DEFECTS SCHEDULE**: the document detailing all visual defects on the VEHICLE upon Delivery. **DELIVERY**: the transfer of physical possession of the VEHICLE to the Lessee. **DEPOSIT**: the deposit amount as stated by MACS TRUCK RENTAL which is to be paid to MACS TRUCK RENTAL by the Lessee. **DOMESTIC UK LAW**: the UK DATA PROTECTION LEGISLATION and any other law that applies in the UK. **HIRE CONTRACT**: the contract between MACS TRUCK RENTAL and the Lessee to which these terms and conditions apply and which are incorporated into such Contract and which the Lessee acknowledges and accepts. **LESSEE**: the client who hires, rents or leases the VEHICLE from MACS TRUCK RENTAL. **MACS TRUCK RENTAL**: Macs Truck (Rental Leasing) Co Ltd (a MACS TRUCK RENTAL) company number 09703901 of Alexander Park, Crosland Road, Huddersfield, HD3 3ZA. **PAYMENT SCHEDULE**: Schedule, which sets out the sums payable under the HIRE CONTRACT. **PENALTY CHARGES**: charges incurred as a result of the Lessee's use of the VEHICLE including but not limited to parking charges, Dart Charge, Clean Air Zones, congestion charges, speeding fines, or other such charges. **RENTAL PAYMENTS**: the payments made by or on behalf of Lessee for hire of the VEHICLE. **RENTAL PERIOD**: the period of hire as set out in clause 1.2 and the HIRE CONTRACT. **SERVICE PROVIDER**: a business who is a part of the VEHICLE'S manufacturer's network shall carry out services and include all warranty work to the VEHICLE who has been approved of in advance by MACS TRUCK RENTAL prior to a service being carried out on the VEHICLE. **TOTAL LOSS**: due to the Lessee's default the VEHICLE is, in MACS TRUCK RENTAL'S reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated. **UK DATA PROTECTION LEGISLATION**: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. **VAT**: value added tax chargeable in the UK. **VEHICLE**: the VEHICLE(s) as described in the HIRE CONTRACT.