

## APPOINTMENT OF BOOKER BY OWNER CONDITIONS

### THE CONDITIONS

**THESE CONDITIONS ARE INCORPORATED IN THE AGREEMENT IN THEIR ENTIRETY**

#### 1.0 DEFINITIONS

The following terms shall have the following meanings respectively in this Agreement:

- 1.1. **“Booker Fee”** Five (5) per centum (plus VAT) of the Licence Fees (and any Permitted Overruns) and deducted from them plus any VAT payable on the Booker Fee
- 1.2. **“Booking Period”** The period from the Commencement Date until 23.59 on the Expiry Date
- 1.3. **“Agreement”** The appointment by the Owner of the Booker to which these Conditions apply
- 1.4. **“Commencement Date”** The date of this Agreement
- 1.5. **“Expiry Date”** Five calendar years from the Commencement Date
- 1.6. **“Hirer”** A hirer of the Vehicle
- 1.7. **“Licence”** Any hire agreement in respect of a Vehicle in the standard form issued by the Booker
- 1.8. **“Licence Fees”** The Licence Fees payable to the Owner together with all costs incurred in arranging and delivering the Vehicle to the Hirer and valeting it
- 1.9. **“Notice Period”** 48 hours
- 1.10. **“Parties”** The parties to this Agreement
- 1.11. **“Schedule”** The schedule (if any) to this Agreement
- 1.12. **“Special Conditions”** All Special Conditions (if any) set out in the Schedule
- 1.13. **“Use”** The use of a Vehicle by a Hirer under the terms of a Licence
- 1.14. **“VAT”** Value Added Tax
- 1.15. **“Vehicle(s)”** Any Vehicle the subject of a Licence entered into by the Owner with a Hirer during the course of the Booking Period (or beyond the Booking Period if there are any subsequent hires) and listed in the Special Conditions below

#### 2.0 PROVISIONS

- 2.1. The definitions contained in the Licence shall apply to this Agreement where appropriate

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- 2.2. If there is conflict between the definitions in this Agreement and the same definition in the Licence then the definitions in this Agreement shall prevail for the purposes of this Agreement only
- 2.3. If there is conflict between this Agreement and the Licence the provisions of this Agreement shall prevail for the purposes of this Agreement only.

## 3.0 BACKGROUND

- 3.1. The Owner owns the Vehicle
- 3.2. The Owner wishes to hire out the Vehicle to a Hirer for the Use for a Licence Period under a Licence
- 3.3. The Owner wishes the Booker to find (a) suitable Hirer(s) to Use the Vehicle
- 3.4. The Booker wishes to act as the vehicle booker for the Owner in arranging the hiring out of the Vehicle for a Use during the Booking Period or any extension of it

## 4.0 ACKNOWLEDGEMENTS

The Owner acknowledges and accepts that:

- 4.1 the Booker is entitled to act as the booker for the Hirer at the same time as acting for the Owner
- 4.2 if there is conflict between the interests of the Owner and the Hirer the Booker shall be at liberty to prefer the interests of the Hirer in priority to those of the Owner without any liability to the Owner for doing so and vice versa at its sole discretion
- 4.3 The Owner has read and understood a blank form of the Licence the Conditions annexed to the form of Licence and the Rules before any Use commences
- 4.4 If there is a Permitted Overrun the Booker Fee shall apply to the amount of the Permitted Overrun and be deducted from it
- 4.5 the Booker is entitled to the Booker Fee on any subsequent hire of a Vehicle the subject of a Licence even if such subsequent hire is after the Expiry Date
- 4.6 the terms of this Agreement shall apply to any such subsequent hire
- 4.7 the Booker is not responsible for the state and condition of the Vehicle or its suitability for the Use

## 5.0 OWNER'S AGREEMENTS

In consideration of the agreements by the Booker contained later in this Agreement the Owner agrees with the Booker throughout the Booking Period and any extension of the Licence as follows:

- 5.1. if a Hirer agrees to the terms of a Licence to sign and deliver the same promptly to the Delivery Address as soon as practicable after the draft has been approved by both the Owner and the Hirer
- 5.2. To act with the utmost good faith towards the Booker throughout the Booking Period and beyond if it subsequently hires out a Vehicle which it has hired out for the Use through the Booker
- 5.3. Not to hire out any Vehicle except:
  - 5.3.1. in safe and roadworthy condition
  - 5.3.2. in undamaged and mainly unblemished condition both outside and inside unless a damaged Vehicle has been specifically requested by the Hirer in writing
  - 5.3.3. strictly in accordance with the Licence and the Rules

- 5.4. To insure the Vehicle comprehensively in accordance with the Licence and at its own expense (including at the discretion of the Owner cover for hire and reward and Right to Restore with the Agreed Value)
- 5.5. To allow the Booker to receive on its behalf the Licence Fees on signature of a Licence ready for exchange and to pay them into a dedicated and separate account for the receipt of all such fees pending such exchange and delivery of the Vehicle to the Delivery Address
- 5.6. To allow delivery (through the Booker) of the Vehicle to the Delivery Address
- 5.7. To allow the Booker to deduct from the Licence Fees just before release to the Owner of the net amount of the Licence Fees:
  - 5.7.1. the Booker Fee
  - 5.7.2. any costs (plus any VAT payable) incurred in delivery of the Vehicle to the Delivery Address as arranged by the Booker
  - 5.7.3. any costs (plus any VAT payable) incurred in valeting the Vehicle before such delivery as arranged by the Bookerand the Booker is hereby irrevocably authorised by the Owner to make such deductions before payment of the net amount of the Licence Fees to the Owner
- 5.8. To accept such net amount of the Licence Fees as the proper consideration for the hiring out of the Vehicle under the Licence
- 5.9. To issue to the Booker an invoice for the whole of the Licence Fees on exchange of the Licence and delivery of the Vehicle to the Delivery Address or (as the case may be) any Permitted Overrun
- 5.10. Not to assign charge transfer or otherwise deal with this Agreement in any way
- 5.11. Not to hold this Agreement in trust for any person
- 5.12. Not to complain about the Hirer except in writing to the email address of the Booker in this Agreement
- 5.13. To allow the Hirer to retain the Vehicle beyond the Licence Period under any agreed Permitted Overrun at the Daily Rate shown in the Licence
- 5.14. Not in any way to hinder or prevent the Use of the Vehicle by the Hirer in accordance with the Licence
- 5.15. Not to install any security measures (unless the relevant keys or passcodes are provided to the Hirer by the Owner) on or in the Vehicle which prevent the Hirer from having unrestricted access to the Vehicle during the Licence Period or any Permitted Overrun
- 5.16. Not to comment in the media or social media about the Vehicle the Use or the Production except with the prior consent in writing of the Booker
- 5.17. Not to contact the Hirer directly in respect of any problems with the Vehicle during the Use but to contact the Booker on behalf of the Hirer
- 5.18. To indemnify and keep indemnified the Booker from and against all costs claims damages and expenses whatsoever arising from or as a result of any claims by the Hirer or third parties because of the Vehicle or the Use or any use of the Vehicle outside the terms of the Licence
- 5.19. Not to hire out any vehicle except those listed in the Special Conditions
- 5.20. Not to add to or remove any Vehicle from the list in the Special Conditions as available for hire until it has notified the Booker of such intended action

## 6.0 BOOKER'S AGREEMENTS

In consideration of the strict performance by the Owner of all its obligations under this Agreement throughout the Booking Period the Booker hereby agrees with the Owner as follows:

- 6.1. to seek a Hirer for the Vehicle
- 6.2. to report to the Owner on its progress in finding a Hirer for the Vehicle
- 6.3. to receive the Licence Fees and the Booker Fee from the Hirer into a dedicated and separate account for the receipt of all such fees at its bank
- 6.4. not to release any of the Licence Fees until the Licence to which the Licence Fees and the Booker Fee applies has been exchanged and the Vehicle delivered to the Delivery Address
- 6.5. to pay the Licence Fees to the Owner only on such exchange and delivery and after deduction of the Booker Fee and the costs of arranging and undertaking the delivery and valeting of the Vehicle
- 6.6. to issue to the Hirer on exchange of the Licence and release of the Licence Fees and the Booker Fee:
  - 6.6.1. an invoice for the booking fees payable by the Hirer to the Booker (which shall be a valid VAT invoice if applicable)
  - 6.6.2. an invoice for all of the Licence Fees on behalf of the Owner (which shall be a valid VAT invoice if applicable)
- 6.7. to issue to the Owner on exchange of the Licence and release of the Licence Fees and the Booker Fee an invoice for the Booker Fee and all delivery and valeting costs incurred by the Booker for the Vehicle
- 6.8. to liaise between the Owner and the Hirer if the Hirer wishes to retain the Vehicle beyond the Licence Period
- 6.9. if a Permitted Overrun is agreed between the Owner and the Hirer through the Booker to receive on behalf of the Owner the amount agreed between the Owner and the Hirer for such Permitted Overrun into its dedicated account
- 6.10. on such receipt to release such agreed amount to the Owner after deduction of the Booker Fee and any other costs attributable to the extension of the Use which the Booker is hereby irrevocably authorised to do by the Owner

## 7.0 GENERAL

It is further agreed between the Parties:

- 7.1. The Booker shall not be liable for any loss of or damage suffered by the Owner as a result of any damage to the Vehicle or any action or inaction on the part of the Hirer
- 7.2. Any notice to be served by any of the Parties on the other under this Agreement shall be:
  - 7.2.1. in writing
  - 7.2.2. sent by first-class pre-paid recorded delivery post or by electronic mail
  - 7.2.3. deemed to have been received by the addressee within 48 hours of posting to the address of the addressee set out at the start of this Agreement or within 24 hours if sent by electronic mail to the correct electronic mail address of the addressee
- 7.3. If any monies (including any award of damages) are due from the Owner to the Booker under this Agreement are not paid on the due date then (without prejudice to the rights of the Booker under the terms of this Agreement) the unpaid amount shall bear interest from day to day at the rate of ten per centum per annum (10%pa) until the same is paid to the Booker in full

- 7.4. This Agreement shall not create any form of partnership or joint venture between the Parties in any way
- 7.5. If the Owner is more than one person its agreements under this Agreement shall be joint and several and service of notice on one of them shall be deemed to be service of such notice on them all
- 7.6. The Booker shall not be liable for any injury suffered by the Owner or any contractor to or employee of the Owner as a result of the hiring out of the Vehicle or its preparation for hire or the Use or any use of the Vehicle outside the terms of the Licence or any damage caused to any property of the Owner by the Hirer or its employees or contractors
- 7.7. This Agreement is the whole agreement between the Parties and supersedes any previous agreement or other arrangement between them
- 7.8. The Owner declares that it has not relied upon any oral or written representation from the Booker which induced the Owner to enter into this Agreement
- 7.9. Subject to sub-clause 6.20. below this Agreement shall not be varied except in writing signed on behalf of each of the Parties
- 7.10. In the event that:
  - 7.10.1. The Hirer fails to deliver the Vehicle to the Location Address in accordance with the Licence
  - 7.10.2. the Owner attempts to assign transfer or otherwise deal with this Agreement or does so or
  - 7.10.3. the Owner becomes insolvent or
  - 7.10.4. the Vehicle causes any injury or damage to any person or property or
  - 7.10.5. the Owner otherwise fails to perform any of its obligations under this Agreementthen and in every such case the Booker shall be at liberty to terminate this Agreement immediately on notice of the Notice Period and thereupon the Owner shall have no right whatsoever to continue to hire out the Vehicle as a result of the efforts of the Booker or have any claim against the Booker provided that such termination shall be without prejudice to any obligation of the Owner to the Booker under this Agreement
- 7.11. If the Owner fails to deliver the Vehicle to the Hirer through the Booker or at all and this Agreement is terminated:
  - 7.11.1. the Booker shall be at liberty to return the Licence Fees to the Hirer
  - 7.11.2. the Owner shall be liable and shall pay to the Booker the Booker Fee and any other costs incurred by the Booker within seven (7) days of such failure
- 7.12. If this Agreement is terminated by the Booker because of any of the reasons set out in sub-clauses 6.10.2.through 6.10.5 above the Owner shall pay to the Booker any outstanding Booker Fee and any such costs within such seven (7) days
- 7.13. This Agreement is personal to the Owner and shall not be capable of being assigned transferred or dealt with in any way
- 7.14. The neuter singular used throughout this Agreement in respect of the Parties shall include the plural and all genders
- 7.15. All obligations of the Owner under this Agreement which are not discharged in full to the reasonable satisfaction of the Booker on expiry or termination of this Agreement shall be a continuing liability of the Owner to the Booker notwithstanding such expiry or other termination

- 7.16. Any agreement decision grant of consent or exercise of judgment on the part of the Booker in respect of any matters under this Agreement:
  - 7.16.1. shall be at its sole discretion
  - 7.16.2. must be recorded in writing
  - 7.16.3. must be signed by a director of the Booker
  - 7.16.4. must be sought and obtained from the Booker before the happening of any event to which it relates
- 7.17. All rights of the Booker under this Agreement shall be cumulative and no exercise of any such right shall restrict or prejudice the exercise of any other of its rights under this Agreement
- 7.18. The failure of the Booker to enforce at any time any of the terms and conditions of this Agreement shall not be a waiver of them or of the right to enforce the same at any subsequent time
- 7.19. Each of the Parties shall pay its own costs incurred in negotiating and preparing this Agreement
- 7.20. In the event that any part of this Agreement is held to be void voidable or illegal the Booker shall be at liberty at its sole discretion:
  - 7.20.1. to sever such part from the remainder of this Agreement or
  - 7.20.2. to amend the offending part so as to achieve the intention of the Parties without illegality or other grounds preventing the enforcement of this Agreementbut in all other respects this Agreement shall remain in full force and effect
- 7.21. English law only shall apply to this Agreement and the Parties hereby submit to the exclusive jurisdiction of the English courts in London
- 7.22. No third party has any rights or entitlements under this Agreement under the Contracts (Rights of Third Parties) Act 1999
- 7.23. Both Parties shall keep the existence and contents of this Agreement confidential except as required by law or statute
- 7.24. Any Special Conditions below shall be included in these Conditions
- 7.25. Any Vehicle listed in the Special Conditions shall be subject to this Agreement

## SCHEDULE

### SPECIAL CONDITIONS (IF ANY)

These Special Conditions apply to this Agreement: