TERMS AND CONDITIONS

The Customers particular attention is drawn to Condition 15 (Limitation of Liability)

1 **INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in the Agreement.

Agreement means this agreement consisting of the Agreement Details and these Conditions.

Agreement Details means the agreement details signed by the Customer and the Supplier.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Conditions means the terms and conditions contained in this document.

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** will be construed accordingly.

Customer means the customer hiring the Vehicle(s) as identified in the Agreement Details.

Daily Hire Rate means the daily hire rate stated in the Agreement Details.

Delivery means the transfer of physical possession of the Vehicle(s) to the Customer.

Delivery Date means the date specified as such in the Agreement Details or any date notified by the Supplier to the Customer as the date on which Delivery will take place.

Deposit means the deposit (if any) specified in the Agreement Details.

Force Majeure Event has the meaning given in Condition 14.

Rental Payments means the payments made by or on behalf of Customer for hire of the Vehicle(s) as detailed in the Agreement Details subject to variation in accordance with these Conditions.

Rental Period means the rental period specified in the Agreement Details which will commence on Delivery and any extension agreed pursuant to Condition 3.2 (**Rental Period**).

Risk Period has the meaning given in Condition 6.2.

Site means the Customer's premises detailed as the Site in the Agreement Details.

Supplier means Golf Car UK Ltd being a company registered in England and Wales with company number 04616458 whose registered office is at Centenary House, Peninsula Park, Rydon Lane, Exeter, EX2 7XE.

Total Loss means the Vehicle(s) is, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

VAT means value added tax or any equivalent tax chargeable in the UK.

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Vehicle(s) means the Vehicle(s), parts and accessories detailed in the Agreement Details, all substitutions, replacements or renewals of such Vehicle(s) and all related accessories, manuals and instructions provided for them.

Website means the Supplier's website at www.golfcaruk.co.**m**

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.3 The Schedules from part of the Agreement and will have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.

1.4 The headings in these Conditions will not affect the interpretation of the Agreement.

1.5 Unless the context otherwise requires, a reference to one gender will include reference to the other genders and words in the singular will include the plural and in the plural will include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.7 Any words following the terms including, include, in particular, for example or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 A reference to writing or written includes fax and email.

2 **VEHICLE(S)**

2.1 The Vehicle(s) are described in the Agreement Details.

2.2 The Supplier reserves the right to amend the description/specification of the Vehicle(s) if required by any applicable statutory or regulatory requirement, and the Supplier will notify the Customer in any such event.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Vehicle(s) contained in the Supplier's catalogues, brochures or the Website are issued or published for the sole purpose of giving an approximate idea of the Vehicle(s) described in them. They will not form part of the Agreement nor have any contractual force.

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3 **HIRE**

3.1 The Supplier will hire the Vehicle(s) to the Customer for the Rental Period (unless the Agreement is terminated earlier in accordance with its terms) for use at the Site subject to the terms and conditions of the Agreement.

3.2 The parties may agree in writing to extend the Rental Period for a further fixed period in which case such extension will be subject to the terms and conditions of this Agreement provided that the Rental Payments will be increased based on Daily Hire Rates and the Customer will be required to pay such additional Rental Payments by the last day of the previously agreed Rental Period before the extension commences.

4 **CANCELLATIONS**

4.1 If the Customer wishes to cancel the hire of the Vehicle(s) prior to the Delivery Date then they may do so by giving written notice to the Supplier but the following will apply:

4.1.1 for cancellations more than 30 days before the Delivery Date the Customer will have to pay 10% of the Rental Payments plus VAT which would otherwise have been payable for the Rental Period;

4.1.2 for cancellations 15 to 30 days before the Delivery Date the Customer will have to pay 50% of the Rental Payments plus VAT which would otherwise have been payable for the Rental Period; and

4.1.3 for cancellations less than 15 days before the Delivery Date the Customer will have to pay 90% of the Rental Payments plus VAT which would otherwise have been payable for the Rental Period.

4.2 Where the Customer has paid Rental Payments and/or a Deposit in excess of the applicable amount detailed in Condition 4.1 prior to the cancellation then the Supplier will retain the amount due and refund the balance of the Rental Payments, any Deposit and any delivery or collection charges paid. If the Customer has not paid the amount detailed in Condition 4.1 in advance the Supplier may invoice for the amount due (or if the Supplier is already holding part of the amount due by way of advance payment or Deposit, the balance of the amount due) and such invoice will be payable by the Customer on demand.

5 **DELIVERY**

5.1 Delivery of the Vehicle(s) will be made by the Supplier to the Site.

5.2 The Supplier will use reasonable endeavours to effect Delivery by the Delivery Date but delays in Delivery will not entitle the Customer to:

5.2.1 refuse to take Delivery;

5.2.2 claim damages; or

5.2.3 terminate the Agreement, subject always to Condition 16 (Termination).

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5.3 To facilitate Delivery the Customer will provide all requisite access to enable Delivery to be carried out safely and expeditiously and ensure that a duly authorised representative of the Customer is present at Delivery. At Delivery, the Supplier's representative will give the appropriate BAGMA approved installation training on the safe operation and maintenance of the Vehicle(s) to the Customer's representative. The Customer's representative will also be asked to inspect the Vehicle(s) and notify the Supplier of any damage or defect in the Vehicle(s) (save as regards any latent defects not reasonably apparent on inspection) which will be noted on the relevant sections of the delivery note. A copy of the delivery note will be provided electronically to the Customer. Acceptance of Delivery by such representative will constitute conclusive evidence that the Customer has examined the Vehicle(s) and save as regards matters noted on the delivery note it has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection).

5.4 Without prejudice to Conditions 5.5 and 15 if the Supplier fails to deliver the Vehicle(s) or part thereof, its liability will be limited to making an appropriate reduction in the Rental Payments (including any Deposit and delivery/collection charges) and to the extent that such has been paid in advance refunding it to the Customer.

5.5 The Supplier will have no liability for any failure or delay in delivering the Vehicle(s) to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under this Agreement or a Force Majeure Event.

5.6 If the Customer fails to take Delivery on the Delivery Date, requests that the Supplier postpones Delivery from the Delivery Date and/or fails to provide any access, personnel, instructions, documents, licences, consents or authorisations required to enable Delivery to be completed on the Delivery Date, then except where the failure or delay is caused by the Supplier's failure to comply with its obligations under the Agreement:

5.6.1 Delivery will be deemed to have been completed at 9.00am on the Delivery Date; and

5.6.2 the Supplier will store the Vehicle(s) until Delivery actually takes place, and charge the Customer for all related costs and expenses (including storage, product protection/insurance and repeat delivery costs such to be payable on demand.

6 TITLE, RISK AND INSURANCE

6.1 The Vehicle(s) will at all times remain the property of the Supplier, and the Customer will have no right, title or interest in or to the Vehicle(s) (save the right to possession and use of the Vehicle(s) subject to the terms and conditions of the Agreement).

6.2 The risk of loss, theft, damage or destruction of the Vehicle(s) will pass to the Customer on Delivery. The Vehicle(s) will remain at the sole risk of the Customer during the Rental Period and any further period during which the Vehicle(s) are in the possession, custody or control of the Customer until the transfer of physical possession of the Vehicle(s) back to the Supplier at the end of the Rental Period (**Risk Period**).

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6.3 During the Risk Period, the Customer will, at its own expense, obtain and maintain the following insurances:

6.3.1 insurance of the Vehicle(s) to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;

6.3.2 insurance for such amounts as a prudent owner or operator of the Vehicle(s) would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Vehicle(s); and

6.3.3 insurance against such other or further risks relating to the Vehicle(s) as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer.

6.4 All insurance policies procured by the Customer will be endorsed to provide the Supplier with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and will upon the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Vehicle(s). The Customer will be responsible for paying any deductibles due on any claims under such insurance policies.

6.5 If the Customer fails to effect or maintain any of the insurances required under the Agreement, the Supplier will be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

6.6 The Customer will, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

7 WARRANTY

7.1 Subject to Condition 7.6 the Supplier warrants that the Vehicle(s) will at Delivery and for the Rental Period:

7.1.1 conform to the specification detailed in the Agreement Details; and

7.1.2 be of satisfactory quality and fit for any purpose held out by the Supplier.

7.2 If the Vehicle(s) does not comply in any material respect with the warranties set out in Condition 7.1 the Supplier will use reasonable endeavours to repair or replace the Vehicle(s) provided that:

7.2.1 the Customer notifies the Supplier of any defect:

(a) at Delivery of any defect that is apparent on a usual visual inspection of the Vehicle(s) in accordance with Condition 5.3; or

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(b) within a reasonable time of any defect which was not reasonably discoverable on the inspection at Delivery becoming apparent; and

7.2.2 the Supplier is permitted to make a full examination of the alleged defect.

7.3 Details of any manufacturer's warranty applicable to any Vehicle(s) will be in the manufacturer's handbook provided at Delivery. Any claim under the manufacturer's warranty will be made by the Supplier and the Supplier will have no liability to the Customer in respect of such claims.

7.4 If the Supplier fails to repair or replace the Vehicle(s) pursuant to Condition 7.2 the Supplier will, at the Customer's request, accept the return of the affected Vehicle(s) and make an appropriate reduction to the Rental Payments payable during the remaining term of the Agreement.

7.5 Except as provided in Conditions 7.2 and 7.4 the Supplier will have no liability to the Customer in respect of the Vehicle(s)'s failure to comply with the warranties set out in Condition 7.1.

7.6 The Supplier will not be liable for the Vehicle(s)'s failure to comply with the warranties set out in Condition 7.1 if the defect arises due to loss, damage or destruction caused to the Vehicle(s) during the Risk Period unless this is caused by the Supplier or its authorised personnel or is the result of defective material, workmanship or design.

8 RENTAL PAYMENTS AND DEPOSIT

8.1 The Customer will pay the Rental Payments and any other amounts payable to the Supplier as detailed in the Agreement Details in accordance with the payment schedule set out in the Agreement Details.

8.2 All amounts payable under the Agreement are, unless expressly stated to the contrary, payable:

8.2.1 by the Customer within 30 days of the date of the invoice; and

8.2.2 in full and in cleared funds to a bank account nominated in writing by the Supplier.

8.3 Time for payment will be of the essence of the Agreement.

8.4 All amounts payable by the Customer under the Agreement are exclusive of VAT and any other applicable taxes and duties or similar charges which will be payable by the Customer at the rate and in the manner from time to time prescribed by law.

8.5 All amounts due to the Supplier under the Agreement will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.6 If the Customer fails to make a payment due to the Supplier under the Agreement by the due date, then, without limiting the Supplier's other rights and remedies, the Customer will pay interest on the overdue sum from the due date until payment of the overdue sum, whether

before or after judgment. Interest under this Condition 8.6 will accrue each day at 6% a year above the Bank of England's base rate from time to time, but at 6% a year for any period when that base rate is below 0%.

8.7 The Deposit is a deposit against default by the Customer in payment of any amounts due to the Supplier under the Agreement. The Customer will pay the Deposit by the date specified in the Agreement Details. If the Customer fails without due cause to make any payments to the Supplier by their due date for payment, the Supplier will be entitled to apply the Deposit against such default. The Customer will pay to the Supplier any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. Any balance of the Deposit remaining after application pursuant to this Condition 8.7 will be refundable within ten (10) Business Days of the end of the Rental Period.

9 **USE**

9.1 The Customer acknowledges that the Vehicle(s) do not constitute road legal vehicles and accordingly will not use such on public highways.

9.2 The Customer will:

9.2.1 ensure that during the Risk Period the Vehicle(s) is at all times kept at the Site and the Customer will not move or attempt to move any part of the Vehicle(s) to any other location without the Supplier's prior written consent (where such consent is given by the Supplier this will be subject to the Supplier being entitled to charge an additional amount for collection of the Vehicle(s) based on any additional mileage involved);

9.2.2 ensure that during the Risk Period the Vehicle(s) are kept and operated in a suitable environment, which will as a minimum meet the requirements set out the applicable manufacturer's vehicle manual provided with the Vehicle(s);

9.2.3 not use or permit the use of the Vehicle(s) for any illegal or improper purpose or for any purpose for which it is not designed or where it is unfit or unsafe to be used including:

(a) the driving of the Vehicle(s) by an individual who is under the influence of alcohol or drugs; and

(b) the transportation of flammable or dangerous goods including toxic, corrosive or harmful substances;

9.2.4 ensure that during the Risk Period the Vehicle(s) are operated in a proper safe manner by trained competent individuals who possess a valid UK driving license in accordance with any safety and operating instructions/manuals provided by the Supplier;

9.2.5 not allow anyone to smoke in or near the Vehicle(s).

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9.3 The Customer will be responsible for and indemnify the Supplier against all fixed penalty charges, parking charges, fines, congestion charges and other charges, tolls and penalties levied in respect of any Vehicle(s) or its use from time to time during the Risk Period (save where it is in the custody or control of the Supplier or its employees, agents or contractors).

10 **MAINTENANCE**

10.1 The Customer must report to the Supplier using the contact details contained in Part A of Schedule 1 immediately:

10.1.1 any damage to the Vehicle(s),

10.1.2 any breakdown of the Vehicle(s) or any indication of a mechanical issue with the Vehicle(s) such as from an instrument panel warning light;

10.1.3 if the Vehicle(s) are stolen or lost or if the Customer otherwise loses control and possession thereof.

10.2 Save in respect of defects which are the responsibility of the Supplier pursuant to Condition 7, the Customer will during the Risk Period, at its own expense, keep and maintain the Vehicle(s) in good and substantial repair in order to keep it in as good a condition as it was at Delivery including replacement of worn, damaged and lost parts with parts of equivalent quality and value, and will be responsible for the costs of making good any damage to the Vehicle(s) to the Supplier's satisfaction provided that the Customer must not repair or authorise the repair of the Vehicle(s) without the Supplier's written consent or in accordance with Condition 10.3 or 10.5 and the Supplier may at its option require that such repair works be undertaken by the Supplier at the cost of the Customer.

10.3 If any tyres are punctured or damaged during the Risk Period the Customer will repair or replace the same with any repair being to the reasonable satisfaction of the Supplier and any replacement being of the same dimensions, type, wear characteristics and equivalent quality as the original.

10.4 The Customer will perform the daily checks and where the Rental Period is over 7 days the weekly checks as set out in Part B of Schedule 1 on the Vehicle(s)..

10.5 The Customer is responsible for all consumables used by the Vehicle(s) during the Risk Period including oil, grease, fuel and light bulbs.

10.6 Where the Vehicle(s) (or part thereof) is a petrol vehicle the Customer will be required to return such Vehicle(s) with at least the same level of fuel as it has at Delivery, if it is not the Supplier will charge the Customer for the missing fuel based on the cost of replacing the same.

10.7 Where the Vehicle(s) (or part thereof) is an electric vehicle the Customer is wholly responsible for ensuring that the proper maintenance is carried out as per Part C of Appendix 1. Any failure to fully adhere to the instructions will result in the Supplier being entitled to charge the Customer for the cost of a new battery. Proof of such stated maintenance on each vehicle will be required to be provided upon request. Failure to provide such adequate and acceptable

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proof, upon demand by the Supplier's representative, will automatically incur an invoice for the replacement of a full set of batteries.

11 CUSTOMER'S RESPONSIBILITIES

11.1 The Customer will:

11.1.1 make no alteration to the Vehicle(s) (including applying Customer branding or altering paintwork) and will not remove any existing component(s) from the Vehicle(s) without the prior written consent of the Supplier save in accordance with Conditions 10.3 or 10.5. Title and property in all substitutions, replacements, renewals made in or to the Vehicles will vest in the Supplier immediately upon installation;

11.1.2 keep the Supplier fully informed of all material matters relating to the Vehicle(s);

11.1.3 permit the Supplier or its duly authorised representative to inspect the Vehicle(s) at all reasonable times and for such purpose to enter upon the Site or any premises at which the Vehicle(s) may be located, and will grant reasonable access and facilities for such inspection;

11.1.4 not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance save where the same is undertaken by the Supplier), sell or offer for sale, underlet or lend the Vehicle(s) or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

11.1.5 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Vehicle(s);

11.1.6 not suffer or permit the Vehicle(s) to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Vehicle(s) is so confiscated, seized or taken, the Customer will notify the Supplier and the Customer will at its sole expense use its best endeavours to procure an immediate release of the Vehicle(s) and will indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation unless it is established that the Supplier is directly responsible for such confiscation;

11.1.7 ensure that at all times the Vehicle(s) remains identifiable as being the Supplier's property and not cover up, obscure, remove or deface any Golf Car UK signs, stickers or name plates on the Vehicle(s) and not install on/ fix to the Vehicle(s) any sign, sticker or name plates or paint the Vehicle(s) without the Supplier's prior written consent. The Customer will be responsible for all costs of:

(a) repairing damage to existing signs, stickers or nameplates or relating to their removal by the Customer; and

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(b) removing any signs, stickers or name plates installed on/fixed to the Vehicle by the Customer; and

11.1.8 not do or permit to be done anything which could invalidate the insurances referred to in Condition 6 (Title, risk and insurance).

12 COLLECTION

12.1 The Customer will deliver up the Vehicle(s) at the end of the Rental Period or on earlier termination of this Agreement at the Site and allow the Supplier or its representative's access to the Site or any premises where the Vehicle(s) is located for the purpose of removing the Vehicle(s).

12.2 The Customer will ensure that the Vehicle(s) is clean and free of personal effects at the time of collection.

12.3 The Customer will procure that a duly authorised representative of the Customer will be present at the time of collection of the Vehicle(s) by or on behalf of the Supplier. Such representative together with a duly authorised representative of the Supplier will inspect the Vehicle(s) and the Supplier's representative will record details of any damage or deficiencies reasonably apparent from such visual inspection including photographic evidence which the Customer's representative will be asked to acknowledge. A copy of such record will be provided electronically to the Customer.

12.4 If the Customer fails to make the Vehicle(s) available for collection pursuant to this Condition 12 the Supplier may, without prejudice to the Customer's other obligations or any other right of the Supplier:

12.4.1 charge the Customer at the Daily Hire Rate for any day or part day up until collection is completed;

12.4.2 charge the Customer additional Collection Charges; and

12.4.3 enter upon the Site and any land or premises owned or occupied by the Customer where the Supplier reasonably believes the Vehicle(s) to be for the purposes of retaking possession of the Vehicle(s) (and the Customer hereby grants to the Supplier and its agents an irrevocable licence to do such) .

13 INDEMNITY

The Customer will indemnify the Supplier on demand against all losses, liabilities, costs, damages or expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses suffered or incurred by the Supplier arising out of or in connection with:

13.1.1 any loss, theft, damage or destruction to the Vehicle(s) during the Risk Period;

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13.1.2 any claim by any third party arising from the state, condition, use or abuse of the Vehicle(s) during the Risk Period or any damage or injury suffered as a result thereof; or

13.1.3 any failure by the Customer to comply with the terms of the Agreement.

14 FORCE MAJEURE

Neither party will be in breach of the Agreement nor liable for delay in performing or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Agreement by giving written notice to the affected party.

15 LIMITATION OF LIABILITY

15.1 The restrictions on liability in this Condition 15 apply to every liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

15.2 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

15.2.1 death or personal injury caused by negligence;

15.2.2 fraud or fraudulent misrepresentation; or

15.2.3 breach of the terms implied under section 7 of the Supply of Goods and Services Act 1982.

15.3 Subject to Condition 15.2, the Supplier's total liability to the Customer will not exceed 100% of the amounts paid by the Customer to the Supplier pursuant Condition 8 (Rental Payments and Deposit).

15.4 Subject to Condition 15.2, the Supplier will not be liable for the following types of loss:

15.4.1 loss of profits;

15.4.2 loss of sales or business;

15.4.3 loss of agreements or agreements;

15.4.4 loss of anticipated savings;

15.4.5 loss of use or corruption of software, data or information;

15.4.6 loss of or damage to goodwill; and

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15.4.7 indirect or consequential loss.

15.5 Subject to Condition 15.2, all implied terms and conditions as to the quality or performance of the Vehicle(s) and any other goods or services provided under this Agreement are, to the fullest extent permitted by law, excluded from this Agreement.

15.6 This Condition 15 will survive termination of the Agreement.

15.7 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16 **TERMINATION**

16.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice if:

16.1.1 the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

16.1.2 the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

16.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

16.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

16.1.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

16.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

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16.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

16.1.8 the holder of a qualifying floating charge over the assets of the other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

16.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

16.1.10 the other party (being an individual) is the subject of a bankruptcy petition, application or order;

16.1.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

16.1.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 16.1.3 to Condition 16.1.11 (inclusive);

16.1.13 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

16.1.14 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or

16.1.15 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.

16.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if:

16.2.1 the Customer fails to pay any amount due under the Agreement on the due date for payment; or

16.2.2 there is a change of Control of the Customer.

16.3 The Agreement will automatically terminate if a Total Loss occurs in relation to the Vehicle(s).

17 CONSEQUENCES OF TERMINATION

17.1 Upon termination of this Agreement, however caused:

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17.1.1 the Supplier's consent to the Customer's possession of the Vehicle(s) will terminate and the Supplier may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Vehicle(s) and for this purpose may enter the Site or any premises at which the Vehicle(s) are located; and

17.1.2 without prejudice to any other rights or remedies of the Customer, the Customer will pay to the Supplier on demand:

(a) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Condition 8.6;

(b) any costs and expenses incurred by the Supplier in recovering the Vehicle(s) and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

17.2 Upon termination of the Agreement by the Supplier pursuant to Conditions 16.1 or 16.2 or any other repudiation of the Agreement by the Customer which is accepted by the Supplier (other than pursuant to Condition 4 (Cancellations) without prejudice to any other rights or remedies of the Supplier, the Customer will pay to the Supplier on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Agreement had continued until the end of the Rental Period.

17.3 The sums payable pursuant to Condition 17.2 will be agreed compensation for the Supplier's loss and will be payable in addition to any sums payable pursuant to Conditions 17.1.2.

17.4 Termination or expiry of the Agreement will 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 this Agreement which existed at or before the date of termination or expiry.

17.5 Any provision of the Agreement that expressly or by implication is intended to have effect after termination will continue in full force and effect.

18 ASSIGNMENT AND OTHER DEALINGS

18.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

18.2 Save as expressly stated in the Agreement the Customer will not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the Supplier.

19 NOTICES

19.1 Any notice given to a party under or in connection with the Agreement will be in writing and will be:

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19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service;

19.1.2 sent by fax to its main fax number; or

19.1.3 sent by email;

to the address for the applicable party as set out in the Agreement Details.

19.2 If either party wishes to change its contact details given in the Agreement Details it may do so by giving notice to the other party in accordance with this Condition 19.

19.3 Any notice will be deemed to have been received:

19.3.1 if delivered by hand, on signature of a delivery receipt; and

19.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

19.3.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Condition 19.3.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.4 This Condition 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20 ENTIRE AGREEMENT

20.1 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

20.2 The Agreement 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.

20.3 Each party acknowledges that in entering into the Agreement it does not rely on, and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

21 VARIATION

Except as set out in these Conditions, no variation of the Agreement will be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

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22 **SEVERANCE**

22.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Agreement.

22.2 If any provision or part-provision of the Agreement is deemed deleted under this Condition 22 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23 **WAIVER**

A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.

24 **NO PARTNERSHIP OR AGENCY**

24.1 Nothing in the Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25 **THIRD PARTY RIGHTS**

Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

26 **GOVERNING LAW**

The Agreement 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 will be governed by and construed in accordance with the law of England and Wales.

27 **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

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SCHEDULE 1

Part A

Technical Service Platform

The Customer is required to contact the Supplier's Technical Service Platform (**TSP**) using the contact details below if:

a. the Vehicle(s) are not operating correctly;

b. any loss, damage, theft or destruction has affected the Vehicle(s); or

c. the Customer has any queries relating to the maintenance of the Vehicle(s).

TSP Contact Details:

TSP Hotline: 0345 8055 494

TSP Fax line: 01980 677 113

TSP Email: info@golfcaruk.com

Part B

Daily and Weekly Maintenance

Maintenance to be carried out by the Customer as set out below and in accordance with the Supplier's check sheets;

Daily Maintenance (** For electric vehicles only)

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Check Engine Oil daily	Fill to correct level and correct lubricant
Check Brake Pedal	Check for smooth operation and correct free travel
Check Parking Brake	Check brake for performance
Check Reverse Buzzer	Ensure reverse warning device is operation
Supply Appropriate Fuel	Unleaded fuel for petrol vehicles
**Electric Vehicles	Ensure electric vehicles are charged correctly overnight and are allocated to one charger for entire life
**Electric Charger	Check charging lead for any damage, breaks or splits and that socket is secure and no bare wires are visible. Ensure chargers are suitably sited and not abused
Mud and/or Grass	Ensure mud and grass do not impair the vehicle, clean as necessary
Check Cleanliness	Ensure that the vehicle is always of a clean and tidy appearance

Weekly Maintenance

Check Batteries	Check levels of distilled water and top up as necessary
Check Battery Terminals	Tighten if required
Sound and Visual Check	Check for unusual noises
Check Tyres	Examine for cuts and excessive wear
Check Steering/Suspension	Check for excessive play/alignment
Check Presentation	Inspect vehicle for all round presentation

Part C

Ensure full PPE equipment is worn when carrying out maintenance on the Vehicle(s) to include eye protection, suitable gloves, clothing protection and then carry out the maintenance as instructed under the BAGMA training given on delivery of the Vehicles(s). An Electric copy of the vehicle manual is available upon request.

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For electric vehicles please check for any loose battery terminal nuts and gently tighten if necessary and ensure batteries are checked and cleaned on a weekly basis. To clean the batteries and terminals use 1 cup (60 mls) baking soda to 1 gallon (5 ltrs) of water, pour gently over (not in) the batteries and terminals, this will neutralise any battery acid present, rinse with clean water and wipe dry.

Check water levels in the batteries weekly. Use battery filling system as supplied, if not present the water should be topped up manually with distilled or de-ionised water as necessary, fill to 1/8 of an inch above the plates or the fill level as indicated in the next of the battery opening. Ensure that you wear protective gloves and wash hands after carrying out battery maintenance.

WARNING – DO NOT OVERFILL AS COULD OVERFLOW.

IMPORTANT - ONLY FILL THE BATTERIES ONCE THEY ARE FULLY CHARGED.

WARNING – BE AWARE OF ACID SPLASH WHEN REMOVING THE BATTERY TOPS AS THIS WILL DAMAGE YOUR CLOTHES

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