

## **TERMS & CONDITIONS**

Please read these terms and conditions carefully and if there is anything you do not understand, please ask any member of staff. It is important that you fully understand and accept this written contract, as it is our intention to rely on it.

### **1. YOUR AGREEMENT WITH US**

- (1) Your signature on the form:-
  - (a) Is your acceptance of the terms set out below and on the form; and
  - (b) Creates a legally binding Agreement between you and us.
- (2) Includes the information as shown on the form and any provisions set out thereon.
- (3) Any additions or changes must be in writing and signed on our behalf and by you.
- (4) Under the heading "MEANINGS" in clause 12 of this Agreement you will find an explanation of certain expressions used in this Agreement.

### **2. PERIOD OF HIRE**

- (1) We agree to let you have the use of the Vehicle from the Date/Time Out until the agreed Date/Time In.
- (2) With our agreement you may extend the rental period, in which case the new agreed date and time for return of the Vehicle becomes the Agreed Date/Time In. You will authorise us to obtain further payment from your credit/debit card details that you supplied to us at the time of the booking. We may request you to confirm this in writing.
- (3) The rental period cannot, however, exceed 28 days in succession nor exceed 89 days in total in any calendar year.
- (4) If you are in breach of this Agreement we can end the rental before the Date/Time In. You will no longer have possession of the Vehicle with our consent. We may then take it back.
- (5) We can also take back the Vehicle without notice if we reasonably think that you are in breach of any of the conditions of this Agreement or have given us incorrect information.
- (6) You hereby authorise us to enter your property for the purposes of recovering the Vehicle where there has been breach of this Agreement.

### **3. WHAT YOU AGREE FROM THE OUTSET**

For the purposes of this Agreement AND any insurance provided you agree that:-

- (1) You will not use the vehicle for purposes which require the holding of an OPERATOR'S LICENCE without having such authorisation. You agree that if the vehicle is detained by the Vehicle Inspectorate for its illegal use that you will be responsible for any charges incurred in recovering the vehicle and for any consequent loss of rental income by us or the Lessor.
- (2) The information which you have given us and which is entered on the form is true. Incorrect information can invalidate any such insurance.
- (3) No-one named on the form as the Driver or Additional Driver:-
  - (a) Has ever been refused motor insurance;

- (b) Is disqualified in any country from driving a Vehicle;
- (c) Is subject to any current Court Order for the endorsement of his Driving Licence which does not yet appear on that Licence; pending court proceedings for a road traffic offence which can attract penalty points; a criminal conviction for a driving offence which has not been disclosed to us; or any physical or mental disability which affects his ability to drive a Vehicle;
- (d) Has been disqualified at any time from driving for any alcohol or drug related offence.
- (4) You will inspect the Vehicle before you drive it and tell us if you notice any problem with it (including any damage which has not been mentioned or on the inspection form);
- (5) You will obtain and comply with any authorisation, licences or permits which are required for the driver to drive or operate the Vehicle;
- (6) You will indemnify us against:-
  - (a) Any liabilities, costs and expenses (including legal costs) which are not covered by insurances taken out by you; and
  - (b) All claims by or against us resulting from your failure to comply with any of the terms of this Agreement or with the terms of any insurance policy effective during this Agreement.

#### **4. OUR RESPONSIBILITIES TO YOU**

- (1) We have maintained the Vehicle in accordance with the manufacturer's recommendations. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period.
- (2) If the Vehicle becomes un-roadworthy we may at our discretion replace it. The replacement will be as similar as possible to the Vehicle you originally rented. If we do not replace the Vehicle we will give you a refund of the un-expired charges.
- (3) Apart from expenses authorised by us for repairs we will not be responsible for any losses you may incur because of any defect or breakdown of the Vehicle. We are not liable for any loss of or damage to any property which you or any other person leaves in or on the Vehicle. We are also not responsible for any loss which is a side effect of the main loss and which we or you could not have predicted, such as loss of profits or loss of opportunity. But we do accept any obligation which is imposed on us by statute (for example, relating to personal injury or death).
- (4) If we find any property which has been left in the Vehicle and this property has not been reclaimed within 48 hours of the end of the rental period we reserve the right to dispose of it and charge you for the reasonable cost of disposal. You will also be liable for any reasonable costs we incur in holding the property and any reasonable administration costs (including the cost of posting property to you if so requested by you).

#### **5. YOUR RESPONSIBILITIES WHILE YOU HAVE THE VEHICLE**

You will comply with the terms of the relevant insurance policies.

- (1) Apart from fair wear and tear you will pay for the cost of any loss of or damage caused to the Vehicle (this includes tyres), regardless of fault, during the rental and you will also pay for any loss of rental income while the Vehicle is being repaired. Our loss of rental income will be the usual rental charge for the Vehicle until the repairs are completed or until settlement is reached and payment received, if the Vehicle is lost or beyond economic repair. In addition you must pay our reasonable administration cost of processing any of these claims. But if there is an amount of money shown on the front of the rental agreement headed damage/theft excess, then your liability for these losses and damage will be limited to that amount.
- (2) You will tell us as soon as possible about loss of or damage to the Vehicle, or if it is not working correctly. If further damage could be caused to the Vehicle by using it when it has been damaged or is faulty you must not continue to use it. You will make the vehicle available for repairs and scheduled servicing.

(3) You will take proper care of the Vehicle and the keys to the Vehicle at all times. You will make sure it is locked and secured when not in use and properly protected against damage due to bad weather. When not in use you will set and use any security device fitted to or supplied with the Vehicle.

(4) You must ensure that the correct fuel is always used and regularly check and maintain correct levels of engine oil, tyre pressure and coolant.

(5) You will ensure that the Vehicle is not used if it is in an unsafe condition or unfit to drive or for a purpose for which it is not designed or suitable.

(6) You will not overload the Vehicle or allow it to carry more passengers than the number for which it is designed and fitted out. You will properly secure all loads and will not carry hazardous, dangerous or inflammable substances.

(7) You will be responsible for any damage to the vehicle caused by hitting overhead or overhanging objects or spanning constructions or low level objects. You will have to pay our reasonable costs for bringing the Vehicle back to the condition at the start of the rental period.

(8) You will not drive the Vehicle on unmade roads or other unpaved surfaces, nor use the Vehicle for racing, pace making or any other sort of competition. You will not use the Vehicle for towing, pushing, driving tuition or any other hazardous or unusual use.

(9) You will not allow the Vehicle to be operated or used by anyone who has not been authorised by us.

(10) You will not use or drive the Vehicle for any unlawful purpose nor whilst you are intoxicated or under the influence of any substance which impairs driving ability.

(11) You will tell us the whereabouts of the Vehicle if we ask you. You will not take the Vehicle outside the United Kingdom (England, Scotland, Wales and Northern Ireland) without our written permission.

(12) You will not sell, rent or dispose of the Vehicle in any way nor represent that you are the owner of the Vehicle or our agent. You will not remove or change any name or other mark identifying ownership of the Vehicle nor use the Vehicle to carry people or property for hire or reward.

(13) You must not do or allow any work on the Vehicle without our permission. Authorised repairs must, however, be carried out by a suitably qualified mechanic.

(14) You will pay directly or reimburse us for any fines or penalties imposed as a result of the use of the Vehicle and we reserve the right to charge for administration costs for responding to police and other authorities. Such administration charges applied will be a minimum of £25.00.

## **6. YOUR RESPONSIBILITIES FOR RETURNING THE VEHICLE**

(1) You must return the Vehicle to the Renting Location by the due Date/Time In, at the Agreed Extended Date/Time In or at once if this Agreement is terminated beforehand. One of our staff must inspect the Vehicle to check its condition. If you do not return the Vehicle we may take it back wherever it may be at your expense.

(2) Before you return the Vehicle you must check that you have not left any personal belongings or property in the Vehicle.

(3) If you fail to return the Vehicle to the Renting Location you will pay the cost of collection and full rental charges to the time of return to the Renting Location.

(4) If the Vehicle needs more than our standard cleaning then you will pay the extra cost of cleaning it.

(5) Your responsibility for the Vehicle continues until the keys have been handed to one of our office employees.

(6) If the Vehicle is not returned on time we will report to the police that it is no longer in your possession with our consent nor covered by insurance.

## **7. INSURANCE AND WAIVERS**

### Renters own insurance

- (1) If we agree and you sign the box marked "OWN INSURANCE" on the form you will arrange your own insurance of the Vehicle. This must be with insurers approved by us on a comprehensive basis without excess.
- (2) In the event of loss of the Vehicle or damage to it you will allow us to make a claim on the insurance in your name. We shall use the proceeds of the claim to satisfy your obligations.
- (3) If the Vehicle is damaged, stolen or lost we reserve the right to claim full rental charges applicable to the Vehicle until the repairs have been completed or settlement is received in the event of the Vehicle being beyond economic repair.

### Lessor's Insurance

- (4) If you accept the Lessor's insurance by completing the box marked INSURANCE PROPOSAL on the form your liability and that of any Driver, in respect of any such damage to the vehicle or to any third party vehicle or property, will be limited to the amount shown as damage/theft excess. This will apply to each and every claim.
- (5) The vehicle may only be driven by drivers authorised by us and that person has completed and signed an insurance proposal and we have accepted it.
- (6) Please note that Lessor's insurance will not relieve you of your liability in respect of damage to the Vehicle or to Third Party claims if:
  - a) The Vehicle or third party property is damaged by the vehicle or its contents striking an overhead obstruction or low level objects.
  - b) You or any authorised driver were driving dangerously or using the Vehicle whilst unfit through drink or drugs or with blood alcohol level in excess of that permitted by law.
  - c) The damage arose as a result of your failure to comply with any of your responsibilities under clause 5 of this Agreement.

### Your Obligations

- (7) In addition to your other obligations you must comply with the provisions of the relevant Insurance Policies or Waivers of your own insurance policy if you arrange your own insurance.
- (8) Also you may not use the Vehicle for any purpose or in any circumstances prohibited by this Agreement. If you do, you will not be covered by the relevant Insurance Policy or Waiver.
- (9) You must not do anything else or allow anything else to be done which could lead to any relevant Policy being made void.

## **8. WHAT YOU MUST DO IF VEHICLE IS STOLEN OR INVOLVED IN AN ACCIDENT**

If the Vehicle or insured contents are stolen or unlawfully taken or involved in any accident you must:-

- (1) Make no admission of liability to anybody;
- (2) Obtain names and addresses of all witnesses and provide them to us;
- (3) Give full details at once to us and the insurers and then confirm that notification in writing within 24 hours. (If you are injured and prevented from reporting the accident in this way, you must do so within a reasonable time);

- (4) Ensure that the Driver completes and delivers to us an accident report form for delivery to insurers within 7 days of the accident;
- (5) Inform the Police of any theft or unlawful taking;
- (6) Send to us at once any letters received from any third party and any writ, summons or other document relating to court proceedings;
- (7) Help us and the insurers in dealing with the court proceedings. This includes allowing legal actions to be taken in your name and defending any proceedings taken against you.

## **9. PAYMENT**

The charges are calculated in accordance with our current rates or as agreed in writing. VAT and Insurance Premium Tax (if you opt for lessor's insurance) will be charged at rates applicable at the start of the rental period. Rental charges based on mileage will be based on the mileometer fitted to the Vehicle. It will be read and recorded at the beginning and end of the rental period. If we think there has been a malfunction we may make a reasonable estimate of mileage.

Payment will be made in advance by credit/debit card only and if you notify us of an extension to your rental period, payment will be taken accordingly.

You will be responsible for paying the following charges:

- (1) The rental and any other charges we work out according to this agreement. We may require a deposit before taking the Vehicle and we may use that deposit later to settle any sum due from you.
- (2) Any charge for loss or damage resulting from you not adhering to your responsibilities as set out in sections 5 & 6.
- (3) A refuelling service charge if you do not return the Vehicle to us with no less fuel than when the rental period began. A charge will be made for the amount required to top-up fuel to the amount when the rental period began plus a re-fuelling service charge. No credit will be given on unused fuel or for fuel in excess of that provided by us at the start of the rental period.
- (4) All fines and court costs for parking, traffic or other offences, including any costs which arise if the Vehicle is clamped, seized or towed away and any civil penalty payable for the transport of illegal immigrants under immigration control legislation. You will pay the appropriate authority any fines and costs if and when the authority demands payment. You will be responsible for paying our reasonable administration charges for dealing with these matters.
- (5) The cost of repairing any damage to the Vehicle which was not noted at the start of the Agreement, whether you were at fault or not (depending on section 4). You will be also be responsible for paying the reasonable cost of replacing the Vehicle if it is stolen or written off, depending on any insurance you have, if and when we demand this payment.
- (6) A loss of income charge, when we demand it, if we cannot rent out the Vehicle because it needs to be repaired, if it is a write-off, or if it has been stolen. We will charge you at the daily or hourly rate, and we will not charge you for more than 30 days. We will always do everything we can to ensure we repair the vehicle or recover our costs as soon as possible.
- (7) Any recovery charges arising from the Vehicle and Operator Services Agency (VOSA), HM Revenue & Customs (HMRC), the police, or any other public organisation who has seized the Vehicle. You will also have to pay us a loss of income charge while we cannot rent out the Vehicle.
- (8) Any rate for delivering and collecting the Vehicle, a charge for an extra driver or returning the Vehicle late and charges for accessories such as satellite navigation systems and other similar items.
- (9) Uncleared cheque charges made by the Bank and a minimum administration charge of £25.00.

(10) Interest, which we add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate as published by Bank of England.

Please note:

- a) You will remain responsible for the sum shown as due on the form until it is paid by any third party who may have agreed to make payment.
- b) If the Renter's name on the form has been incorrectly given the person signing the form will be treated as the Renter and will be liable as such under this Agreement.
- c) You authorise us to process all amounts due to us under this Agreement on your supplied credit/debit card the details of which are set out on Part One of the Agreement (including re-fuelling charges and any other sum which you may be liable to pay to us under this Agreement).

## **10. MEANINGS**

In this Agreement:-

- (1) "You" are the Renter named on the form. If you and the Driver are not the same person then:-
  - a) You remain responsible for any breach of this Agreement by the Driver;
  - b) The Driver is also responsible for complying with this Agreement as if he were you;
- (2) "Driver" is the person whose name appears on the form as the Driver. Only the Driver may drive the Vehicle unless we allow an Additional Authorised Driver.
- (3) "The Traffic Acts" has the same meaning as in the Road Traffic Act 1988;
- (4) "The Vehicle" is the Vehicle described on the form. It includes any replacement and all the equipment, accessories, tools and documents and the spare tyre;
- (5) "We, Us, Lessor" are the company or person whose name appears in the top left hand box of the form.
- (6) References in this Agreement to Statutes (however described) are references to those Statutes as amended and includes reference to those as extended or applied, by or under any other enactments, including any other provision of the Statutes.

## **11. DATA PROTECTION**

Data recorded in relation to this Agreement:-

- (1) May be used and disclosed by us in order to identify other products or services which might be relevant to you and for statistical analysis (including credit scoring);
- (2) May be disclosed by us to any debt collection, credit reference, vehicle recording or other relevant body, in the event that you are in breach of this Agreement.

## **12. RELEVANT LAW**

The laws of the country where this Agreement is signed by you apply to this Agreement any court proceedings in relation to it shall be conducted in that country.