

TERMS AND CONDITIONS OF RENTAL

Lessor's Insurance

1. Any vehicle hired under this Agreement may be driven by the person signing this Agreement on behalf of the Hirer and any additional authorised drivers who have satisfactorily:-
 - (a) completed the Lessor's Additional Driver's Proposal Form;
 - (b) been accepted as a bona fida additional driver;
 - (c) had confirmation of acceptance relating to the specific hire.
2. The hirer agrees to pay the insurance charges as per the Lessors current tariff and the cost of any damage repair up to the excess including windscreen, wheel trims, tyre damage, mirrors or aerials. The hirer shall be liable for the full repair cost of any overhead height damage. The hirer agrees to pay compensation for the Lessor's loss of use whilst the vehicle is being recovered and or repaired.
3. The Hirer shall be liable to pay the cost of repair replacement or compensation for any injury or damage that the vehicle or property may suffer as a result wilful action by the driver, hirer, his servant or agent. The Lessor shall be indemnified by the Hirer for any court or civil action resulting in a claim for compensation, costs or damage in respect of any third party action or claim as a result of wilful damage.

Hirer's Insurance

4. (a) The Hirer undertakes to insure the Lessor's vehicle for the whole rental period at its full replacement value against loss or damage (including windscreen) by accident, fire or theft under a comprehensive insurance policy with a reputable insurance company approved by the Lessor. The Hirer shall provide full details thereof to the Lessor and shall inform the insurance company that the Lessor name shall be endorsed on the policy.
(b) The Hirer is liable to pay all rental charges until such time as the Lessor receives from the Hirer's insurance settlement in full in the event of loss of use resulting from accident damage, total loss or theft of the vehicle.
5. The Hirer must ensure that the vehicle is not used in contravention of the terms and conditions of the policy.
6. The Hirer shall procure that any compensation under said insurance is paid directly to the Lessor and shall be liable to compensate the Lessor for any loss or damage suffered by the Lessor in excess of monies (if any) paid to the Lessor by the Hirer's insurance.
7. The Hirer shall be bound by the following terms and conditions stated herein.

General

8. Where the person signing this agreement on behalf of the Hirer is not the Hirer he warrants that he is authorised to sign for the Hirer and is jointly and severally liable with the Hirer under this agreement.
9. Neither the Hirer or any agent or servant of the Hirer or any authorised driver is or may hold themselves out to be the servant or agent of the Lessor for any purposes whatsoever.
10. The rental period of this Agreement must not exceed three months.
11. The Lessor is not liable for loss, damage or deterioration to any property or goods stored or transported in or on the vehicle, nor does the Lessor accept responsibility for any goods or property left in or on the vehicle when it returns to the Lessor's possession. The Hirer will indemnify the Lessor against any claims relating to loss or damage to such property or goods.
12. The vehicle, without the prior consent of the Lessor, must not be taken out of mainland England, Scotland or Wales.
13. The vehicle will not be used:
 - (a) for the carriage of passengers for hire and reward unless the Hirer shall possess the required Operators Licence and/or Driving Licence.
 - (b) knowingly for any unlawful purpose;
 - (c) for towing of any vehicle or trailer;
 - (d) for speed testing pacemaking reliability trials or driving tuition;
 - (e) to carry a greater number of passengers than is permitted under law and regulations from time to time.
 - (f) to carry a greater load, cargo or baggage than is permitted by law or if less than is recommended by the manufacturer of the vehicle to which this Agreement applies, to exceed maximum payload or individual axle plate weights.
 - (g) for the carriage of goods unless such goods are properly stowed and secured.
14. The vehicle must not be used in a manner which would render void the insurance policy or in contravention of any Road Traffic Act or construction and use regulations or by any person who does not hold a licence to drive this type of vehicle. Furthermore, any person under the influence of drink or drugs must not drive this vehicle nor must it be driven in the event of a mechanical, electrical, structural failure or damage, if further damage might therefore be caused.
15. It is a breach of this agreement for the Hirer to fail to return the vehicle to the Lessor.
16. The only exception being any claim on the Lessor's insurance policy that the Hirer is obliged to pay. The Lessor will refund to the Hirer the cost of the repairs not exceeding £25.00 (more only if the Lessor's consent has been given in writing) on receipt of any replaced parts and a VAT receipt.
17. If the Hirer commits any breach of this Agreement, the Lessor may terminate this agreement and take possession of the vehicle.

Fixed Penalties

18. The Hirer shall be liable as owner of the vehicle in respect of:-
 - (a) Any fixed penalty offence committed in respect of the vehicle under part 111 of the Road transport Act 1982.
 - (b) Any excess charges, congestion charges or bus lane offences or similar charges which may be incurred in respect of the vehicle in pursuance of an order under Section 45 - 46 of the Road Traffic Act 1984 or otherwise.
 - (c) Any financial penalty or charge which may be demanded by any Person, Corporation or Authority as a result of the Vehicle being parked or left upon land which is not a public highway.

Hirer's Obligation

19. The Hirer is obliged:-
 - (a) to pay on the Lessor's current tariff for rental mileage charge and fuel, to pay for any accessories, tyres, windscreen tools or equipment lost stolen or damaged, to pay the Lessor's costs of recovering the vehicle in the event that the Hirer fails to return it to the Lessor, to pay all penalties, fines or court costs incurred in the use of the vehicle before it is returned to the Lessor and which the Lessor is obliged to pay (except when caused by the Lessor) and to pay VAT at the current rate where appropriate.
 - (b) to ensure that all engine oil, battery fluid, coolant, automatic transmission oil (where applicable) and screen wash level are maintained throughout the rental period.
 - (c) to ensure that all reasonable steps are taken to prevent loss or damage to the vehicle or its equipment and to ensure that when the vehicle is unattended that it is locked and secured and to ensure that the vehicle and its equipment are kept free from any legal process or lien.
 - (d) to pay rental charges in the event that the vehicle is delayed, retained or impounded by an authority, police force or Customs & Excise as a consequence of the actions of the hirer, driver or his agent or servant, or any passenger travelling or having travelled in or on the vehicle and to reimburse to the Lessor the full value of the vehicle in the event that the vehicle is confiscated by any authority, police force or Customs and Excise.
 - (e) In the event that the vehicle suffers any loss or damage, develops a fault or requires any service that the Lessor is informed immediately to permit the Lessor to carry out essential repairs and servicing.
 - (f) To return to the Lessor the vehicle complete with accessories, tyres, tools, equipment etc., at the rental location at or before the end of the rental period or earlier termination of this Agreement in the conditions prevailing at the commencement of the rental. Fair wear and tear excepted clean and tidy, traffic grime excepted.

Lessor's Obligation

20. To take all reasonable actions to provide the Hirer with a well maintained and clean vehicle.
21. When informed of a breakdown by the Hirer, to take all necessary steps to carry out repairs to the vehicle as soon as possible.
22. If repairs to the hired vehicle cannot be carried out promptly, to provide if available a substitute vehicle or to allow the Hirer to terminate the hire.

Extra Conditions

23. VAT to be charged at the prevailing rate from time to time
24. Repayment of the deposit paid by the Hirer shall not constitute a waiver of any claim by the Lessor which may arise after such repayment.
25. Condition of the vehicle at the time of this Agreement is shown on the attached Damage Sheet which has been signed by both parties and the condition of the vehicle on return will also be recorded on the Damage sheet and signed by both parties.
26. For the purposes of calculating the fee for a rental period, any hire taking place on or after midday on Saturday for a period of 24 hours shall be deemed to end at midday on the following day.
27. It is the Hirer's responsibility to ensure that the vehicle is checked in by a member of the Lessor's staff.
28. This agreement is governed by English Law and the parties to this agreement submit to the exclusive jurisdiction of the English Court.