

TERMS AND CONDITIONS

- a) 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.
- b) Neither the Hirer, nor any servant or agent of the Hirer, nor any authorized driver is, or may hold himself out to be, the servant or agent of the Lessor for any purpose whatsoever.
- c) The Lessor is not liable for loss of or damage to any property stored or transported in or on the vehicle. Nor does the Lessor accept responsibility for any 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 any such property.
- d) The Vehicle may not without prior written consent of the Lessor be removed from the territory in which it was hired, the said territories being: the mainland of England, Wales and Scotland.
- e) The vehicle may not without prior written consent of the Lessor be used to propel or tow any other vehicle or any trailer. The vehicle must not be driven in a manner which would render void the policy or other contract of insurance, or contravention of any Road Traffic Act or Construction and Use Regulations, or by any person who is not licensed to drive the vehicle or who is under the influence of alcohol or drugs, nor must it be driven in the event of mechanical, electrical or structural failure or damage, if further damage might thereby be caused.
- f) It is a breach of this Agreement for the Hirer to fail to return the vehicle to the Lessor at the end of the rental period, and the damages payable for such breach will be the rental charges (or the deposit whichever is the greater amount) that would be payable on the Lessor's current tariff for the period until the Lessor recovers the vehicle or receives the full value thereof.
- g) The Hirer is not authorised to effect repairs to the vehicle costing more than £ 100 without the Lessor's prior consent. Save to the extent that there may be an Excess on the Lessor's insurance that the Hirer is obliged to pay, the Lessor will refund to the Hirer the cost of necessary repairs not exceeding £ 100 (or more if the Lessor's consent has been obtained) on production of V.A.T. receipt and any parts replaced.
- h) If the Hirer commits any breach of this Agreement, the Lessor may treat the Agreement as terminated and take possession of the vehicle.
- i) Hired vehicles may only be used for social, domestic and pleasure and in connection with the Hirer's business. They must not be used for racing, rallying, towing or driving tuition. Passengers must not be carried for hire or reward. Under no circumstances must the manufacturers recommended seating capacity of the vehicle be exceeded. Hirers breaking this rule may be liable for prosecution.
- j) The Hirer is responsible for all damage above cab height caused by striking overhead objects and also any damage to tyres wheels and door mirrors and underside of vehicle however caused. Any damage thus incurred is not covered by damage waiver or insurance.
- k) Hirers who choose to terminate the period of hire before the end date shown on the rental agreement will not be entitled to a refund.
- l) Any hirer who cancels a booking less than 10 days before the agreed commencement date will be liable for full payment of the agreed hire fee.

Fixed Penalties etc.

- a) The Hirer shall be liable as owner of the vehicle in respect of : - Any fixed penalty offence committed in respect of that vehicle under Part 111 of the Transport Act 1982 and the Road Traffic Regulation Act 1984.
- b) Any excess charge which may be incurred in respect of the vehicle in pursuance of an order under Sections 45 and 46 of the Road Traffic Regulation Act 1984 and Road Traffic (Parking) Act 1986.

Using Lessors Insurance

- i) This agreement is subject to and deemed to include the terms, conditions and limitations of the Lessor's insurance policy.
- ii) Under this agreement on behalf of the Hirer and by any driver accepted by the Lessor who has completed an Insurance Proposal Form.
- iii) The Hirer agrees to pay insurance charges on the Lessors current tariff and (except when the Hirer has agreed to pay the damage waiver charge) the cost of any damage repair up to the amount of the excess of £750, or higher amount imposed by the insurance company.

Using Hirer's Own Insurance

- i) The Hirer undertakes to insure the vehicle , equipment and accessories in its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy by an insurer approved by the Lessor. At the Lessors request the Hirer must provide full details of the policy before hire commences and shall instruct his insurers that the Lessors name be endorsed on the policy.
- ii) The Hirer shall not use or permit the vehicle to be used in contravention of terms and conditions of the Hirer's policy/
- iii) The Hirer undertakes to indemnify the Lessor against loss of revenue in the event of :
 - a) the vehicle suffering damage rendering it inoperative for the period from the date of such damage until the vehicle is repaired and returned to the Lessor.
 - b) loss or theft of the vehicles components regarding the vehicle inoperative for period until the vehicle is returned in a hireable condition.
 - c) the vehicle being badly damaged such that the insurers pronounce the vehicle beyond economic repair, from the date of such damage occurring up until the date the insurers make their declaration of a write-off.

Obligations of the Hirer

- a) The Hirer is obliged:
 - to pay on the Lessor's current tariff for rental and fuel, to pay for any accessories, tyres, 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 any 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 (save which caused by the fault of the Lessor) and to pay V.A.T. where appropriate at the current rate.
 - b) to ensure the correct tyre pressures, engine oil level, battery fluid level, screen wash levels, coolant levels and Automatic Transmission Oil level (where fitted) are maintained throughout the period of rental.
 - c) to ensure that the vehicle is always locked when attended, and to take all reasonable steps to prevent loss of or damage to the vehicle, or its tyres, tools, accessories, equipment or contents.
 - d) to inform the Lessor immediately if the vehicle suffers any damage or loss, develops any fault or requires any servicing, and to permit the Lessor to carry out any essential repairs or servicing. In case of accident it is the hirer's responsibility to obtain full particulars of any third party involved. Please note exact time, date and location of accident. If the vehicle is no longer driveable it is the hirer's responsibility to ensure the safe return of vehicle to our premises by the AA. Failure to take full particulars of the third party will render the Hirer liable for the full cost of repairs.
 - e) to return the vehicle together with its accessories, tyres, tools and equipment to the Lessor at the place specified overleaf at or before the end of the rental period or on the earlier termination of this Agreement in the condition prevailing at the commencement of the rental (fair wear and tear excepted), clean and tidy (traffic grime accepted).

Obligations of the Lessor

- The Lessor is obliged:
- a) to take all reasonable steps to provide the Hirer with a well maintained vehicle.
 - b) when informed of a breakdown by the Hirer , to see that the necessary repairs are carried out promptly, if possible.
 - c) If repairs to the hired vehicle cannot be carried out promptly ,to provide a substitute vehicle or to allow the Hirer to terminate the hire.