

## EM LEASE RENTAL AGREEMENT

**THIS AGREEMENT** is made:

**BETWEEN**

1. EM LEASE LTD whose registered office is situate at 311 Hayley Court, Foxhunter Drive, Linford Wood, Milton Keynes, MK14 6GD (hereafter referred to as EM)

**AND**

2. \_\_\_\_\_  
\_\_\_\_\_  
(hereafter referred to as The Lessee)

### **TERMS & CONDITIONS**

- 1. ORDERING A CAR:** The Lessee shall in all cases provide an official order for all rentals to be charged to The Lessee. Reservations are made by car group and are subject to availability. EM may supply an alternative model to those listed. EM reserves the right to exchange the vehicle at any time. The vehicle exchange will be at the convenience of the end-user and within 5 days of our request.
- 2. RENTAL PERIOD:** The rental period shall be as that stipulated in the Schedule One document which forms part of this agreement.
- 3. INSURANCE:** The Lessee will provide comprehensive insurance for any vehicle leased from EM. EM must hold a copy of the Lessees current insurance certificate on file. If these insurance details alter in anyway, EM must be notified immediately. It is your responsibility to keep insurance valid and up to date at all times; this includes updating your insurance policy if an exchange or additional vehicle is supplied.
- 4. DRIVERS LICENSE:** It is a legal requirement that EM hold a valid drivers license on file. Where the Lessee is company with multiple drivers the company is required to nominate a drivers license.

**5. ACCIDENTAL DAMAGE:** Any damage is to be reported to EM immediately regardless of extent. Once damage has been reported EM will advise on the best way to proceed and will direct the Lessee to our nominated repairers. The vehicle will remain on rent to The Lessee until it is repaired and in a rentable condition. EM do not tolerate repairs carried out without consent, if a vehicle is found to have been repaired without EM's consent, EM will charge the Lessee for the full cost of repairs as quoted by EM's nominated repairer.

**6. VEHICLE CONDITION:** It is the responsibility of the Lessee or their agent to inspect the vehicle upon delivery/collection. Upon return of the vehicle, EM reserve the right to re-inspect the vehicle within 72 hours of collection. If any additional damage is noted, the Lessee will be informed together with photographic evidence and invoiced accordingly. EM use third party drivers to deliver & collect their vehicles, their inspection upon delivery or collection is not final thus if any damage is found over & above that identified by the third party drivers, EM reserve the right to charge for it. Should the interior of the vehicle be excessively dirty, a valeting charge will be incurred. The Lessee shall be liable for any such costs related to the dispute of damages, such costs include but are not limited to any debt recovery, bailiff or court fees (including interest).

**7. BREAKDOWNS / ACCIDENT:** All EM vehicles are covered by the relevant manufacturers assistance service or a rescue service contractor whose details will be provided to The Lessee. Should a breakdown occur the driver should contact the relevant service immediately.

**8. VEHICLE MAINTENANCE:** Whilst a vehicle is on rent it is the responsibility of The Lessee to ensure that oil and water levels are checked regularly and replenished to recommended levels when necessary. The costs of these items are the responsibility of The Lessee. The Lessee must also ensure that both tyre condition and pressures are checked regularly. It is your responsibility to repair or replace windscreen/glass damage as well as repair or replace tyre 'driver fault' related damage and keep the vehicle in good condition at all times. Should any fault occur in the running of the vehicle, it is the responsibility of The Lessee to notify EM immediately to prevent further damages.

**9. VEHICLE CHANGEOVER:** Your vehicle might need to be changed for a new one within your contract period. Where this is necessary EM will advise you of the approximate changeover time at least one month before the changeover becomes due. If a vehicle exchange is cancelled within 48 hours of the date arranged an abortive penalty fee may be charged.

**10. MILEAGE:** The agreed mileage for this rental is \_\_\_\_\_  
All excess mileage over the above agreed will be charged at £0.45per mile, with excess mileage chargeable after every vehicle exchange and vehicle off-hire. Excess mileage will be calculated by subtracting the mileage covered over the rental period (i.e. from the first day of hire period to the date of exchange or off-hire) from the allowed mileage and then multiplied by the charge above. EM must be notified once the vehicle odometer has covered the agreed mileage allowance. The Lessee shall be liable for any such maintenance & service related costs incurred by going over the agreed mileage.

**11. FUEL:** If a vehicle is returned with less fuel than that recorded on delivery, the refuelling cost plus a service charge of £0.15 per litre will be charged to The Lessee. Under Customs & Excise rules, the total cost of this service is subject to VAT. Any fuel used during delivery and collection will also be charged at the above rate.

**12. PARKING CHARGES & FINES:** Any Parking Tickets, Speeding Fines, Congestion Charges & Bus Lane Offence Fines incurred during the rental period will be the responsibility of The Lessee, any such charges will be billed together with an administration fee of £35.00 + VAT. The Lessee is responsible for any parking charges, fines or towing fees incurred from the time the vehicle is delivered up until it is returned into EM's possession. Any vehicles left in a car park and not returned to an agreed location will be subject to collection, towing and or parking charges.

**13. DELIVERY & COLLECTION:** EM will advise of the relevant delivery & collection charges where delivery or collection is requested by the Lessee. EM will specify a delivery / collection day but are unable to specify a time. The Lessee must be present both for collection and delivery of the vehicle, or if a company, a representative must be available to sign all necessary paperwork and to agree on the condition of the vehicle. Failure to do so will result in all noted damage becoming the Lessee's responsibility and thus being subject to charges.

**14. INVOICING / PAYMENT:** All of EM's vehicles are supplied on a non credit basis. Payment for all EM vehicles are due on the agreed payment date. EM do not tolerate non or late payment and reserve the right to repossess any vehicle after a single late or non payment.

**15. VEHICLE TERMINATION:** Once in a contract for the specified term, The Lessee cannot terminate the vehicle rental until the term expires. However if The Lessee falls in arrears with their monthly payments, EM can terminate the agreement without any further notice and withdraw the vehicle immediately. In such cases The Lessee will remain liable for the full rental period. In such cases the Lessee will be fully liable for any such costs related to the repossession of the vehicle, debt recovery, bailiff or court fees (including interest) brought about by the termination of the contract.

**16. ABORTIVE BOOKING CHARGES:** If you order a vehicle from EM then cancel the vehicle prior to delivery, EM will not refund any monies including any initial payments already made. This will also apply if for any reason you order a vehicle then fail to comply with our Terms and Conditions.

**17. VARIATIONS TO THIS AGREEMENT:** All the terms and conditions outlined in this document will apply at all times unless agreed in writing by EM. EM reserve the right to amend the procedures and or charges set out in this agreement from time to time. Such changes to the procedures and or charges will be notified to The Lessee.

**18. SCHEDULE ONE:** The Lessee acknowledges that Schedule One makes up part of this agreement and agrees to adhere to the contents thereof.

**19. SCHEDULE TWO:** The Lessee acknowledges that Schedule Two makes up part of this agreement and agrees to adhere to the contents thereof.

# EM LEASE



Short Term Vehicle Leasing & Rental

**19. AGREEMENT:** The Lessee agrees to the terms as detailed above in this agreement.

**For and on behalf of The Lessee:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For and on behalf of EM LEASE LTD:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_