

TERMS AND CONDITIONS

Any dispute concerning the interpretation of the terms exceptions of conditions of this Agreement shall be resolved in any local court of competent jurisdiction in accordance with the law of the country in which this Agreement was signed.

1. In these terms and conditions: "We" are the company named as the Lessor overleaf, and "You" are either:

- the company named in box 1 overleaf, or (if that box is left vacant)
- the person named in boxes 3 and 5

"Vehicle" means the vehicle detailed overleaf or such comparable Vehicle provided, as referred to in clause 5(b) below.

2. If you have indicated in box 19 overleaf that you want us to provide insurance cover for the Vehicle then the following terms will apply:

(a) This Agreement is subject to, and includes, all the terms of our current insurance policy, the key provisions of which will be given to you prior to the conclusion of the contract. A full copy of the Policy can be inspected at our office.

(b) The Vehicle may only be driven by the following people:

- you personally (if your name is given in boxes 3 and 5 overleaf), or
- the person who signed the Agreement on your behalf if you are a company whose name is given in box 1 overleaf, or
- any additional driver authorised by us IF that person has completed an insurance proposal form and we have accepted it and detail entered in Box 21 overleaf.

(c) Our insurance will not give you complete cover. The amount for which you are not covered is called the Excess. You may be able to reduce that by paying an additional charge, the amount of which is shown in our tariff which can be inspected at our office. Box 22 overleaf shows whether you have accepted or refused the option (if available) to pay the additional charge, and the Excess for which you are **not** covered.

(d) If you or anyone on your behalf **deliberately** causes damage to or loss of the Vehicle then you will have to pay for the cost of repair or replacement of the Vehicle, even though it was insured at the time.

3. If you have indicated in Box 19 overleaf that you want to provide your own insurance for the Vehicle then the following terms will apply:

(a) It is your responsibility to insure the Vehicle from the moment you take it until the time it is returned to us. This responsibility remains until the Vehicle is physically in our possession and re-inspected at our offices. You must insure it to its full value, against loss or damage (including windscreen damage) by accident, fire or theft, under a comprehensive insurance policy with a reputable insurance company. You must supply us with full details whenever we ask for them, and you must tell the insurance company to note our interest on the policy. You will not be held liable for any accidents or damage to the vehicle when it is under the control of the lessor's employees or agents.

(b) You hereby authorise your insurer to communicate directly with us and give us any information we require in respect of validating insurance cover on the Vehicle. You also authorise us to take over any claim which you may have which relates to the Vehicle, and to negotiate and settle that directly with your insurer.

(c) You must not use or permit the Vehicle to be used in breach of the insurance policy. If any money is paid out under the policy which relates to the Vehicle then you must ensure that the money is paid direct to us.

(d) If you do not insure the Vehicle comprehensively, and we suffer loss as a result, you must compensate us for that loss.

(e) If for any reason the amount which we receive from the insurance company is less than the loss that we suffer you must pay us the difference.

4. Any person signing this Agreement on behalf of a company must be authorised to do so, and if not so authorised will be personally liable to pay all sums due under this Agreement to the extent that the company fails to pay them.

5. The maximum period for which you are allowed to keep the Vehicle under this Agreement is from the Date and Time Out in Boxes 31 and 32 overleaf to the Date and Time Due Back which is shown in Box 36.

However:

(a) we are entitled to terminate this Agreement if you break any of its terms and will do so if a material breach occurs. If so advised, you must then return the Vehicle immediately.

(b) if as a result of reasonable Health & Safety concerns we require the return of the Vehicle earlier than the due back date, even if you have not broken any of the Terms & Conditions, we shall provide you with a reasonable replacement Vehicle, and collect from you the current Vehicle. We are entitled to collect the Vehicle at a time and place convenient to both parties and the replacement Vehicle, minus defects, shall then be the "Vehicle" for the purposes of this Agreement.

(c) in any event the maximum period for which you can hire the Vehicle is 90 days.

6. If you keep the Vehicle beyond the dates and times referred to in 5 above then where it is fair and proper for us to do so, you will continue to be liable for and to pay the charges in accordance with the then current tariff, together with any reasonable costs and expenses that we incur as a result of a breach by you of clause 12 below. A copy of our current tariffs can be inspected at our offices.

7. We are not liable to you:

For any loss or damage to any property which is carried in the Vehicle, or any property that you leave in the Vehicle when you return it to us except to the extent that such part of the liability or total liability is as a result of our negligence, or breach of the terms of these conditions. If any Third Party brings a claim against us for property that is carried or left in the Vehicle and you are liable for it you must reimburse us for our reasonable costs and expenses incurred.

8. **The Vehicle must not:**

(a) be taken outside England, Wales, Scotland, Northern Ireland and any British Isle on which the hiring commenced, without our prior written permission.

(b) be used otherwise than on a public highway or a suitably paved area which is designed to carry motor vehicles.

(c) be used to propel or tow any other vehicle or trailer, unless it is equipped for the purpose and we have given our permission.

(d) be used to carry passengers for hire or reward or for any driving tuition, unless you obtain our prior written permission and you must provide your own insurance under clause 3 or this Agreement.

(e) be used for any unlawful purpose, or for racing, pacemaking, competitions or speed testing, nor must it be used in any unlawful manner.

(f) be used in such a manner that it is overloaded (whether in total or in respect of any axle or other part) or is carrying more passengers or goods than it was designed to carry or may lawfully carry.

(g) be used in such a way as to make the insurance on the Vehicle invalid.

(h) be used in breach of any relevant legislation, regulation or by-law from time to time in force.

(i) be used by any person who is not licensed and insured to use it.

(j) be used by any person who is under the influence of alcohol or drugs.

(k) be used in the event of any mechanical, electrical or structural failure or damage, if further damage might be caused as a result.

(l) be altered or added to in any way whatsoever.

(m) the vehicle must not be used for a purpose for which you need an operator's licence if you do not possess one. (*Operator's licence is required if you carry goods for hire and reward or if you carry goods in connection with your trade or business.*)

9. You are not entitled to carry out any repairs to the Vehicle (or let anyone else do so) if the cost of those repairs is more than £25.00 unless you obtain our permission first. If we do authorise repairs then we will refund the cost to you if you produce to us a standard receipt, which where VAT is charged, shows the VAT element and the VAT registration number. In circumstances which it is reasonable and proper we may require you to return the parts that were replaced.

10. **If there is any material breach of the terms of this Agreement and we treat the Agreement as terminated, we reserve the right to repossess the Vehicle from you and you agree that we may enter such parts of your property to retrieve the Vehicle provided that we do not use any force, nor cause any damage to your property.**

11. You are liable for certain charges as if you were the owner of the Vehicle. Those charges are:

(a) Any fixed penalty offence committed in respect of that Vehicle under Part III of the Road Traffic Offenders Act 1988 or the Road Traffic Act 1991, as amended, replaced or extended by any subsequent legislation or orders and any such offence committed under the equivalent legislation applicable to Scotland, Northern Ireland or any British Isle upon which the Vehicle is being used.

(b) Any excess charge which may be incurred in respect of that Vehicle in pursuance of an Order under section 45 and 46 of the Road Traffic Regulation Act 1984, or the Road Traffic Act 1991, as amended, replaced or extended by any subsequent legislation or orders and under the equivalent legislation applicable to Scotland, Northern Ireland or other British Isle.

(c) Any financial penalty or charge which may be demanded by a third party as a result of the vehicle having been parked or left upon land which is not a public road.

(d) Any charges, costs and expenses as a result of you using the Vehicle including any reasonable additional administrative charges, arising from or incidental to any person, firm, company or regulatory body, impounding or taking possession of the Vehicle, save to the extent that any insurance policy covers such costs and expenses.

12. You must:

(a) pay the hiring charges published in our current tariff (which can be inspected at our office) unless different charges have been agreed between us in writing. See rates charged in Boxes 42 and 43.

(b) return the Vehicle with an equivalent amount of fuel to that which was in the Vehicle on the date out, as recorded in Box 33 overleaf. Failure will require you to reimburse us for any reasonable and proper charges incurred in filling the Vehicle with fuel up to the level recorded in Box 33. You should also note that you will remain responsible for all charges of refuelling the Vehicle throughout the period of possession of the Vehicle. **A copy of our current refuelling charges may be inspected at our offices.**

(c) pay for any accessories, tyres, tools, or equipment which are lost, stolen or damaged other than that which can be identified as lessor's negligence or breach of contract.

(d) pay our reasonable and proper costs where we (or our agents) come to collect the Vehicle in accordance with 5b above and you unreasonably fail or unreasonably refuse to allow us to collect the Vehicle and replace it with a comparable Vehicle.

(e) pay any penalties, fines and court costs incurred in the use of the Vehicle during the rental period.

(f) in so far as you are able to and as soon as possible, safeguard our interests (including the interests of the insurers referred to in Box 19 or as set out in Box 23, as appropriate) in the event of any accident involving the Vehicle by obtaining the names and addresses of all relevant drivers and witnesses, including registration numbers of any other Vehicles involved, securing the Vehicle and, where appropriate, notifying the police.

(g) ensure that the correct tyre pressures, engine oil level, coolant level and screen wash level are maintained throughout the period of the hire.

(h) ensure that the Vehicle is always locked when unattended, and take all reasonable steps to prevent loss of or damage to the Vehicle, or its tyres, tools, accessories, equipment or contents.

(i) except in the circumstances permitted in clause 9 above, inform us at the earliest opportunity if the Vehicle is damaged, lost, stolen or develops any faults or requires any servicing and allow us to carry out essential repairs or servicing.

(j) return the Vehicle (together with all its accessories, tyres, tools and equipment) during our business hours at or before the time and dates referred to in clause 5 to our representatives at the place where it was hired unless a different place is specified in Box 35 overleaf except in the circumstances referred to in 5b. The Vehicle must, when you return it, be in the same condition as when you hired it (fair wear and tear excepted), and must be clean and tidy (normal traffic grime excepted).