

TERMS & CONDITIONS

TERMS & CONDITIONS OF RENTAL

The Lessor agrees to let out and the Hirer agrees to hire the vehicle together with the equipment and documents listed overleaf on the following terms and conditions:

1. That the Hirer shall pay the rental shown overleaf for the period of hire and return the vehicle to the agreed location at the end of the period. If the vehicle is returned late a day's rental will be paid by the Hirer for each 24 hours or part thereof that the vehicle is late.
2. In the event of an advanced booking, a non-refundable deposit of the greater of £50 or 10% of the total hire rental (including VAT) will be required, payable on booking. In such event, the Lessor will use its best endeavours to supply the particular vehicle booked but reserves the right to supply, without prior notice to the Hirer, an alternative vehicle as close as possible to the booked vehicle's specifications if, for any reason, the booked vehicle is unavailable at the start of the rental period.
3. The vehicle is regularly serviced and maintained but the Lessor will not accept any liability for any loss, consequential loss or damage suffered by the Hirer as a result of breakdown or any mechanical fault or defect, including as a result of not being able to honour any contractual obligations, during the hire period other than by agreement between the Lessor and Hirer.
4. The Lessor and Hirer will together check the condition and contents of the vehicle at the start of the hire period and the vehicle will be returned, together with all its equipment, contents and documents to the location agreed between the Hirer and Lessor and on the date agreed, in the same condition as at the beginning of the hire period. Vehicles returned in an untidy or dirty condition will be subject to a £50 + VAT cleaning surcharge.

5. The Hirer must be the holder of a full driving licence permitting him to drive the vehicle hired in any country which it is intended to enter during the period of hire.

6. The Hirer will pay for any contents or documents that are not returned with the vehicle and for any damage or loss suffered to the vehicle or its contents, whether caused by the fault of the Hirer or not, during the period of the hire which the Lessor cannot recover from its insurers.

7. The vehicle will be hired out and the Hirer will return it with a full tank of diesel; in default the Hirer will be charged at £2.00 per litre to refill the tank.

8. The Lessor will check the level of oil, water and AdBlue (where applicable) at or prior to the start of the hire period and any loss or damage caused by lack of oil, water and/or AdBlue during the hire period will be the responsibility of the Hirer, including any losses suffered by the Hirer as a result of being unable to meet any of his contractual obligations.

8.1. If the engine of the vehicle is damaged or destroyed whilst in the possession of the Hirer and said damage is a direct result of negligence on behalf of the Hirer (which will be established by an independent source), the Hirer will be responsible for the full cost of repairing the damage or of replacing the engine.

8.2. Any windscreen, window, tyre or wheel damage is the responsibility of the Hirer and will be deducted from the excess (see clause 11 below).

9. The vehicle will not be used:

9.1. To carry goods in contravention of customs regulations or for any other illegal purpose. In the event of the vehicle being impounded or otherwise taken out of the possession or control of the Hirer or Lessor as a result of a breach of this condition the Hirer shall continue to pay the rental until such time as the vehicle is returned to the Lessor's possession together with the cost of repair of any damage caused as a result of the breach which is not covered by the Lessor's insurance policy.

9.2. To carry passengers or property for consideration, express or implied

9.3. To propel or tow any vehicle or trailer without the consent of the Lessor

9.4. In motor sports, including racing, pace-making, rallying, reliability trials and speed testing

9.5. For purposes of tuition

9.6. By any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by the Road Traffic Acts

9.7. By any person other than:

9.7.1. The Hirer or any person(s) nominated or employed by the Hirer who is approved by the Lessor, is at least 25 years of age or older or who has been pre-approved by the Lessor's insurer if under 25, is duly qualified and holds and has held a current valid full driving licence for at least two years; or

9.7.2. In the case of breakdown or accident, a motor vehicle repairer provided that he is duly qualified and licensed.

9.8. To carry a number of persons and/or equipment which would cause the vehicle to be overloaded or which exceeds any individual axle plated weights which may be applicable or so as to render the vehicle unsafe or illegal. The current overall gross permissible weight is 3,500 kgs.

9.9. To tow a trailer such that the combined train weight exceeds 3500kgs for a Mercedes Sprinter or VW Crafter, 3200kgs tonnes for a VW Transporter and 2,940kgs for a Mercedes Vito where the vehicle is used by the Hirer for 'Hire and Reward' therefore requiring the use of Tachograph equipment which is not fitted to the vehicle.

9.10. Outside the UK without the permission of the Lessor.

10. The Hirer is personally liable to pay the Lessor on demand:

10.1. If the vehicle is not returned to the agreed return location without the Lessor's consent then a fee of £2 + VAT per mile from where the vehicle was left to return it to the agreed return location will be payable.

10.2. All fines and court costs for parking, traffic, congestion charge or other offences, whether motor or other (plus an administration charge of £50 + VAT per offence), incurred during the hire period unless as a result of the act or omission of the Lessor.

10.3. The Lessor's costs, including reasonable legal fees where permitted by law, incurred collecting payments due from Hirer hereunder and

10.4. Lessor's costs to repair collision damages to the vehicle provided. However, if the vehicle is operated in accordance with all the terms hereof, the Hirer's liability for such damage shall not exceed the excess stated on the hire agreement overleaf, with the exception of damage caused to vehicles with a height in excess of six feet due to striking overhead or low structures which shall at all times remain the liability of the Hirer and clauses 8.1 and 9.1 above.

10.5. For loss of future hire income whilst the vehicle is not in service if the vehicle is returned in an unrentable condition.

11. The Hirer agrees that they are liable to pay the excess detailed on the front of the hire agreement plus a £30 + VAT admin fee in the event that the Lessor's vehicle and/or third party vehicle(s) and/or the Lessor's property and/or third party property is damaged. The Hirer agrees that liability is to be decided at the sole discretion of the Lessor's insurer.

12. The Hirer and any authorized user, as described in Paragraph 9.7 above, participate as an insured under the Lessor's automobile insurance policy, a copy of which is available upon request of the Hirer. The Hirer must comply with the terms and conditions of the said policy and in the event of an accident in which he or the vehicle is involved will:

12.1. Obtain names and contact details (address, telephone no, e-mail) of all parties (drivers and witnesses) involved;

12.2. Take photos of all damage to all vehicles involved and details such as date, time, exact, location, road/weather conditions, speed limit, diagrams, etc;

12.3. Not admit liability or guilt or give money to any persons involved;

12.4. Not abandon the vehicle without adequate provision for safeguarding and securing same;

12.5. Call the Lessor by telephone even in case of slight damage; further completing Lessor's accident report, including diagram as required on return of vehicle; and

12.6. Notify the police immediately if another party's guilt or liability has to be ascertained, or if any person is injured

13. The Hirer will do nothing to render the policy invalid or voidable.

14. The Hirer hereby releases and indemnifies Lessor from and against any liability for loss or for damage to any property (including costs relating thereto) left, stored or transported by Hirer or any other person in or upon the vehicle before or after return of the vehicle to Lessor. Any property left or stored at Lessor's premises will be destroyed if left unclaimed after 30 calendar days.

15. Hirer shall always lock the vehicle when left unattended.

16. Hirer should never leave the keys in the vehicle when left unattended.

17. If the vehicle is to be driven outside of the UK it is the Hirer's responsibility to ensure that the tyres adhere to the legislation of the countries in which the vehicle will be driven.

18. Vehicles Parked At Owners Own Risk. The Lessor accepts no liability or responsibility for the Hirer's vehicle (or any vehicle

connected with the hire) and their own personal effects/belongings within their vehicle(s) whilst parked within the Lessor's premises and/or any third party premises connected to the Lessor.

19. Any addition or alteration to these terms and conditions shall be null and void unless agreed upon in writing by the parties. The Hirer agrees that the data shown overleaf may be stored, processed and transmitted electronically by Lessor. This agreement shall be governed by and construed in accordance with the laws of England.

20. Reference to "the Hirer" in this agreement shall include any other person authorized by the Lessor to drive the vehicle during the period of hire, other than an agent of the Lessor.

21. In the event of a booking being cancelled within 14 calendar days of the beginning of the proposed rental period, the Lessor reserves the right to charge not more than 50% of the total hire rental. In the event of a booking being cancelled with no more than 48 hours' notice, the Lessor reserves the right to charge 100% of the total hire rental.

Revised 22nd February 2019