

Terms and Conditions of Hire

1. GENERAL

- 1.1. Where the person who signs this Agreement on behalf of the Hirer they must prove that they are authorised to do so. Both the signatory and the Hirer are then jointly liable under this Agreement.
- 1.2. Neither the Hirer, any servant, nor any authorised driver is, or may hold, themselves to be the servant or agent for any purpose.
- 1.3. The Lessor is not liable for loss of or damage to any property transported or stored in or on the vehicle.
- 1.4. The Lessor is not responsible for any property left in or on the vehicle when it is returned to the Lessor. The Hirer will indemnify the Lessor against any claims relating to such property.
- 1.5. The Hirer may not remove the vehicle from the mainland England, Scotland and Wales without prior written consent from the Lessor.
- 1.6. The vehicle may not be used to propel or tow any other vehicle or trailer. The vehicle must not be driven in a manner that would render void the policy of contract of insurance, or in contravention of any Road Traffic Act or Construction & Use Regulations, or by any person who is not licensed to drive the vehicle, or who is under the influence of alcohol or drugs (illegal or prescribed). Nor must it be driven in the event of mechanical, electrical, or structural failure or damage if further damage might thereby be caused.
- 1.7. 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 a breach will be the equivalent of the daily tariff rate per day until the vehicle is returned or the Lessor receives the value thereof.
- 1.8. The Hirer is not authorised to effect repairs to the vehicle costing more than £25-00 without the Lessors' prior consent. Save to the extent that there may be an excess on the Lessors' insurance that the Hirer is obliged to pay, the Lessor will refund to the Hirer the cost of necessary repairs not exceeding £25-00 (or more if the Lessors' consent has been obtained) on production of VAT receipts and any parts replaced.
- 1.9. If the Hirer is deemed to be in breach of the Agreement, the Lessor may treat the Agreement as terminated and take possession of the vehicle.
- 1.10. Hired vehicles may only be used for social, domestic, pleasure, and in connection with the Hirers business. They must not be used for racing, rallying, towing, or driving instruction. Passengers must not be carried for hire or reward. Under no circumstances must the manufactures recommended seating capacity of the vehicle be exceeded. Hirers breaking this rule may be liable for prosecution.
- 1.11. The Hirer is responsible for all damage above cab height caused by striking overhead objects and also any damage to tyres and glass however caused. Any damage of thus incurred is not covered by the damage waiver.

2. FIXED PENALTIES, ETC.

- 2.1. The Hirer shall be liable to the owner of the vehicle in respect of any fixed penalty offence committed in respect of the vehicle under Part III of the Transport Act 1982 and the RoadTrafficAct 1984.
- 2.2. The Hirer shall be liable to the owner of the vehicle in respect of any excess charge which may be

incurred in the respect of the vehicle in pursuance of an order under Sections 45 & 46 of the Road Traffic Act regulation Act 1984 and the Road Traffic (Parking)Act 1986.

3. USING LESSORS' INSURANCE

- 3.1. This Agreement is subject to and deemed to include the terms, conditions, and limitations of the Lessors' insurance policy.
- 3.2. Under this Agreement on behalf of the Hirer and by any driver accepted by the Lessor who has completed the relevant Drivers Registration Form.
- 3.3. The Hirer agrees to pay insurance charges on the Lessors' current tariff and the cost of any collision damage repair up to the amount of the excess.

4. OBLIGATIONS OF THE HIRER

- 4.1. To pay on the Lessors' current tariff for rental, to pay for any accessories, tyres, or equipment lost, stolen, or damaged. To pay the Lessors' costs or 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 (saved which is caused by the fault of the Lessor) and to pay VAT where appropriate at the current rate.
- 4.2. To ensure that the correct tyre pressures, oil level, screen wash levels, coolant levels, and automatic transmission oil level (where fitted) are maintained throughout the period of rental.
- 4.3. To ensure that the vehicle is always locked when unattended and to take all reasonable steps to prevent loss of or damage to the vehicle, its tyres, tools, accessories, equipment, or contents.
- 4.4. 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.
- 4.5. To return the vehicle together with its accessories, tyres, tools, and equipment to the Lessor at the place specified 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. Failure to do so will result in the withholding of all or part of the Hirers' deposit.

5. OBLIGATIONS OF THE LESSOR

- 5.1. The Lessor is obliged to take all reasonable steps to provide the Hirer with a well-maintained vehicle.
- 5.2. When informed of a breakdown by the Hirer, the Lessor will see that the necessary repairs are carried out promptly if possible.
- 5.3. If repairs to the hired vehicle cannot be carried out promptly, or if the vehicle is no longer available, the Lessor is not obliged to provide a substitute vehicle and may allow the Hirer to terminate the hire. Where possible a substitute vehicle will be provided, but such goodwill does not constitute part of the Agreement and claims for consequential losses cannot be considered.