

VEHICLE HIRE TERMS & CONDITIONS

1. **IN** no event shall the vehicle be used, operated or driven
 - (a) for the carriage of persons for hire or reward whether express or implied.
 - (b) by a person who is less than 25 years of age or more than 70 years of age (unless such approval has been given and agreed in writing) or who has given the Owner any false or fictitious particulars
 - (c) knowingly for any unlawful purpose.
 - (d) to propel or tow any vehicle or trailer.
 - (e) for racing, pace-making, reliability trials, speed testing or driving tuition.
 - (f) by a person except the hirer, or such person or persons as are named overleaf being over 25 years of age and holding a full licence and having the hirer a prior consent, or a motor repairer in the event of an accident or breakdown.
 - (g) to carry a greater number of passengers and or more baggage than is recommended by the manufacturer.
 - (h) after the expiry of the period of hire as stated overleaf or
 - (i) outside the United Kingdom without the express written approval and authorisation of the Owner.
2. **THE** Hirer will return the vehicle to the Owner's address shown overleaf on the date shown overleaf or earlier as demanded by the Owner together with all tyres, tools, accessories and equipment in the same conditions as when received (ordinary wear and tear excepted) provided however that the Hirer observing the terms of this Agreement all respects shall not be liable for loss or damage to the vehicle except that the hirer is liable to account to the owner for all and any of the proceeds of insurance which become due and payable pursuant to the insurance provided hereunder by the owner and if the Hirer has not elected to pay an extra premium to avoid the excess the Hirer shall be responsible for the payment of any collision damage excess.
3. **THE** Hirer shall not use the vehicle if any damage or fault shall arise so as to make the vehicle un-roadworthy or liable to cause danger to any person or property until such damage or fault has been repaired or corrected. In the event of any such fault arising which can be repaired at a total cost of less than £10, the Hirer shall either return the vehicle to the Owner or authorise the carrying out of such repair by a reputable and properly qualified motor repairer. Authorisation of expenditure in excess of £10 must be obtained from the Owner prior to commencement of the repair. The Hirer shall not without the Owner's consent permit or authorise repairs to the vehicle at a total cost exceeding £10 or suffer any lien to be placed upon it and will pay for any and all charges in connection with any such unauthorised repairs. The Hirer shall inform the Owner as soon as reasonably possible of any fault to the vehicle requiring repair or of the carrying out of any repair to the vehicle as aforesaid.
4. **NEITHER** the Hirer nor any other driver of the vehicle shall be or be deemed to be the agent servant or employee of Owner for any reason or for any purpose.
5. **THE** Owner shall provide third party insurance and accidental damage fire & theft coverage for the hired vehicle for the benefit of the Hirer and others at age 25 or over holding a full British driving licence and driving with his prior consent and named by the Hirer overleaf. The Hirer agrees to comply with and be bound by all the terms conditions limitations and restrictions of such a policy as if here fully set forth including any of same not specifically mentioned herein. Such a policy a copy of which may be inspected at the Office of the Owner shall (subject to requirement of the Road Traffic Acts) not apply.
 - (1) to any obligation for which the Hirer or any driver of the vehicle or the employer of either or any insurance carrier may be held liable under any workman's compensation or disability benefit, or similar law.
 - (2) to any obligation assumed by the Hirer or any driver under any express or of implied contract apart from this Rental Agreement.
 - (3) to any liability of the Hirer or any driver or any employer of either ensuring while the vehicle is being used in violation of any of the limitations set forth in Paragraph 1 above or
 - (4) to medical payments required by persons sustaining injuries while riding or alighting from or getting into or on the vehicle.
6. **THE** Hirer shall be liable as owner of the vehicle in respect of:
 - (a) any of the following offenses which may be committed in relation to that vehicle when it is stationary and when a fixed penalty notice is issued, being on a road during the hours of darkness without the lights or reflectors required by law, or being left or parked, or being loaded or unloaded in a road, being used or kept on a public road within the meaning of the vehicles (Excise) Act 1971 without a licence under the Act being exhibited on the vehicle in the manner prescribed under that Act, and the non-payment of the charge made at a street parking place, and
 - (b) any of the offenses or any excess charge pursuant to Sections 1-5 of and schedule 1 of the Road Traffic Act 1974.
7. **THE** Hirer shall immediately report to the Owner any accident in which the vehicle is involved and shall deliver to the Owner or its insurer if so directed by the Owner every process pleading or notice or paper of any kind received by the Hirer or the vehicle relating to any claim suit or proceeding connected with any such accident or event involving vehicle. Neither the Hirer nor any driver of the vehicle shall aid or abet the assertion of any such claim suit or proceeding and shall co-operate fully with the Owner and its insurer in investigating and defending the same.
8. **THE** Hirer shall defend indemnify and hold harmless the Owner from and against any and all losses liabilities damages injuries claims demands costs and expenses arising out of or connected with the possession or use of the vehicle during the rental term (except those covered by the insurance provided hereunder by the Owner) and caused by negligence or non-observance of the terms of the Agreement on the part of the hirer or his drivers, agents or employees including but not limited to any and all claims of liabilities to third parties arising out of the abandonment conversion secretion concealment or unauthorised disposal of the vehicle by the Hirer or his drivers agents or employees or the confiscation of the vehicle by any government authority for illegal or improper use of the said vehicle.
9. **THE** Owner shall not be liable for loss or damage to any property of the Hirer or any other person which may have been in or on the vehicle either before or after its return to the Owner whether or not related to the negligence of the Owner or agents' servants or employees. The Hirer shall assume all risk of such loss or damage waive all claims therefore against the Owner and defend indemnify and hold the Owner harmless from all claims arising out of such loss or damage.
10. **NOTWITHSTANDING** the period of hire shown overleaf
 - (a) the owner may demand the return of the vehicle at any time, save that such a demand is not to be made without reasonable cause.
 - (b) upon the return of the vehicle pursuant to such a demand, the hirer shall not be liable for any charges in respect of the remainder of the hire period.
 - (c) the owner may repossess the vehicle 48 hours after the demand. if the vehicle has not been returned in that time, or sooner, if in the owner's reasonable judgement, the demand may not be complied with.
 - (d) the owner shall not be liable for any loss or damage which the hirer may sustain as a result of such demands and/or repossessions.
11. **THE** Hirer will pay to the Owner, on demand all time mileage service minimum and other charges entered overleaf at the rates shown or computed as provided in this Rental Agreement. If the Hirer has directed charges to be billed to another person and such person shall fail to make payment, the Hirer acknowledges personal liability for and shall pay such charges or demands. The Owner may retain the advance deposit provided overleaf to cover any amount due or which might become due hereunder. The hirer will be liable for any damage to the vehicle until checked by a member of staff, unless you can provide photo or video evidence the damage was not there when returned.
12. **IN** the event of default in the payment or any amount due to the Owner under terms of the Agreement and of this account is placed in the hands of an agency or solicitor for collection or legal actions the Hirer agrees to pay in addition to the amount due hereunder all costs of collection including agency and solicitors' fees and court fees.
13. **THE** number of miles for which the vehicle has been driven under this Rental Agreement shall be determined by reading the standard mileage recording device attached to the vehicle by the manufacturer. If this device fails through mechanical breakdown the mileage charges shall be computed from full particulars in regard to the use of which the vehicle has been put during the period of hire which the Hirer shall furnish to the Owner on demand. If the device shall fail to function because its seals have been tampered with or broken by any person or due to a cause other than mechanical breakdown, the Hirer shall pay for repair of the unit or replacement of the seal as the case may be and also a reasonable vehicle charge calculated in accordance with the information available to the Owner regarding the use of the vehicle and charges raised in rental cases appearing to the Owner to be of similar character (in lieu of the charge calculated as above).¹
14. **THE** Hirer agrees that any mis-statement herein contained or any breach of any provision of agreement will authorise the Owner forthwith to repossess the rental vehicle by use of any lawful means.
15. **THE** Hirer is responsible for theft of the rented vehicle unless keys are removed and doors locked.
16. **THE** Hirer shall have exclusive possession control and use of the motor vehicle for the entire period of this Agreement and the Hirer shall completely assume full responsibility to the public and any regulatory body having jurisdiction. The hirer undertakes to drive and use the vehicle in a skilful and careful manner at all times. All our vehicles are tracked for customer security.
17. **IN** the event of any loss or damage to the vehicle which is prima facie covered by the insurance provided hereunder the owner and the hirer agree.
 - (a) that the hirer's liabilities, if any to the owner in respect of such loss or damage shall be suspended pending the resolution of the insurance claim.
 - (b) that the hirer shall authorise the owner to pursue the insurance claim, collect the proceeds (if any) and retain the same in full and final discharge of the hirer's liabilities to the owner in respect of the loss or damage to which they relate, provided however that if the hirer has not elected to pay an extra premium to avoid the excess the hirer shall be responsible for the payment to the owner of any collision damage excess on demand.