

TERMS AND CONDITIONS

1. In this Agreement the following terms shall have the meanings hereby respectively assigned to them.

Hirer : The person named as such.

Driver: The Hirer and or other person named as such overleaf or any other person specifically approved by the Lessor to drive the vehicle during the duration of this agreement.

Vehicle: The original vehicle described overleaf or any replacement vehicle.

Accessories: The spare wheel, tools and other parts with which the vehicle is supplied and any replacements thereon.

Rental Period: The hire charge for the rental period calculated in accordance with the Lessor`s current tariff.

Rental Charges: The hire charges for the rental period calculated in accordance with the Lessor`s current tariff.

Refuelling Charges: The surcharge which is added to the cost of the amount of Top-Up fuel needed when the vehicle is returned to the Lessor Calculated in accordance with L:essor`s current tariff.

Excessive Amount: The sum specified overleaf as the excess amount.

Excess Waiver Fee: A fee calculated with the Lessor`s current tariff which the Hirers Liability to pay the excess amount to the non-waivable excess.

Non Waivable Excess: The non-waivable excess if Excess Waiver is purchased in accordance with the Lessor`s current tariff or is part of an inclusive tariff rate offered by the Lessor.

Personal Accident, Personal Effects & Goods in Transit Insurance Fees: Fees which entitle the Hirer to the benefits of the cover set out in the master policies issued to the Lessor.

Current Tariff: As contract and current as the commencement of hire.

The Insurance Policy: The Lessor`s policy of insurance on the vehicle a copy of which is available for inspection at the rental location.

2. The Hirer acknowledges that:

(a) the vehicle is fit for the purpose and undertakes to return it and the accessories to the place and on the date due back specified;

(b) he/she has received the vehicle free from apparent defects or damage;

(c) the Lessor has no liability in respect of any injury loss or damage arising from the use of the vehicle, nor shall the Lessor be liable for any indirect loss or damage or in the case of customers damage that was not forceable by ? ?

(d) The Lessor or mechanical injuries which are not / in any user manufacturer`s warranty or any warranty implied by law to take reasonable care.

3. During the rental period the hirer shall keep the vehicle and its accessories in his/her or any approved drivers possession and free from legal process or lien and not in use adequately protected and secured.

4. The Hirer and any driver shall ensure that the vehicle will not be used

(a) for hire or reward.

(b) for racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or propelling or towing any vehicle trailer or other object.

(c) in any manner which might render void the insurance policy or other contract insurance.

(d) for any illegal purpose or in contravention of any legislation affecting the vehicle its use or construction.

(e) by any person who.

(i) is not licensed to drive the vehicle

(ii) is under 25 years of age or over 70.

(iii) is under the influence of drink or drugs.

(iv) has given a fictitious name or address.

(v) has not been approved by the Lessor as a driver.

(vi) has been convicted of a motoring offence the details of which have not been disclosed in writing to the Lessor at the commencement of the hire.

(iv) outside England, Scotland or Wales without prior written consent of the Lessor.

5. The Hirer agrees to pay on demand.

(a) rental charges.

(b) any appropriate Excess Waiver or Personal Effects or Goods in Transit insurance fees, and any Refuelling and miscellaneous charges.

(c) the excess amount in respect of each incident resulting in damage to or loss of the vehicle its accessories or any property left stored or transported in or upon the vehicle.

(d) all fines and court costs incurred in relation to the vehicle by the Hirer or Lessor from the commencement of the rental until the vehicle is returned to the Lessor except when caused through the fault of the Lessor.

(e) any Value Added Tax local or other taxes payable in respect of any of the above.

6. The Hirer shall compensate the Lessor in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the vehicle including loss of revenue to the Lessor for the period during which the vehicle ???

7. The Hirer and any driver shall:

(a) ensure compliance with the terms, conditions and limitations of the insurance policy which shall be deemed to include in this agreement as if the same were fully set out herein.

(b) inform the Lessor immediately of any loss or damage to or fault developing in the vehicle.

(c) at the request and cost of the Lessor permit to be done in his own name all acts and things as may be reasonably required by the Lessor for the purposes of repairing the vehicle or enforcing any rights or remedies or of obtaining relief from other parties in

respect of any loss or damage to or in connection with the vehicle or its accessories.

(d) indemnify the Lessor against any loss incurred by reason or any breach of the Agreement by the Hirer or any driver

(e) ensure the maximum payload and individual axle plate weights are not exceeded

(f) be responsible for the loading and unloading of the vehicle

(g) obtain or maintain any operators licence

8. The Hirer and any driver shall not

(a) without prior consent of the Lessor incur any liability for repairs to the vehicle in excess of £25

(b) be the agent or servant of the Lessor for any purpose

(c) make any claim for loss of or damage to any property stored or transported in or upon the vehicle unless due to our negligence. The Hirer may purchase insurance to cover such loss or damage.

9. Even if an excess waiver fee is paid the Hirer shall be responsible for payments of any excess amount where the loss or of damage to the vehicle or its accessories arises from the negligent or wilful action of the Hirer or driver. You are responsible for any

damage to the vehicle caused by hitting low-level objects such as bridges or low branches.

10. The period of hire as specified overleaf shall not be extended without the Lessors express authorisation in writing and in any event the period of this agreement shall not exceed 90 days.

11. If the hirer does not comply with any of these conditions he/she shall return the vehicle to the Lessor immediately and pay the Lessor on demand any loss it suffers in respect of the Hirers non compliance failing which the Lessor will be at liberty to take

possession of the vehicle and all costs and expenses incidental to recovery of the vehicle shall be repaid by the Hirer to the Lessor on demand.

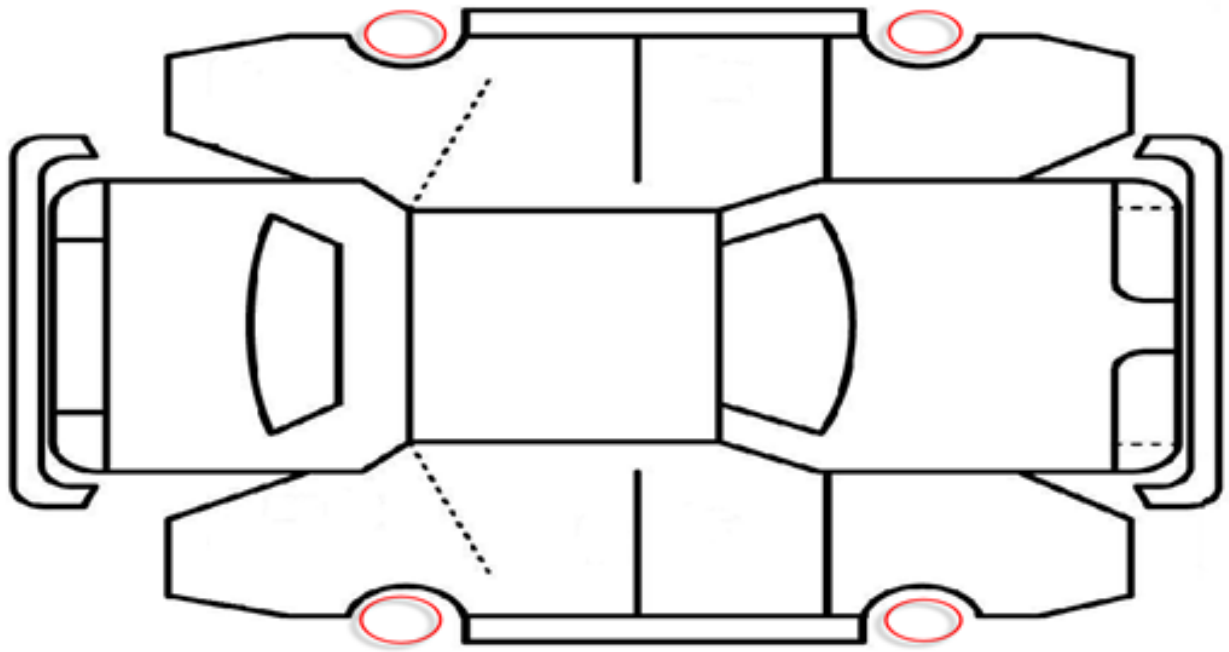
12. Any addition to or alteration to the terms and conditions of this Agreement should be agreed in writing by the parties.

13. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessors liability for death or personal injury resulting in negligence or any other liability of the Lessor which cannot be excluded as a matter of law.

14. Credit/Debit Card Clause

If the rental overleaf has been paid by Credit/Debit Card or the aforementioned card number has been provided as security for the vehicle the Hirer agrees that any additional or unpaid rental charge or insurance excess due to the Lessor can be withdrawn from the said card providing the Lessor advises the Hirer of the appropriate sum outstanding.

Check Body Condition & Report C - Chip D - Dent R - Rust S - Scratch



CHECK OUT

Vehicle Registration :
Mileage Out :
Date :
Time :

Accessories: Wheel Trims Radio Cassette Add. Equipment

Fuel Type Diesel Petrol E _____ 1/4 _____ 1/2 _____ 3/4 _____ F

Checkers Signature (1) _____

Hirers Signature (2) _____

CHECK IN

Date :
Time :

Checkers Signature (1) _____

Hirers Signature (2) _____

Mileage In :
Mileage Out :
Mileage Total: