

TERMS AND CONDITIONS

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

Hirer:	The person named as such overleaf or any other person previously approved by the Lessor to drive the vehicle	Excess Amount:	The sum of £1500 or any larger sum specified as the excess amount overleaf
Driver:	The Hirer and/or other person named as such overleaf or any other person previously approved by the Lessor to drive the vehicle.	Excess Waiver Fee:	A daily fee calculated in accordance with the Lessors current tariff that reduces the Hirers excess amount to £350
Vehicle:	The original vehicle described overleaf or any replacement vehicle	Personal Accident, Personal Effects & Goods in Transit	Fees which entitle the Hirer to the benefits of the cover set out in the policies issued by the Lessor.
Accessories:	The spare wheel, tools and other items with which the vehicle is supplied and any replacements thereof.	Current Tariff:	The Lessor's tariff current at time of commencement of the hire.
Rental Period:	The period from the date and time out stated overleaf until the re-delivery of the vehicle into the physical custody of the Lessor.	The Insurance Policy:	The Lessors policy of insurance on the vehicle, a copy of which is available for inspection at the main office of the Lessor.
Rental Charges:	The hire charges for the rental period calculated in accordance with the Lessors current tariff.	Excluded Occupations:	Students, courier/delivery drivers, market traders, motor factors. Professional entertainment, sport, jockeys or racing.

- The Hirer acknowledges that the vehicle is fit for their purpose and is in good condition and undertakes to return it and its accessories in the same condition, fair wear and tear expected, to the place and on the date due back specified overleaf.
- During the rental period the Hirer shall keep the vehicle and its accessories in their or any drivers possession and free from legal process or lien and when not in use adequately protected and secured.
- The Hirer and any driver shall ensure that the vehicle will not be used:
 - For hire or rewards in particular courier work or multidrop deliveries (internet orders, parcels, food etc.)
 - For racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or other object
 - For any illegal purposes or in contravention of any legislation affecting the vehicle, its use or construction
 - By any person who
 - Is not licensed to drive the vehicle
 - Is under 21 or over 75 years of age
 - Is under the influence of drink or drugs
 - Has given a fictitious name, age or address
 - Has not been approved by the Lessor as a driver
 - Has been convicted of a motoring offence the details of which have not been disclosed in writing to the Lessor at the commencement of hire outside England, Wales or Scotland without the prior consent of the Lessor.
- The Hirer agrees to pay on demand:
 - Rental charges
 - Any appropriate Excess Waiver or Personal Accident, Personal Effects or Goods in Transit insurance fees
 - 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
 - The excess amount in any case where damage or loss is sustained by a Third Party claim is successfully made by them
- The Hirer and any driver shall:
 - Ensure compliance with the terms, conditions and limitations of the insurance policy, which shall be deemed to be included in this agreement as if the same were fully set out herein
 - Inform the Lessor immediately of any loss or damage to or fault developing in the vehicle
 - At the request of the Lessor permit to be done in his 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 of or damage to or in connection with the vehicle or its accessories.
 - Indemnify the Lessor against any loss incurred by reason of breach of the Agreement by the Hirer or any driver
 - Ensure that the maximum payload and individual axle plated weights are not exceeded
 - Be responsible for the loading and unloading of the vehicle
 - Obtain or maintain any necessary operator's licence under the Road Traffic Acts
- The Hirer and any driver shall not:
 - Without the prior consent of the Lessor incur any liability for repairs to the vehicle in excess of £50
 - Be the agent or servant of the Lessor for any purpose
 - Make any claim for loss of or damage to any property left stored or transported in or upon the vehicle
- All conditions and warranties, express or implied as to quality, description, fitness for purpose of the vehicle or otherwise are hereby expressly excluded and the Lessor shall not be liable to the Hirer or any driver or any third party for any loss howsoever caused
- Where the Hirer agrees to insure the vehicle, it is the Hirer's responsibility to insure the vehicle under a comprehensive policy of insurance and indemnify the Lessor against any Third Party claims and compensate the Lessor for any loss or damage. The Hirer will bring a claim for loss of use where appropriate and will agree to pay over such a sum as may be recovered to the Lessor.
- All vehicles are supplied full of fuel. Fuel type is specified overleaf. Refuelling charges will be made at the price specified at the time of hire for vehicles not returned full.
- The Hirer or any driver must possess a current driving licence for the appropriate class of vehicle and must not be disqualified from holding such a licence. Provisional licence holders are not insured to drive.
- The Hirer is responsible for all overhead, tyre, windscreen and interior damage to the vehicle, also any remedial costs associated with self generated problems such as loss of keys, incorrect fuel addition and running out of fuel which are not covered under the insurance policy and are not subject to the excess amount.**
- Notwithstanding the payment of an Excess Waiver Fee, the Hirer shall be responsible for payment of any excess amount where the loss or damage to the vehicle or its accessories arises from the wilful action of the Hirer or any other driver.
- The Lessor reserves the right to charge any refuelling costs, excess amount, overhead, tyre, windscreen and interior damage and remedial costs to the Hirers debit or credit card**
- The Lessor reserves the right to charge the Hirers debit or credit card with an Administration fee for all penalty charge notices and speeding fines**
- These terms and conditions shall extend to any vehicle let under the same hiring agreement and to any period by which the original period may be extended.
- Any additions to or alterations of the terms and conditions of the Agreement shall be null and void unless agreed upon in writing by the parties.
- If the person signing the Agreement is not the named hirer, then the person signing warrant that they are authorised to sign on behalf of the hirer and by doing so becomes jointly and severally liable under this Agreement.

THESE TERMS AND CONDITIONS ARE PART OF THE RENTAL AGREEMENT