

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

**Hirer:** The Person named as such on the rental agreement.

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

**Vehicles:** The original vehicle described on the rental agreement or any replacement vehicle.

**Accessories:** The spare wheel, tools or any other items with which the vehicle is supplied and any replacements thereof.

**Rental Period:** The period from the date and time out stated on the rental agreement until the re-delivery of the vehicle into the physical custody of the Lessor.

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

**Refuelling Charge:** A 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 the Lessor's current tariff.

**Excess Amount:** The sum specified on the rental agreement as the excess amount.

**Excess Waiver Fee:** A fee calculated in accordance with the Lessor's current tariff which limits the Hirer's liability to pay the excess amount to the amount of the non-waivable excess.

**Non Waivable Excess:** The Hire's liability will be limited to the amount of the non waivable excess if the Excess Waiver is purchased in accordance with the Lessor's current tariff or is part of an inclusive tariff rate offered by Lessor.

**Current Tariff:** The Lessor's tariff current at 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 this purpose and undertakes to return it and its accessories to the place and on the date due back specified on the rental agreement;

**b)** they have received the vehicle free from apparent defects or damage except as indicated on collection.

**c)** the Lessor has no liability in respect of 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 consumers, damage which was not foreseeable by both parties;

**d)** the Lessor shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturers warranty or any warranty implied by law to take reasonable care or exercise reasonable skill.

3. During the rental period the Hirer shall keep the vehicle and all its accessories in their or any approved driver's possession and free from legal process or lien and when 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, pace making, rallying, speed testing, driving tuition or similar purposes.

**c)** for propelling or towing any vehicle, trailer or other object unless agreed by the Lessor

prior to the commencement of the hire.

**d)** in any manner which might render void the insurance policy, or other contract of insurance.

**e)** in conjunction with any roof attachments including roof bars, roof racks or storage systems unless agreed by the Lessor prior to the commencement of the hire.

**f)** for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.

**g)** by any person who:

(i) is not licensed to drive the vehicle

(ii) is under the age of 21 years or over the age of 70 years for vans, 25 -70 years for minibuses.

(iii) is under the influence of drink or drugs

(iv) has given a fictitious name, age 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.

**h)** outside England, Wales or Scotland without prior written consent of the Lessor.

5. The Hirer agrees to pay on demand;

**a)** rental charges.

**b)** any appropriate Excess Waiver and 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 where caused through the fault of the Lessor.

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

**f)** All charges relating to damage caused by the vehicles failure to clear bridges, trees, buildings or building overhang, or any other overhead object or inadequate opening. This includes charges for damage caused to the vehicle and the object or objects struck. Excess waiver does not apply to overhead damage.

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 shall remain unavailable for rental by reasons of such matters and any claims made by any persons in respect of the vehicle whilst it is in the Hirer's custody. This clause applies whether you have insurance or not.

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 be included in this agreement as if the same were fully set out herein.

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

**c)** at the request and cost of the Lessor permit to be done in 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 of any breach of this Agreement

by the Hirer or any driver.

- e)** ensure that maximum payload and individual axle plated weights are not exceeded.
- f)** be responsible for the loading or unloading of the vehicle, including removing waste or unwanted materials.
- g)** obtain or maintain any necessary operator's license.

**8.** The Hirer and any driver shall not:

- a)** without prior consent of the Lessor incur any liability for repairs to the vehicle.
- b)** be the agent or servant of the Lessor for any purpose.
- c)** make any claim for loss of or damage to any property left stored or transported in or upon the vehicle unless due to the negligence of the Lessor.

**9.** Even Excess Waiver fee Hirer shall be responsible for payment of any excess amount where the loss of or damage to the vehicle or its accessories arises from the negligence, misuse or wilful action of the Hirer or any driver.

**10.** The period of hire as specified on the rental agreement shall not be extended without the Lessor's express authorisation in writing and in any event the period of this Agreement shall not exceed 90 days.

**11.** HGV Driving License is required for all vehicles over 7.5 tonnes gross vehicle weight. HGV Driving License MUST be accompanied by a current valid standard driving license.

**12.** If the Hirer does not comply with any of these conditions they shall return the vehicle to the Lessor immediately and pay the Lessor on demand any loss it suffers in respect of the Hirer's non compliance, failing which the Lessor shall be at liberty to retake 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.

**13.** Any additions to or alteration of the terms and conditions of this Agreement should be agreed upon in writing by the parties involved.

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