

Terms and Conditions

Insurance

1. That the Insured Vehicle shall not be let out on hire to or driven by any person:
 - (a) under 21 or over 70 years of age
 - (b) who does not hold a full valid British driving licence or (where approved by the Underwriters) a valid British (visitors) or foreign driving licence or a valid International Driving Permit
 - (c) who has had less than twelve months recent regular driving experience of a motor vehicle, other than a motorcycle, whilst holding the form of licence described in (b) above
 - (d) who has had his/her driving licence suspended at any time
 - (e) who has been convicted of any offense in connection with the driving of a motor vehicle or motorcycle and/or has had his/her driving licence endorsed during the five years immediately prior to any hiring or has a prosecution outstanding for any such offense. Parking and not more than two speeding offenses in the past five years may be ignored.
 - (f) who has any physical defect, infirmity, suffers from fits, diabetes or any heart complaint
 - (g) who has had his/her motor insurance declined, or renewal refused, or Policy cancelled, or had terms imposed for any reason
 - (h) who is not a British subject unless he/she has had three years recent driving experience of a motor vehicle other than a motorcycle in the United Kingdom
 - (i) who is a student and/or undergraduate under the age of 25 years
 - (j) who is engaged wholly or partly in professional entertainment, or is a professional sportsman/woman

- (k) who is a jockey or connected with racing of any sort
 - (l) who is a member of any Foreign Armed Forces
 - (m) who whilst driving has been involved in more than one accident during the three years immediately prior to any hiring.
2. The insured vehicle shall be driven only by the hirer or any person who has completed and signed a hirer's proposal immediately prior to any hiring.
 3. The Underwriters shall not be liable for the first amount as may be specified in the Insurance Document, of each claim for damage to the Insured Vehicle.
 4. The insured vehicle shall not be used for other than social, domestic and pleasure, commercial travelling and other business purposes of the hirer (excluding the carriage of goods or passengers for profit).
 5. The Insured Vehicle shall not be used for the carriage of goods of an explosive or dangerous nature.
 6. This Document shall be governed by the Laws of England whose courts shall have jurisdiction in any dispute arising hereunder.

Rental

In this Agreement the following terms shall have the meanings assigned to them:
Hirer: The person named as such overleaf.
Driver: The hirer and/or other person named as such overleaf.
Accessories: The spare wheel, tools, roof rack and other items with which the vehicle is supplied and any replacements thereof.
Rental Period: The period from the check-out date and time stated overleaf until the return 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.
Excess Amount: The sum specified overleaf as the excess amount.
Collision Damage Waiver: A fee calculated in accordance with the Lessor's current tariff which relieves the Hirer of all liability to pay the excess amount.
Personal Accident (P.A.), Personal Effects (P.E.) Goods in Transit (G.I.T.) 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: 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 main office of the Lessor.

General

- a) Should the person signing this agreement not be the Hirer, he or she warrants that they are authorised to sign for the Hirer and by doing so is jointly and severally liable with the Hirer under this Agreement.
- b) The Hirer, his servant, driver or agent, will not pose as a servant or agent of the Lessor.
- c) The Hirer or driver should be aware of the age stipulations under which the Agreement is made.
- d) The period of rental covered in this contract should not exceed 90 days.
- e) The Lessor is not liable in any circumstances for loss or damage to property carried on or in the vehicle, or for any property left in the vehicle on return. The Hirer will indemnify the Lessor against such claims.
- f) Without written consent from the Lessor, the Hirer may not remove the vehicle from the British Mainland or any British Isle from which the hire began, and may not take the vehicle from Northern Ireland to the Republic of Ireland.
- g) Without written consent the vehicle may not be used to propel or tow any other vehicle or trailer.
- h) The Hirer will not use the vehicle in a manner that would render void the insurance policy under which the vehicle is operating or in contravention of any Road Traffic Act or Construction and Use Regulations, or by any person who is not of stipulated age and licensed to drive, or under the influence of alcohol or drugs, nor in the event of mechanical, electrical or structural failure where further damage might thereby be caused.
- i) In the event of the hirer not returning the vehicle at the end of the rental period, this is deemed as a breach of this Agreement and damages would be payable at least equivalent to the rental charges for the period until the return or recovery of the vehicle.
- j) The Hirer is not authorised to effect any necessary repairs to the vehicle above the value of £25.00 without the Lessor's prior consent. Save to the extent that there may be an Excess on the Lessor's 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 Lessor's consent gained) on production of a bona fide VAT receipt and replaced parts.
- k) If the Hirer commits any breach of this Agreement the Lessor may treat the Agreement as terminated and take possession of the vehicle.

The Hirer Warrants:

- i) to operate the vehicle such that the correct levels are maintained for engine oil, battery fluid, coolant, screen wash, and automatic transmission fluid (where applicable) and to check tyre pressure throughout the rental period.
- ii) to ensure the vehicle is secure when unattended taking all reasonable precautions to prevent loss or damage to the vehicle its tyres, accessories, equipment or contents.
- iii) in the event of any damage, loss or fault development to inform the Lessor immediately and to permit the Lessor to carry out essential repairs, servicing or maintenance.
- iv) in the event of any accident to protect the interest of the Lessor's insurance company during the rental period by:
 - a) not admitting liability or guilt
 - b) making every endeavour to obtain names and addresses of parties involved and of independent witnesses
 - c) notifying the police immediately if another party's guilt has been ascertained or if people or animals are injured

- d) not abandoning the vehicle without adequate provisions for safe guarding and securing the same
- e) calling the office of the Lessor in case of damage, further providing a detailed report and diagram to the Lessor.
- v) to return the vehicle together with its accessories, tyres and equipment to the Lessor at the place of origin of hire (unless otherwise agreed overleaf) 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 accepted), clean and tidy (traffic grime accepted).
- vi) even though it may be the Lessor's insurance, the Hirer shall be liable to pay the cost of repair or replacement for any damage suffered by the vehicle as a result of wilful action of the Hirer, driver, servant or agent.
- vii) to pay on the Lessor's current tariff for rental and fuel, to pay for any accessories, tyres or equipment lost, stolen or damaged, to pay the Lessor's costs of 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 during the rental period and which the Lessor is obliged to pay (save when caused by the fault of the Lessor) and to pay VAT where appropriate at the current rate.

Fixed Penalties

- The Hirer shall be liable as owner of the vehicle in respect of:
- a) Any fixed penalty committed in respect of that vehicle under the Road Traffic Offenders Act 1988 as amended by the Parking Act 1989, and any subsequent legislation or orders and any such offence committed under the equivalent legislation applicable in Scotland, and
 - b) Any excess charge which may be incurred in respect of the vehicle in pursuance of an order under Sections 45 and 46 of the Road Traffic Regulations Act 1984 and any subsequent legislation or orders and any such offence committed under the equivalent legislation applicable to Scotland, and
 - c) As a result of the vehicle having been parked or left upon land which is not a public road, any charge or financial penalty which might be demanded by any corporation, Authority or person, and
 - d) Any provisions that may be replaced or amended in respect of the above Acts, Regulations or penalties, including the equivalent legislation applicable to Scotland.

The Lessor Warrants:

- i) to provide the Hirer with a vehicle where all reasonable steps have been taken to ensure its roadworthiness and ensure it is well maintained
- ii) when informed of a breakdown by the Hirer to see the necessary repairs are carried out promptly
- iii) if prompt repair is not possible, to provide a substitute vehicle to allow the Hirer to terminate the hire
- iv) the Lessor shall not be liable to the Hirer or any driver or any third party for any loss howsoever caused.

Using Lessor's Insurance

- i) This agreement is subject to and deemed to include the terms, conditions and limitations of the Lessor's insurance policy.
- ii) Under this Agreement the vehicle hired may only be driven by the person signing the Agreement and those additional authorised drivers who are listed on and have signed the Agreement.
- iii) The Hirer agrees to pay insurance charges on the Lessor's current tariff and (except when the Hirer has agreed to pay the collision damage waiver charge) the cost of any collision damage repair up to the amount of the Excess.
- iv) In the event that the vehicle suffers any damage as a result of the wilful action of the Hirer or any servant or agent of the Hirer, even though it may be covered by the Lessor's insurance, the Hirer shall be liable to pay the cost of the repair.

Using Hirer's Own Insurance

- i) The Hirer undertakes to insure the vehicle, equipment and accessories in its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy by an insurer approved by the Lessor. At the Lessor's request the Hirer must provide full details of the policy before hire commences and shall instruct his insurers that the Lessor's name be endorsed on the policy.
- ii) The Hirer shall not use or permit the vehicle to be used in contravention of the terms and conditions of the Hirer's policy.
- iii) The Hirer shall provide that any compensation due with regard to the Hirer's policy is paid directly to the Lessor. The Hirer will also be liable to compensate the Lessor for ALL loss or damage incurred by the Lessor in addition to the monies (if any) paid to the Lessor by the Hirer's insurers.

Agreement Time Limitation:

The total rental period for this Agreement to operate may not exceed 90 days.