

Vehicle Hire Terms and Conditions

1. In this agreement the following terms shall have the meanings hereby respectively assigned to them.
Lessor: The vehicle hire company.
Hirer: The person named as such overleaf.
Driver: The Hirer and /or other person as such overleaf or any 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 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 overleaf until the re-delivery of the vehicle into the physical custody of the Lessor.
Refuelling Charge: The cost to refuel the vehicle back to the same level as received on commencement of hire, calculated in accordance with the Lessors current tariff.
Excess Amount: The sum specified overleaf 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 of the non-waivable excess.
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 his purpose and undertakes to return it and its accessories to the place and on the date and time due back as specified overleaf
 - b. He has received the vehicle free from apparent defects or damage (except as indicated overleaf)
 - 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 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 Manufacturer's warranty or any warranty implied by law to take reasonable care or exercise reasonable skill.
 - e. The Lessor has no liability in respect of any missed event, departure or pre booking, howsoever caused, and arising from the use of the vehicle.
3. During the rental period the Hirer shall keep the vehicle and all its accessories in his 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 or for propelling or towing any vehicle, trailer or other object.
 - c. In any manner which might render void the insurance policy, or other contract of 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 licenced to drive the vehicle.
 - ii. Is less than 21 years of age or over 75 years of age.
 - iii. Has less held their licence for under two years.
 - iv. Is under the influence of drink or drugs.
 - v. Has given a fictitious name, age or address.
 - vi. Has not been approved by the Lessor as a driver.
 - vii. 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.
 - f. Outside England, Wales or Scotland without prior consent of the Lessor.
5. The Hirer agrees to pay on demand:
 - a. Rental charges.
 - b. Any appropriate Excess Waiver, Refuelling and miscellaneous charges.
 - c. All costs relating to wheel, tyre or body glass, all of which ARE NOT covered under the hire insurance.
 - d. All costs relating to over height damage to the vehicle and any associated third party cost relating to such damage.
 - e. The excess amount in respect of each motor vehicle accident with a third party vehicle resulting in damage to or loss of the vehicle, its accessories or any property left stored or transported in or upon the vehicle.
 - f. All costs relating to damage caused by mishandling or securing of any load.
 - g. All costs relating to accidental or non-accidental damage caused by driver negligence, ignorance or error, howsoever caused.
 - h. All costs relating to damage caused by maintenance neglect, ignorance or negligence.
 - i. All fines, admin charges 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.
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 reason 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 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 purpose of repairing the vehicle or enforcing any rights or remedies or of obtaining relief from other parties in respect of any loss of damage to or in connection with the vehicle or its accessories.
 - d. Indemnify the Lessor against any loss incurred by reason of breach of this agreement by the Hirer or any driver.
 - e. Ensure the maximum payload and individual axle plated weights are not exceeded.
 - f. Be responsible for the loading and unloading of the vehicle.
 - g. Obtain or maintain any necessary operator's licence.
8. The Hirer and any driver shall not:
 - a. Without prior consent of the Lessor incur and liability for repairs to the vehicle in excess of £20.
 - 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 our negligence. The Hirer may purchase insurance to cover such loss or damage independently at his own cost.
9. Even if an excess waiver fee is paid, the 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 negligent or wilful action of the hire or any driver.
10. The period of hire as specified overleaf 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 Licence is required for all vehicles over 7.5 tonnes gross vehicle weight. HGV driving Licences MUST be accompanied by a current and valid ordinary driving licence.
12. If the hirer does not comply with any of these conditions he shall return the vehicle to the Lessor immediately and pay to the Lessor on demand any loss it suffers in respect of the Hirer's non-compliance, failing which the Lessor shall be at liability 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 addition to or alteration of the terms and conditions of this agreement should be agreed upon in writing by the parties.
14. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's ability for death or personal injury resulting from negligence or any other liability of the Lessor which cannot be excluded as a matter of law.
15. Smoking in the vehicle is strictly forbidden and illegal. Any evidence of smoking or smoke odour will result in an immediate charge of £100 and possible termination of the hire.
16. The carriage of animals including pets is strictly forbidden without prior consent, a minimum valet fee of £100 will be immediately charged for the removal of any pet hair, animal waste or staining.
17. The vehicle must be returned with the same level of fuel as received. Should the vehicle be returned with less fuel than received the Lessor will refuel to the correct level and a Refuelling Charge will be immediately taken on demand.
18. Any Traffic, Parking or Non-Payment of Toll offence will incur an admin fee of £50 for each received, we may if deemed necessary also pay the charge or fine or transfer the liability to the Hirer or any driver. If liability is transferred to the Hirer or any driver, any costs requested by the issuer are payable to the issuer of the offence. All costs dealt with by the Lessor in relation to the offence will be immediately taken on demand.
19. The Hirer or any driver will pay on demand all costs relating to lost keys, incorrect filling of fuel type or lack of fuel resulting in breakdown.
20. The Hirer or any driver will pay on demand any valet charge should the vehicle be returned in a condition deemed excessive beyond normal hire use. The Lessor will deem whether this is excessive and his decision is final.
21. The Hirer or any driver as named overleaf has deemed by way of signature authority to debit the nominated credit or debit card for all costs relating to the hire including administration charges, Refuelling Charges, extensions and all additional charges resulting from this hire including any Excess Amount. There is no time limit when any charges can be taken.
22. Excess mileage charges will apply to all hires exceeding 28 days, this amount is dependent on vehicle make and model and are available on request.
23. The Hirer or any driver will pay on demand any Value Added Tax, local or other taxes payable in respect of any of the above which excludes VAT.

THESE TERMS AND CONDITIONS ARE PART OF THE RENTAL AGREEMENT AND YOUR SIGNATURE AND/OR TAKING OF THE VEHICLE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS IN FULL.