

TERMS AND CONDITIONS

1. GENERAL

1.1 These Terms and Conditions shall be incorporated into and govern this Agreement made between the Owner and the Renter whose names and addresses are set out overleaf to the exclusion of all or any other terms and conditions.

1.2 Words and expressions defined overleaf shall where applicable have the same meanings when used herein. In addition the term "Vehicle" when used herein shall (if applicable) be deemed to include any replacement vehicle and all tyres, tools, accessories, parts and equipment relating to Vehicle.

1.3 Where the person signing this Agreement on behalf of Renter is not Renter, he or she represents and warrants to Owner that he or she is authorised to sign and to enter into this Agreement for and on behalf of Renter and all agreements and obligations on the part of Renter hereunder shall be deemed to be made by such person jointly and severally with Renter.

2. HIRE OF VEHICLE

2.0 Owner agrees to let and Renter agrees to take on hire Vehicle upon and subject to the terms and conditions of this Agreement.

2.1 The period of hire shall commence on the Time and Date Out specified overleaf and shall continue (subject to earlier termination by either party or any extension in accordance with this Agreement) until the Time and Date Due Back specified overleaf.

2.3 The period of hire may not be extended without Owner's prior written consent.

3. PROHIBITED USES

3.1 Renter will not use Vehicle or allow Vehicle to be used for any purpose for which it is neither designed, suitable nor hired including (without limitation) the carriage of passengers and/or property for hire or reward; any unlawful, hazardous or unusual purpose; propelling or towing any other vehicle or trailer or for any similar purpose without Owner's prior written consent; racing, rallying, pace-making, reliability, speed testing or other trials, competitions of any sort or driving tuition; carrying a number of passengers and/or property which would cause Vehicle to be overloaded or would cause any applicable restriction to be exceeded; the use of Vehicle on any surface other than roads with a tarmacadam or concrete surface over which there is a right of way (public or private) for motor vehicles.

3.2 Renter will not allow Vehicle to be driven by any person who has not been approved in writing by the Owner.

3.3 Renter will not take or allow Vehicle to be taken outside the United Kingdom without Owner's prior written consent. As a pre-condition of any consent Renter must produce to Owner evidence satisfactory to Owner of adequate insurance arrangements for taking Vehicle abroad including (without limitation) an International Motor Insurance Card ("Green Card") and/or Bailbond (as the case may be).

3.4 Renter will not use any vehicle with a gross vehicle weight over 3.5 tonnes without a full valid and current Operators license where the vehicle is being used for business use.

4. PAYMENTS

4.1 Renter will pay to Owner on demand:

- (a) the Total Deposited as specified overleaf together with any further deposits requested by Owner on or before the commencement of any extension of the period of hire, which Owner may apply at any time towards payment of any sums due from Renter hereunder; the rental and mileage charges computed at the rate specified overleaf for the mileage covered or deemed to have been covered by Vehicle from the commencement of the period of hire until Vehicle is returned to Owner in accordance with the terms of this Agreement as recorded by the odometer installed in Vehicle when received provided that if Owner decides in its absolute discretion that the odometer has failed or malfunctioned or has been interfered with in any way the mileage charge shall be estimated by Owner in its absolute discretion;
- (b) the amounts (if any) specified overleaf for Time charges, Collision Damage Waiver, Theft Protection, and the miscellaneous other charges (if any) specified overleaf;
- (c) all fines, penalties, costs, charges and liabilities relating to parking, road traffic or other offences or contraventions or restoration charges and loss of income if the vehicle is seized by Customs and Excise incurred in relation to Vehicle by Renter or Owner (except where caused through fault of Owner) from the commencement of this Agreement until Vehicle is returned to Owner in accordance with the terms of this Agreement by the nominated payment method stated overleaf regardless of the time lapsed between offence and notification of offence to Owner, and Renter will allow Owner to process electronic CNP transactions for these amounts plus a reasonable administration fee not less than £25.00;
- (d) Owner's costs or repairing or replacing Vehicle in the event of loss, theft or damage howsoever caused, plus loss of revenue to Owner (calculated at Owner's unlimited mileage charges for the period during which Vehicle shall remain unavailable for rental by reason of such matters) provided that if Vehicle is operated in accordance with all the terms of this Agreement;
- (f) Renter's Liability in respect of damage to or Theft of Vehicle will be limited to a non-waivable excess charge in accordance with Owner's current tariff as specified overleaf, except where the damage or theft has been caused by the negligence of the Renter;
- (g) the cost of refuelling Vehicle if returned to Owner with less fuel than was contained in Vehicle's fuel tank at the commencement of the period of hire together with Owner's current tariff for refuelling service charges;
- (h) Owner's cost incurred in recovering Vehicle in the event Renter fails to return it to Owner in accordance with the terms of this Agreement;
- (i) any value added tax or local or other taxes payable in respect of any of the above.

4.2 All overdue payments shall bear interest on the amount overdue at the rate prevailing laid down by the Government from the date such sums become due to the date of actual payment. Owner reserves the right to charge administration fees.

5. RENTER'S OBLIGATIONS

Renter shall at all times during the term of this Agreement:

- (a) take proper care of Vehicle and ensure Vehicle is used in a lawful and reasonable manner in all respects and in particular (without limitation) will keep Vehicle locked when not in use and shall ensure that ignition keys and/or security arming devices are not left in the vehicle when unattended.
- (b) return Vehicle to Owner in the same condition as when received as evidenced by Renter's signature on Owner's "Check-in-slip" relating to Vehicle (fair wear and tear only excepted) to Owner's address specified overleaf immediately upon demand by Owner (such demand not to be made without reasonable cause) subject to a refund to Renter of any sums already paid by Renter in excess of those due under the terms of this Agreement;
- (c) immediately report any accident, loss or damage involving Vehicle to Owner and the police or other proper authority and at Owner's request complete Owner's accident report form without delay;
- (d) immediately report any breakdown, fault or defect, reasonably requiring repair to Owner and will not, in the case of a defect or fault which makes Vehicle unroadworthy or liable to cause damage or danger to persons or property or further damage to Vehicle, use Vehicle until such defect or fault has been repaired or corrected and will take all reasonable steps to prevent or mitigate any loss or damage occurring to Vehicle;
- (e) obtain Owner's prior written consent before incurring repair costs in excess of £25;
- (f) not remove or interfere with any Vehicle parts or spares or with any identification marks or plates affixed to Vehicle;
- (g) inform Owner immediately upon request of the whereabouts of Vehicle;
- (h) not sell, mortgage, charge, pledge, assign, underlet, lend or otherwise dispose of or part with possession of Vehicle at any time or contract so to do or otherwise deal with Vehicle in any manner inconsistent with Owner's rights;
- (i) maintain all oil and fluid levels and tyre pressures in accordance with the manufacturer's recommendations;
- (j) at Owner's request assist Owner in enforcing any rights or remedies Owner may have against third parties in respect of any loss or damage to or in connection with Vehicle arising during the term of this Agreement.

6. LIMITATION OF LIABILITY

6.1 Owner warrants that from the commencement of the period of hire:

- (a) to take all reasonable steps to provide the Renter with a well maintained vehicle;
- (b) when informed of a breakdown by the Renter to see that the necessary repairs are carried out promptly, if possible;
- (c) if repairs cannot be carried out promptly, to provide a substitute vehicle or allow the Renter to terminate hire.

6.2 All other warranties, conditions or terms relating to contracts of hire and whether implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. In particular (but without limitation) Owner shall not be liable to Renter for any indirect or consequential loss or damage (including loss of revenue), costs, expenses, liabilities or any other claims or demands arising out of or in respect of:

- (a) any breakdown, malfunction, failure or defect of Vehicle; (b) any property left, stored or transported by Renter or by any other person in or upon Vehicle either before or after the return of Vehicle to Owner. Provided always that nothing herein contained shall restrict or exclude Owner's liability for death or personal injury caused by Owner's negligence or any other liability of Owner which cannot be excluded as a matter of law.

7. INSURANCE

7.1 Except where Renter has elected personally to insure Vehicle as evidenced by Renter's signature in the "Accepts" space overleaf, Renter participates as an insured under Owner's vehicle insurance

policy and agrees to observe all the terms and conditions thereof. A summary of the terms and conditions of such insurance policy is available for inspection at Owner's address specified overleaf. Renter further agrees to protect the interests of Owner and Owner's insurance company in the case of an accident during the term of this Agreement by:

- (a) making every endeavour to obtain names and addresses of parties involved and of witnesses;
- (b) not admitting liability or guilt to any third party; (c) not abandoning Vehicle without adequate provisions for safeguarding and securing the same;
- (d) calling Owner's office by telephone using the number specified overleaf and further giving a detailed report including (without limitation) plans and drawings to Owner;
- (e) notifying the police or other proper authority immediately.

7.2 Where Renter has elected personally to insure Vehicle (evidenced as aforesaid), Renter undertakes to insure and keep insured Vehicle during the term of this Agreement under a fully comprehensive motor insurance policy (including windscreen damage) to its full replacement value, free from limitation or excess, with reputable insurers approved in writing by Owner. Renter agrees to observe all the terms and conditions of the said policy. Renter shall at Owner's request supply full details of such policy to Owner and shall ensure Owner's interest in Vehicle is endorsed upon the said policy. Renter shall procure that any money paid by Renter's insurers under the said policy is paid directly to Owner, and Renter shall compensate Owner for any loss or damage suffered by Owner in excess of any monies received by Owner.

8. INDEMNITY

Renter will indemnify and hold harmless Owner and keep Owner indemnified and held harmless against all costs, losses, claims or damages, expenses and liabilities of whatsoever nature suffered, incurred or sustained by Owner as a result of or in connection with:

- (a) any breach by Renter of any of the provisions of this Agreement; and
- (b) any loss or damage to property left, stored or transported by Renter or by any other person in or upon Vehicle either before or after return of Vehicle to Owner. Provided that this indemnity shall not apply to any liability of Owner for death or personal injury caused by Owner's negligence or any other liability of Owner which cannot be excluded as a matter of law.

9. TERMINATION

9.1 If Renter commits any breach of this Agreement; or if any statement, representation or warranty made by Renter overleaf or in these terms and conditions in respect of himself or any Additional Driver is incorrect; or if a receiving order is made or a petition in bankruptcy is presented against Renter (or, being a company, Renter goes into liquidation, whether voluntarily or compulsorily or a receiver, administrator, administrative receiver or manager shall be appointed over the whole or part of its business or assets); or if Renter offers to make any arrangement with its creditors or if any distress or execution is levied against any of its goods; then in any such event Owner may terminate this Agreement forthwith but without prejudice to any of Owner's accrued rights and remedies against Renter.

9.2 On the expiry or termination of this Agreement, howsoever occasioned, Renter shall no longer be in possession of Vehicle with Owner's consent and Renter shall forthwith return Vehicle in the same condition as when received as evidenced by Renter's signature on Owner's "Check-in slip" relating to Vehicle (fair wear and tear only excepted) to Owner's address specified overleaf, provided that under no circumstances shall Renter return Vehicle to Owner outside Owner's normal published opening hours without Owner's prior written consent. If Renter commits any breach of this Agreement, Owner may, without notice, retake possession of Vehicle together with the insurance certificate and any other documents of Owner and for such purpose may enter upon any premises belonging to or in the occupation or control of Renter.

10. DATA PROTECTION ACT

The information that you have provided on this form will be used by the Owner to fulfil the contract that you have placed with us. We will not pass your information to any organisation outside this company other than to our insurers, Rival Insurance Services Ltd, PO Box 11992, Birmingham, B12 0ZR. We may use your information to let you know about other products and services offered by this company which we think will be of interest to you, or to undertake quality control questionnaires. If you do not want to receive this information or to take part in any survey we undertake then please advise us either verbally or by writing to Customer Services at the address on the front of the agreement.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties hereto and no variation to this Agreement shall be binding unless agreed in writing by Owner.