

TERMS AND CONDITIONS

The hirer understands and agrees that :-

1. When the hirer signs this Agreement he accepts the conditions set out in this agreement and that any additional authorised driver is the agent of the hirer and is bound by its terms.
2. The lessor is not liable for any loss or damage to any property, articles or possessions stored, transported or left on or in the vehicle. The lessor expressly excludes any duty of reasonable care owed by the lessor in relation to such property. The hirer agrees to indemnify fully the lessor against any claim by a third party which the lessor may become liable to meet.
3. The vehicle may or may not have an alarm or tracking device fitted (for deterrent purposes) even though stickers are displayed.

The hirer agrees :-

4. To pay on demand agreed charges in respect of :-
 - (a) rental including any additional insurance charges or other charges stated in the agreement.
 - (b) fuel
 - (c) any policy excess
 - (d) all fines, penalties, charges and court costs incurred (including any costs which arise if the vehicle is clamped), whilst the vehicle is on rental except where caused through the fault of the lessor
 - (e) reasonable administration charges incurred by the lessor resulting from failure of the hirer to pay the charges referred to in paragraph (d) above and also under clause 10 hereof.
 - (f) any charges arising from HM Customs and Excise or other Authority seizing the vehicle including recovery charges, together with compensation to the lessor for loss of income whilst the vehicle cannot be rented out during any period of seizure.
 - (g) reasonable charges incurred due to breach of clause 7 by the hirer (including charges incurred in recovering the vehicle).
 - (h) damage to, or loss of accessories, tyres, windscreens, tools and equipment including damage sustained when articles are carried on a roof rack, see condition 6 below
 - (i) valet charges and loss of use if the vehicle is returned in a state not fit to be rehire due to offensive odour caused by meats, fish, dairy produce, alcohol, travel sickness, or similar
 - (j) damage caused by children and animals
 - (k) The hirer will be liable for the full replacement cost of radio/cassette/cd player if stolen where (a) an extractable type has not been removed from the vehicle whilst unattended or (b) where a detachable panel has not been removed from the vehicle whilst unattended. The obligation imposed by this clause is absolute.
5.
 - (a) To inform the lessor immediately of any loss or damage to, or fault developing in, or service due on, the rental vehicle.
 - (b) To permit the lessor to carry out on demand all essential repairs and servicing
 - (c) To ensure that the hirer uses the correct fuel and to maintain all essential every day fluid levels and tyre pressures.
 - (d) To allow a member of staff to check and approve the mileage and condition of the vehicle at the start of each and every extension of the hire.
6. The hirer agrees to ensure that any property secured to or being carried on a roof rack of any hired vehicle which has a permanently fitted manufacturers roof rack shall be properly and safely secured. The hirer shall be liable for all loss and damage caused to the hire vehicle and/ or any third party property or personal injury resulting from a failure to secure property being carried on such roof rack. **Note:** the lessors absolutely prohibit the fitting by the hirer of any roof rack to a hired vehicle. Only permanently fitted racks may be used.
7. To return the vehicle, its accessories and tyres :-
 - (a) On the date and at the time specified herein, or sooner if demanded by the lessor (such demand not to be made by the lessor without reasonable cause). If you do not bring the vehicle back on time you are breaking the conditions of this agreement
 - (b) to the place agreed and during the opening hours displayed at that place. If we have agreed that you may return the vehicle outside business hours, you will remain responsible for the vehicle and its condition until it is inspected by a member of the rental staff.
 - (c) in the condition prevailing at the commencement of rental, fair wear and tear excepted.
 - (d) in a clean and tidy condition, traffic grime excepted.
 - (e) It is a strict condition that no extension of the hire originally funded by credit card will be granted by the lessor until further authorisation of payment is granted by the credit card company.
8.
 - (a) Not to sell, rent or dispose of the vehicle or any of its parts.

The hirer agrees:-

9.
 - (a) that the vehicle will not be driven in a manner which would render void the policy or other contract of insurance
 - (b) that the vehicle will not be driven by any person who is not an authorised driver under this agreement.
 - (c) That the vehicle will not be used to propel or tow any other vehicle or trailer without prior permission of the lessor
 - (d) That the vehicle will not be driven outwith the UK mainland except with the written permission of the lessor and on such terms and conditions as are specifically imposed.
 - (e) That the vehicle will not be driven as soon as mechanical, electrical or structural failure in the vehicle occurs. The hirer shall immediately report to the lessor the occurrence of the above.
 - (f) That he will not drive the vehicle under the influence of drugs or alcohol, nor permit any person to drive the vehicle who is under such influence or who does not hold a valid licence to drive (including disqualification from driving).
 - (g) To compensate the lessor for all losses sustained as a result of breach by the hirer (or other authorised driver) of the insurance policy conditions which apply to the vehicle at the time of hire.

The hirer shall be liable as if he were the owner of the vehicle in respect of :-

10.
 - (a) any financial penalty or charge which may be demanded by any person, corporation or authority as a result of the vehicle having been parked or left upon land which is not a public road.
 - (b) all congestion charges including bus lane charges/ penalties incurred as a result of the use of the vehicle by the hirer or authorised driver.

The lessor accepts responsibility to :-

11.
 - (a) have maintained the vehicle to at least the manufacturers recommended standard
 - (b) rectify, substitute or terminate the hire of any vehicle which has a major breakdown
 - (c) reimburse the hirer for all costs of oil and mechanical repairs up to £55.00 on production by the hirer of a V.A.T. invoice and any parts which required to be replaced
 - (d) arrange and/or carry out any required mechanical repairs when necessary
 - (e) provide full assistance and to minimise inconvenience to the hirer in the event of a vehicle breakdown
 - (f) to arrange insurance with a reputable insurer subject to the terms and conditions of the insurance policy, except where the hirer agrees to obtain his own insurance cover (see Clause13)

The hirer accepts :-

12.
 - (a) that he should not hold himself out to be the agent or servant of the lessor for any purpose
 - (b) that repairs to the vehicle in excess of £55.00 must not be entered into without the prior consent of the lessor.
 - (c) that this agreement is governed by Scottish Law. Any dispute shall be subject to the sole and exclusive jurisdiction of the Scottish Courts.

Customers own insurance

13. Where the hirer agrees to arrange his own insurance for the vehicle, the hirer undertakes to arrange for a reputable insurer to insure the vehicle under a comprehensive policy and not simply third party fire and theft (without any policy excess) so that indemnity for the full amount of any loss will be granted by such insurer in the event of any loss or damage, (whether damage to the vehicle, property or personal injury) occurring during the period of hire. The hirer undertakes to exhibit written confirmation of the insurance cover arranged by the hirer, with full details of the type of policy, the insurer and the extent of cover. Any failure to exhibit written details of said insurance policy will entitle the lessor to decline the hire. In the event of the following, namely (a) loss or damage to the vehicle/ contents; (b) loss or damage to the property of any third party; or (c) injury to any person - or any of the foregoing, arising from the use of the said vehicle during the period of hire and (d) in the event that the hirer's own insurers decline to grant full indemnity under the hirers own insurance policy, the hirer agrees personally to indemnify fully the lessor against all loss and damage, outlays and expenses suffered by the lessor. For the avoidance of doubt the indemnity granted by the hirer to the lessor will operate irrespective of whether the hirer's own insurers are justified in declining to make payment under the hirer's own insurance policy. **Note:** You must advise your insurer of the details of the hire vehicle to be covered by your insurance and obtain written confirmation from your insurer of the policy cover relating to the hire vehicle, to exhibit

You must not give anyone any legal rights over the vehicle

- (b) The hirer agrees to ensure that the vehicle is locked and the keys are safely retained by him when he is not in or driving the vehicle. If the car is left unlocked or if car keys are left in a vehicle or given to another person who is not a named driver and the vehicle is subsequently stolen (whether permanently or temporarily) the hirer hereby agrees to be liable to the lessor for any damage sustained to the vehicle or for the full cost of the vehicle (if not returned) including any reasonable costs incurred in recovering the vehicle. For the avoidance of doubt where the relevant insurer declines to indemnify due to a breach of any insurance policy condition requiring the vehicle to be locked or the keys to be removed from any unattended vehicle or requiring the vehicle to be driven only by a named driver, the hirer hereby accepts personal liability to compensate the lessor for all losses sustained by the lessor, even although reasonable care may have been exercised by the hirer.
- (c) All charges, compensation, damages or other costs due by the hirer under this agreement will become immediately payable upon the conclusion of the hire or when losses are sustained by the lessor, whichever is the earlier.

Insurance Proposal – Has Hirer or any other driver :

1. Defective vision or hearing or suffered at any time from diabetes, fits, any complaints of the heart or any other disease or infirmity?
2. Been convicted of any motoring offence during the last five years, or had you licence suspended during the last ten years, or are you waiting to be prosecuted?
3. Been refused Motor Insurance cover or has special conditions imposed by any insurance company?
4. Had any accidents or made any claims in the past 36 months?
5. Held a full driving licence for a minimum of 1 year?

As far as I know the information in this proposal is correct and complete. I have not withheld any information which might affect your decision to accept this proposal.

to the lessor.

14. The lessor shall not be liable for direct or indirect losses arising as a result of the loss or damage to the vehicle including any loss of earnings, loss of profits or loss of opportunity sustained by the hirer.

Information

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it onto any of its members for any purpose stated in the Data Protection Act 1984.

Answer Yes or No(to be completed by Hirer)

- | | |
|----|--------------------------------------|
| 1. | REFERRAL TO INSURANCE COMPANY |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

Your Signature _____