

General Conditions

1. The vehicle described overleaf is the property of the Lessor. The Hirer described overleaf and Declaration overleaf agrees to return the vehicle together with all tyres, stereo, tools, accessories and other equipment in the same condition as received and free from any rubbish at commencement of this Rental Agreement to the place and on the date and time specified overleaf, or sooner if demanded by the Lessor

2. During the rental period the Hirer shall keep the Vehicle together with its accessories, tools and equipment in his/her sole possession and free from any and all legal process or lien. and when not in use to adequately protect, secure and park it safely and legally. Failure to do so will result in charges to the Hirer.

The Vehicle will not be used:

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a) for the carriage of passengers for hire or reward.

b) for any unlawful purpose or in contravention of any Act, Order or Regulation affecting the Vehicle or its use of construction.

c) to propel or tow any other vehicle or trailer.

d) for racing, pacemaking, reliability trials, speed testing or driving tuition. e) to carry a greater number of passengers and/or more baggage than recommended by the Manufacturer.

f) by any person other than the Hirer who has signed the Rental Agreement or who has been nominated as a driver by Hirer and approved by Lessor otherwise you will be liable for your excess

g) by any person who has within the preceding period of eight years been convicted of a driving offence under the influence of drugs or alcohol, or dangerous driving, or has had more than one accident in the previous three years.

h) by any person not holding a valid current licence, including where necessary or appropriate HGV driving licence.

i) to contravene any Operator's Licence regulations if being used for business use.

j) by any person under 21 years of age, or over 70 years of age, unless authorised by the Lessor.

k) in any manner which may render the applicable insurance policy void.

l) outside England, Scotland or Wales without the Lessor's consent. In which event, adequate insurance for the purpose of Foreign use must, prior to any travel commitment or arrangement be in force and the provision of same shall be subject to separate and additional insurance premium, payment of which shall fall to the Hirer.

m) in circumstances where the maximum pay load or individual axle plate weights are exceeded, Hirer is responsible for any damage caused to the vehicle and any recovery costs that are incurred.

4. Where a hirer signing this Agreement purports to do so on behalf of another, they warrant that they are authorised to do so and in such case is deemed to act as Agent Universal, but in any event shall remain personally liable to the Lessor.

5. Neither the Hirer nor any servant as Agent of the Hirer is or may hold himself out to be the Servant or Agent of the Lessor for any purpose whatsoever.

6. The Hirer is not authorised to effect any repairs to the Vehicle nor to incur any cost on the Lessor's Account without the Lessor's express prior consent.

7. Hirer expressly acknowledges personal liability to pay Lessor on demand:

a) the Rental due under this agreement.

b) time, collision damage waiver and miscellaneous charges at the rates specified in this Agreement, and by the Lessor.

c) Lessor's costs, including reasonable legal fees incurred in collecting payments due from the Hirer.

d) compensation for Lessor's loss of use of the Vehicle whilst being recovered at the termination of this Rental, whilst being repaired as a consequent of any collision or other damage suffered before the Vehicle was returned to the Lessor's place of business.

e) Compensation for the Lessor's loss of use of the Vehicle if the Vehicle has been impounded due to the use of the Hirer, be it by the Police, Customs or any other governing body.

8. The Lessor's is not and cannot be held liable for loss or damage to any property stored, transported in or on the Vehicle both during the hire and after it has been returned to the Lessor's possession.

Maintenance and Recovery.

9. The Hirer is responsible for informing the Lessor of any service, work or general maintenance required by the vehicle immediately. Failure to do so will result in not only charges but also the loss of Breakdown and Recovery support for the Hirer.

a) If on a long term hire it is the drivers responsibility to notify the lessor of any defects, services or damage immediately.

b) All drivers are responsible for daily vehicle checks of all levels, tyres and lights.

10. The Hirer is responsible for any costs, including recovery if a problem arises due to driver/Hirer negligence this would include:

a) Putting the wrong fuel in the vehicle

b) Damage to the windscreen

c) Punctures caused by negligence (wear and tear are included in the hire)

d) Flat batteries due to operating the tail lift, lights or stereo's being left on.

e) Driving into bollards, hitting trees, kerbs or width restrictions for which there is no insurance cover

f) Loss of the keys to the vehicle.

Charges can be made at a later date if this is proven after the event or occurrence of the problem.

11. All recoveries are, unless covered by Manufacturer's Warranty dealt with from our Head Quarters based in Kent

Fixed Penalties etc.

All Fixed Penalties, Toll fees, Congestion charges are subject to an Administration fee. These charges are payable immediately. If a dispute is successful a refund can be given.

12. The Hirer shall be liable as owner of the Vehicle in respect of :

a) any fixed penalty offence committed in respect of that Vehicle under part 111 and the relevant schedules of the Road Traffic Offenders Act 1988 as amended by the Parking Act 1989 and as those provisions may be amended or replaced from time to time:

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 Regulation Act 1984 as amended by the Road Traffic Offenders Act 1988 and by the Parking Act 1989, and as those provisions may be amended or replaced from time to time:

and

c) any financial penalty or charge which may be demanded by any Person Corporation or Authority as a result of the Vehicle being parked or left upon land which is not a public road.

and

d) any Toll or Congestion charges.

Insurance provided by the Lessor.

13. Unless the Hirer elects to provide their own insurance the Vehicle is at all times, covered by the Lessors Insurance policy. The Hirer shall, however remain liable for any loss or damage to the Vehicle as a result of the wilful act or negligence of the Hirer, his agent(s) or servant(s) or any breach of the terms of the insurance policy and shall indemnify the Lessor from any third party claim, whether consequential or otherwise, which arises there from.

a) The hirer will be fully liable for the cost of the vehicle if they have left the keys in the ignition as this is not covered under our policy and they will also remain liable for the rental until the vehicle has either been found or been paid for in full at the full market price.

14. The Lessor's insurance does not give the Hirer complete cover. The amount for which the Hirer is not covered is called the Excess.

a) Lessor's Insurance cover has an excess in the event of any damage to the Vehicle, this excess can be reduced as overleaf on the Rental Agreement, however there is no cover for overhead damage for which the Hirer is fully responsible. It is the Hirers responsibility to ensure that they are aware of the overall height of the Vehicle.

b) The Excess amount is payable upon acknowledgment of and accident/incident. It is to be paid immediately regardless of Hirers fault, upon Third Party acceptance and payment of a claim the Excess could be refunded by the Lessor.

c) In the event of no damage to the lessors vehicle but only to a third party the excess is still valid and chargeable. This is to contribute towards the lessors consequence of a third party claim on their policy and the resulting increasing insurance premiums.

Hirers own Insurance.

15. The Hirer elects to provide on his or her own account a Fully Comprehensive Motor Insurance Policy covering the Lessors Vehicle in its full value, current at commencement of this Agreement against loss or damage howsoever caused (including windscreen damage). The Hirer shall in which case, provide the Lessor prior to commencement of the rental period or taking charge and possession of the Vehicle, proof of insurance issued by an Insurer authorised by the Department of Trade and Industry and/or recognised at Lloyds of London, upon which the Lessor's name and Vehicle particulars shall be formally endorsed.

16. The Hirer warrants all premiums required in respect of such Policy of Insurance detailed overleaf are fully paid at commencement of the Rental Period and shall provide proof of same immediately upon the Lessors request.

17. The Hirer shall not use or permit use in contravention of the terms and conditions of his/her Insurance Policy Contract.

18. Any breach of the terms and conditions of the Hirers Insurance Policy Contract, likely to or rendering same void the Hirer shall be held personally liable for all compensation in respect of any loss or damage suffered by the Lessor, and would otherwise have been settled by the Hirers if such breach had not been committed.

19. The Hirer agrees that any compensation paid directly to him/her under the Insurance Contract detailed overleaf in respect of any loss or damage suffered by the Lessor without abatement of deduction of any kind.

20. The Hirer shall be liable to compensate the Lessor for any loss or damage suffered by the Lessor in excess of the monies (if any) paid directly to the Lessor's by the Hirers Insurance. In the event of a shortfall in the monies received by the Lessor from the Hirers Insurer and the current market value of the vehicle the Hirer is responsible to settle direct with the Lessor for the difference in monies.

Hirers Obligations in the event of an Accident.

21. The Hirer agrees to protect the interest of the Lessor and the Lessor's Insurers in the case of an accident during the term of this Rental and shall immediately report to the Lessor any accident in which the Vehicle detailed and described overleaf is involved and shall,

a) make every endeavour to obtain the names and addresses including vehicle details of all parties involved.

b) obtain the names and addresses of witnesses.

c) not admit liability or guilt.

d) notify police immediately if another party's guilt has to be ascertained and/or if people are injured.

e) not abandon or leave the Vehicle unattended without first ensuring adequate provision for safeguarding and securing it.

f) provide a detailed written report including diagram (Accident Claim Form). Failure to provide this can result in rendering any Insurance cover invalid.

g) make immediately payment of the excess as stated overleaf, regardless of fault.

Equipment.

22. You must keep the equipment in your possession and may not sub-let it unless you have our written permission. If the equipment is plant or machinery you may not move it from the location shown in the schedule or if none from the United Kingdom unless we have first agreed in writing where it will then be located.

a) If the equipment is a commercial vehicle you may take it anywhere within the European Community for no longer than 28 days on any trip and you must keep us informed of its whereabouts when we ask you to. If the equipment is a motor car you may take it anywhere within the European Community for no longer than 28 days on any trip and you must keep us informed of its whereabouts when we ask you to.

b) Until you have validly exercised your option to purchase you may not agree to sell or otherwise dispose of the equipment in any way or use it or allow it to be used as security. The same applies to your rights under each lease. You must not allow that equipment or our rights in it to be put in jeopardy.

Default.

23. Certain events, which you must not allow to occur, are a default and repudiation by you of each lease; they are that:

a) we do not receive any rental within 10 days of its due date; or

b) you breach any other term (and, if it can be remedied, you fail to remedy the breach within 10 days of our notice requiring you to do so); or

c) (if you are an individual) an application for an interim order is made against you or a petition for a bankruptcy order (in Scotland for sequestration) is presented against you; or

d) (if you are a company, trust or corporation) a receiver, administrative receiver or liquidator is appointed to you or you are dissolved or otherwise wound up; or

e) distress (in Scotland diligence) or execution is threatened or made against you (any of which automatically terminates each lease); or

f) a meeting of your creditors is called or you propose a voluntary arrangement or cease to trade or a petition for the appointment to you of an administrator is presented; or

g) (if in Scotland) you are apparently insolvent; or

h) any company in the Barclays PLC Group withdraws any facility or demands payment as a result of default by you.

24. If any of the events in clause occurs, our consent to your possession of the equipment ceases. We may then terminate any hiring, enter your premises and take back the equipment. If we do not act immediately, we will still have these rights.

25. If we terminate the hiring or the agreement has terminated automatically, without affecting our rights (including any right to damages and to our costs of recovering the equipment), you must then pay us the amount required to discharge your outstanding liability to us. Receipt by us of part payment will not affect our rights.

Data Protection Act 1998 The Lessor and Hireguard through a National Database which is used in conjunction with Insurers to aid avoidance of a) fraud, b) multiple claims, c) bogus hirers and monitors Hirer/Drivers performance.

In compliance with the said Act Hireguard is the Data User and is accordingly licenced by the Data Protection Registrar. Registration Number N 0802 12 1.

Information :

The Hirer agrees that the Lessor may use any information given to them to carry out their own Market Research.

If any terms and conditions are broken by the Hirer, the Lessor can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), Custom's & Excise, Police, debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental & Leasing Association (BVRLA), who can pass it on to any of its member's for any purpose stated in the Data Protection Act 1998.

In the event of termination, we reserve the right of repossession to our vehicle

We always retain the right to refuse to hire or to terminate any hire.

