

Terms and Conditions of Rental

1. The Hirer shall be bound by the following Terms and Conditions which incorporate the detail shown overleaf.
2. If the Hirer has indicated overleaf that he wishes the Lessor to provide insurance then the following provisions will apply:–
 - (a) This Contract is subject to and is deemed to include the terms, conditions and limitations of the Lessor's insurance policy, a copy of which may be inspected at the offices of the Lessor.
 - (b) Any vehicle hired under this Agreement may only be driven by the Hirer or by the person signing the Agreement on behalf of the Hirer and by any additional authorised drivers who have had a completed Insurance Proposal Form accepted by the Lessor.
 - (c) The Hirer agrees to pay the insurance charges on the Lessors current tariff, plus the waiver charge for reducing or removing the insurance excess as initialled and the excess as shown overleaf.
 - (d) Even though it may be covered by the Lessor's insurance, the Hirer shall be liable to pay the cost or repair of any damage that the vehicle may suffer as the result of the wilful action of the Hirer or any servant or agent of the Hirer.
 - (e) Carriage of dangerous Goods:
Except so far as is necessary to meet the requirements of any road traffic legislation, it is agreed that we will not insure you in respect of a claim arising from any insured, vehicle described in the Register of Vehicles being used for the carriage of any dangerous substance in a manner which is not in accordance with all legislation relating to the carriage of dangerous goods by road.
 - (f) The number of passengers carried in the rear of any commercial vehicle should not be greater than the number of professionally fitted forward facing seat belt fitted seats.
 - (g) Towing – the hirer must agree not to tow a greater number of trailers in all than is permitted by law.
3. If the Hirer has indicated overleaf that he wished to provide his own insurance then the following provisions will apply:
 - (a) The Hirer undertakes to insure the vehicle until it is returned to the Lessor in its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy of insurance with an insurance office of repute to be approved by the Lessor. The Hirer shall at the Lessor's request supply full details to the Lessor and shall instruct the insurers that the Lessor's name shall be endorsed on the policy.
 - (b) The Hirer shall not use or permit the vehicle to be used in contravention of the terms and conditions of the policy.
 - (c) The Hirer shall procure that any compensation under the said insurance is paid directly to the Lessor, and shall be liable to compensate the Lessor for any loss or damage suffered by the Lessor in excess of the monies (if any) paid to the Lessor by the Hirer's insurers.
 - (d) The term Hazardous Goods means those detailed in:
 - (a) The carriage of dangerous Goods (Clarification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996.
 - (b) The Carriage of Dangerous Goods By Road Regulation 1996.
 - (c) The substances listed in the Approved Carriage List as published by the Health & Safety Commission, and any other legislation of similar intent (including subsequent legislation) if applicable.
4. Where the agreement has been signed by a person on behalf of the Hirer, he warrants that he is authorised to sign for the Hirer, and is jointly and severally liable with the Hirer under this agreement.
5. Neither the Hirer, nor any servant or agent of the Hirer, nor any authorised driver is, or may hold himself out to be, the servant or agent of the Lessor for any purpose whatsoever.
6. The total rental period under this Agreement may not exceed three months.
7. The Lessor is not liable for loss of or damage to any property scored or transported in or on the vehicle, nor does the Lessor accept responsibility for any property left in or on the vehicle when it returns to the Lessor's possession. The Hirer will indemnify the Lessor against any claims relating to any such property.
8. The vehicle may not without the prior consent of the Lessor be removed from the territory in which it was hired, the said territories being:
 - (a) Northern Ireland
9. The vehicle may not without the prior written consent of the Lessor be used to propel or tow any other vehicle or any trailer.
10. The vehicle must, not be driven in a manner which would render void 'the policy or other contract or insurance, or in contravention of any Road Traffic Act or Construction and Use Regulations, or by any person who is not licensed to drive the vehicle or who is under the influence of alcohol or drugs, nor must it be driven in the event of mechanical, electrical or structural failure or damage, if further damage might thereby be caused.
11. It is a breach of this Agreement for the Hirer to fail to return the vehicle to the Lessor at the end of the rental period, and the damages payable for such breach will be the rental charges that would be payable on the Lessor's current tariff for the period until the Lessor recovers the vehicle or receives the full value thereof
12. The hirer is not authorised to effect repairs to the vehicle costing more than £25 without the Lessor's prior written 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 (or more if the Lessor's consent had been obtained) on production of a V.A.T. receipt and any parts replaced.
13. If the Hirer commits any breach of this Agreement, the Lessor may treat the Agreement as terminated and take possession of the vehicle.
14. 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 III of the Road Traffic Offenders Act 1988 as amended, replaced or extended by any subsequent legislation or orders and any such offence committed under the equivalent legislation applicable to Scotland or Article 202 Road Traffic (N.I.) Order 1981 in Northern Ireland.
 - (b) 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.
15. The Hirer is obliged:–
 - (a) to pay the Lessor's current tariff for rental and fuel, to pay for any accessories, tyres, tools or equipment lost, stolen or damaged, to pay the Lessor's costs of recovering the vehicle in event that the Hirer fails to return it to the Lessor, to pay any penalties, fines or court costs incurred in the use of the vehicle before it is returned to the Lessor and which the Lessor is obliged to pay (save when caused by the fault of the lessor) and to pay V.A.T. where appropriate at the current rate;
 - (b) to ensure that the correct tyre pressures, engines oil level, battery fluid, screen-wash levels, coolant levels and Automatic Transmission oil level (where fitted) are maintained throughout the period of rental;
 - (c) to ensure that the vehicle is always locked when unattended and to take all reasonable steps to prevent loss or damage to the vehicle, of its tyres, tools accessories, equipment or contents;
 - (d) to inform the Lessor immediately if the vehicle suffers any damage or loss, develops any fault or requires any servicing, and permit the Lessor to carry out any essential repairs or servicing
 - (e) to return the vehicle together with its accessories, tyres, tools and equipment to the Lessor at the place specified 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 excepted).
16. The Lessor is obliged:–
 - (a) to take all reasonable steps to provide the Hirer with a well maintained vehicle.
 - (b) when informed of a breakdown by the Hirer to see that the necessary repairs are carried out promptly, if possible;
 - (c) if repairs to the hired vehicle cannot be carried out promptly, to provide a substitute vehicle or to allow the Hirer to terminate the hire.
17. All references to legislation shall include the appropriate N. Ireland legislation when different and whilst the vehicle is operating in Ireland the N. Ireland legislation shall take precedence.