

## TERMS AND CONDITIONS

The lessor agrees to let to the hirer and the Hirer acknowledges that the motor vehicle described in section (3) overleaf is fit for his/her purpose. The hirer confirms that he/she has been given adequate time and opportunity to carefully read the terms and conditions herein and agrees to be bound by them in their entirety.

### General Conditions

1. The vehicle described in section (3) is the property of the lessor. The Hirer described in section (1) and Declaration overleaf agrees to return the vehicle together with all types, tools, accessories and other equipment in the same condition received at commencement of this rental Agreement to the place and on the date and time specified in the 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 and secure it.

3. The vehicle will not be used

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 or construction.

c) to propel or tow any other vehicle.

d) for racing, peace-making, 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.

g) by any person who has within the preceding period of ten years been convicted of a driving offence under the influence of drugs or alcohol, or dangerous driving, or has 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 Licence.

i) by any person under 21 years of age, or over 75 years of age, unless authorised by the lessor.

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

k) 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 company or arrangement, be in force and the provision of the same shall be subject to separate and additional insurance premium, payment of which shall fall to the hirer. l) In circumstances where the maximum payload on individual axle plate weights are exceeded Hirer is responsible for loading and unloading the vehicle.

4. Where a person signing this agreement purports to do so on behalf of another, they warrant that they are authorised to do so and in such a case is deemed to act as Agent Universal and 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 affect any repairs to the vehicle nor to incur any cost on the Lessor's Account without the Lessors express prior consent.

7. The Lessor is not and cannot be held Liable for loss or damage to any property stored, transported in or in the vehicle after it has been returned to the Lessor's possession

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

a) The rental due under this agreement together with, where specified, a mileage charge computed at the rates specified for rental until vehicle returned the number of miles over which said vehicle shall be operated under this Agreement shall be determined by reading the speedometer installed by the manufacturers, if speedometer fails, the mileage charge shall be made in accordance with the road map distance of the journey travelled).

b) Time, collision damage waiver and miscellaneous charges at the rates specified in this agreement.

c) Lessors 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 consequent upon any collision or other damage suffered before the vehicle was returned to the Lessor's place of business.

e) Vehicles returned out of hours is still the responsibility of the hirer until checked in by ENVIROVAN LTD. Theft access £1,000.

f) We reserve the right to charge additional hire damage, mileage and fuel shortage, etc from the credit/debit card details left as deposit. Fixed Penalties, etc

g) We reserve the right to withhold the full deposit of £250 from the Hirer if any breach in the terms and conditions are made during the rental agreement period.

9) 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 be Incurred in respect of the vehicle in pursuance of an order under Section 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

demand 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 or any congestion or parking charges.

Insurance provided by the lessor

10. Unless the Hirer elects to provide own Insurance the vehicle is, at all times, covered by the Lessor's insurance policy, the terms of which are available for inspection by the hirer, at

the Lessor's office. 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. Excess of £1,000 is

payable for any damage. Hirer's own insurance

11. The Hirer elects to provide on his or her own account a fully Comprehensive Motor Insurance Policy covering the Lessor's 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 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 formerly endorsed.

12. The Hirer warrants all premiums required in respect of such policy of insurance detailed in section (2) overleaf are fully paid at commencement of the Rental Period and shall provide proof of same immediately upon the Lessor's request.

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

14. Any breach of the terms and conditions of the Hirers Insurance Polity 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.

15. The Hirer agrees that any compensation paid directly to him/he: under the insurance (-" Contract detailed in section (2) overleaf III respect of any loss or damage, suffered by the Lessor in excess of monies (if any) paid directly to till' Lessor's by the hirer', Insurance. Hirer's Obligations in the event of an Accident

17. 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 in Section (3) 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 policy 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 the Lessor with a detailed written report including diagram (accident claim report)

Data Protection Act 1984 The Lessor and hire guard 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 hire Drivers performance. In compliance with the said Act Hire guard is the data user and is accordingly licensed by the Data Protection register, Late return of a vehicle will incur a full day hire charge (over 30 mins late) Smoking is not permitted in any of our vehicles. Please note payment via credit card will incur a 2 % charge. Registration Number 09473963

#### **Mileage Charges**

Please return the vehicle with the same amount of fuel as when collected. 150 miles included in all rental prices daily hire. Diesel will be charged at £2.50 + VAT a litre

#### **Hire Times**

All rentals are on an 8am to 8am basis. Vehicles collected after 8am are still due back at 8am the following day. Please consider the hirer who has booked the vehicle after you. Failure to return at the time set out in the rental agreement will result in your full deposit being withheld.

#### **Deposits**

All deposits are pre-authorised on a credit or debit card for the amount of £250, they are held by your bank or credit card provider for 7-10 working days. Online bank customers, such as Metro Bank and Monzo Bank and International Banks, please note that it is your banks policy to hold these pre authorisations for 30 days. It is the hirers responsibility to check with their provider of the length of time they hold pre-authorisations for prior to completing the transaction.

#### **Tow Bar Vehicles**

If you have hired a vehicle with a tow bar and have been given a rear tow plate to use, please note that this must be returned by the hirer at the end of the hire agreement. Failure to do so will result in the full deposit amount of £250 being withheld for security reasons. Please note the deposit will not be refunded if the tow plate given by the lessor is not returned to the lessor's office.