

## Terms and Conditions

The Owner hereby rents to Renter the vehicle described overleaf (herein called "the vehicle") or any substitute or replacement vehicle subject to all the terms and conditions contained or referred to herein and Renter agrees;

1. That the Renter will return the vehicle, together with all tyres, tools, accessories and equipment to here the Vehicle was rented on the date specified overleaf or sooner upon demand of the Owner. The Owners permission must be obtained for any extension of the hire.
2. The Renter received the Vehicle in good order and condition and is responsible for the cost of fuel consumed during the rental.
3. That the Vehicle shall not be used, operated or driven:
  - a) to carry passengers for any consideration, express or implied;
  - b) by any person who has given to Owner a fictitious name or false age or address;
  - c) for racing or speed testing;
  - d) to transport goods in violation of customs regulations or in any other manner contrary to law;
  - e) by any person under the influence of alcohol or drugs;
  - f) to transport goods of a weight or nature which would take the G.V.W. over the maximum for the vehicle or transport goods improperly loaded or insecure;
  - g) Outside England, Wales and Scotland unless written authority of Owner is first obtained.
4. That the vehicle will be driven only by the Renter or by some other person with Owner's permission first obtained and if the driver is a duly qualified driver of 23 years of age or older and holding a current valid driving licence to drive the vehicle.
5. That Renter will obtain at Renter's cost all necessary permissions, approvals, licences and authorities necessary to carry goods in said vehicle.
6. That the Renter/Hirer will pay the Owner;
  - a) on demand all charges computed at the rates specified for the vehicle during this Rental and any miscellaneous charges that may be due.
  - b) If the vehicle is left elsewhere without the Owners written consent, a fee equal to £2.00 per mile from the place of renting to the place where vehicle is left.
  - c) All fines and court costs incurred by the Owner as a result of parking, traffic or other legal violations or offences imposed on, or, assessed against the vehicle, Renter, or owner during the term of the rental, unless caused directly by an act or omission of the Owner.
  - d) Owner's cost of repair, collision, or upset damages to the vehicle, such costs shall be without limit if the vehicle is not operated in accordance with the terms hereof, a limit of £750.00 will apply if all conditions and terms herein are adhered to.
  - e) The Renter shall in all circumstances be liable, without limitation, for all damage and costs caused by the vehicles failure to clear tree, bridge, or other overhead object, V.A.T. and any other taxes (if any) payable on the afore going.

7. In the absence of negligence on the part of Renter, if using the Owners insurance, shall not be liable for more than the first £750.00 for theft or

non-collision losses beyond the control of the Renter to the Vehicle caused by perils normally insured against under comprehensive physical damage insurance policy.

8. That Renter participates as an insured under an automobile insurance policy a copy of which is available for inspection by the Renter at headquarters of the Owner. Said policy contains unlimited coverage in respect of third party bodily injury or death liability and property damage

liability and Renter is bound and agrees to the terms and conditions thereof. In case of accident during the term of this rental Renter agrees further

to protect the interests of Owner and Owner's insurance company by;

- a) obtaining names and addresses of parties involved and of witnesses;
- b) not admitting liability or guilt;
- c) not abandoning the vehicle without adequate provisions for safeguarding and securing same;
- d) even in cases of slight damage immediately telephoning the station and giving within 24 hours a detailed written report including diagram;
- e) notifying the police immediately if another party's guilt has to ascertained or if people are injured.

9. In accordance with the 1974 Road Traffic Act Section 1-5, Schedule 1, The 1984 Road Traffic Act Sections 107-111 and Schedule 12, and any subsequent legislation;

a) Any of the following offences which maybe committed with respect to that vehicle when it is stationary and when a fixed Penalty Notice is issued, being on a road during hours of darkness without lights or reflectors required by law, waiting, or left, or parked, or being loaded or

unloaded, in a road, being used or kept on a public road without the vehicle licence being exhibited on the vehicle in the prescribed manner, and

the non-payment of the charge made at street parking price.

b) Any excess charge which may be incurred in pursuance of an order under Sections 35 & 36 of the Road Traffic Regulations Act 1967

(provisions on Highways of parking places where charges are made).

10. In the event of a breakdown, the Owner's will do all in their power to;

- a) have the vehicle speedily repaired or
  - b) Provide a replacement vehicle, but the Owner is not responsible for any time lost or cost incurred by and delay caused by a breakdown.
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Owner's may at their discretion make an adjustment to the Rental Charges. If a breakdown occurs, during normal office hours the Owner

should be contacted at once, if outside normal hours the "AA" should be contacted direct. No towing fees or garage bill over £10 will be

accepted by the Owner, unless authorisation by the Owner has been obtained.

11. Damage to tyre. Any damage to tyres other than normal wear is the responsibility of the Hirer.

12. All vehicles must be returned during office opening hours, clearly displayed in the said office. Hirers using our insurance are responsible for the

first £750.00 of any theft from or damage to the vehicle on our premises arising from non compliance with this condition.

13. The first portion of any damage, see Wolverhampton Truck Rental Insurance Cover overleaf, how so ever

caused is the responsibility of the Hirer and cannot be covered against.

14. The Rental Agreement will not last for more than 90 days, nor will it under any circumstances form part of any

transfer of title.

15. All vehicles being returned at the end of hire must do so in office hours

16. In the event of the hirers driving licence having endorsements listed within the Five years insurance surcharges may apply, ask a member of staff for details.