

Rental Agreement Terms and Conditions

1. This agreement is a legally binding contract between you, hereinafter called 'The Renter' (The person or authorised representative of the firm, company or organisation hiring or driving the vehicle) and us, hereinafter called the Lessor (GUS Commercials Ltd). As the person signing the rental agreement, herein called 'the contract', you confirm that you are legally entitled to sign the contract on behalf of the Renter and to be bound by the following terms and conditions. Any dispute concerning the contract shall be resolved in accordance with the jurisdiction of the territory in which this agreement was issued.

2. If you have indicated overleaf that you want us to provide insurance cover for the vehicle then the following terms will apply:

(a) This agreement is subject to and includes all the terms of our insurance policies, copies of which can be inspected at our office.

(b) The vehicle may only be driven by the following people:

" you personally

" the person who signed the agreement on your behalf if you are a company

" any additional driver authorised by us IF that person has completed an insurance proposal form and we have accepted it.

(c) Our insurance will not give you complete cover. The amount for which you are not covered is called the Excess (the amount of which is available from the Lessors' rental locations). The Renter will agree to pay the excess in the event of damage to the vehicle.

(d) The Hirer shall compensate the Lessor in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the vehicle, including loss of revenue to the Lessor for the period during which the vehicle shall remain unavailable for rental by reason of such matters, and any claims made by any persons in respect of the vehicle whilst it is in the Hirer's custody. This clause applies whether you have insurance or not.

3. If you have indicated overleaf that you want to provide your own insurance for the vehicle then the following terms will apply:

(a) It is your responsibility to insure the vehicle from the moment you take it until the time it is returned to us. You must insure it to its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive insurance policy with a reputable insurance company. You must supply us with full details whenever we ask for them and you must tell the insurance company to note our interest on the policy.

(b) You hereby authorise your insurer to communicate directly with us and give us any information we require. You also authorise us to take over any claim which you may have which relates to the vehicle and to negotiate and settle that directly with your insurer.

(c) You must not use or permit the vehicle to be used in breach of the insurance policy. If any money is paid out under the policy which relates to the vehicle then you must ensure that the money is paid direct to us.

(d) If for any reason the amount which we receive from the insurance company is less than the loss that we suffer you must pay us the difference.

4. The maximum period for which you are allowed to keep the vehicle under this agreement is from the Date and Time Out boxes overleaf to the Date and Time Due back boxes. However,

(a) We are entitled to terminate this agreement if you break any of its terms, and you must then return the vehicle immediately.

(b) We are entitled to call for the return of the vehicle earlier than the Date Due Back, even if you have not broken any of the terms of this agreement, but we must then provide you with a comparable vehicle.

5. If you keep the vehicle beyond the Date and Time Due Back (or after we have required its return as above) then, in addition to any claim for compensation which we may bring, you will have to pay charges in accordance with our current tariff which can be inspected at our office.

6. We are not liable to you for any loss of or damage to any property which is carried in the vehicle, and we do not accept responsibility for any property which you leave in the vehicle when you return it, unless we have been negligent. If any third party brings a claim against us for property which is carried or left in the vehicle, you must indemnify us for that claim.

7. The vehicle must not:

(a) be taken outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Isle of Man and Channel Islands without our written or prior permission;

(b) be used otherwise than on a public highway or a suitably paved area which is designed to carry motor vehicles;

(c) be used to propel or tow any other vehicle or trailer, unless it is equipped for the purpose and we have given our permission;

(d) be used to carry passengers for hire or reward or for any driving tuition, unless you obtain our prior written permission and you must provide your own insurance

under clause 3 of this document;

(e) be used for any lawful purpose, or for racing, pace making, competitions or speed testing, nor must it be used in any unlawful manner;

(f) be used in any such manner that it is overloaded (whether in total or in respect of any axle or other part), or is carrying more passengers or goods than it was designed to carry or may lawfully carry;

(g) be used in such a way as to make the insurance on the vehicle invalid;

(h) be used in breach of the Road Traffic legislation or the Construction and Use regulations;

(i) be used by any person who is not licensed and insured to use it;

(j) be used by any person who is under the influence of alcohol or drugs;

(k) be used in the event of any mechanical, electrical or structural failure or damage, if further damage might be caused as a result;

(l) be altered or added to in any way whatsoever.

8. You are not allowed to carry out any repairs to the vehicle (or let anyone else do so) if the cost of those repairs is more than £25, unless you get our written permission first. If we do authorize repairs then we will refund the cost to you if you produce a VAT receipt and whatever parts you have replaced.

9. Liability statement, you acknowledge that during currency of this hire agreement you shall be liable as the owner of the vehicle let to you thereunder in respect of: a) any fixed penalty offence or contravention in respect of that vehicle under part 111 of Road Traffic Act 1988 including congestion charging and b) any excess parking charge which may be-incurred in respect of that vehicle in pursuance of an Order under section 45and/ or the Road Regulation Traffic Act 1984 c) Any penalty charge incurred under the Road Traffic Act 1991.

10. You understand the Operators Licence requirements and agree that the vehicle is not to be used for commercial purposes for which an Operator's Licence would need to be held. You agree that if the vehicle is detained by the vehicle inspectorate for illegal use that you will be responsible for any charges incurred in restoring the vehicle, and any loss of income incurred by the rental company. This vehicle can be operated for commercial purposes should a valid O'Licence by displayed on the said vehicle.

11. If you break any of the terms of this agreement we are entitled to treat the agreement as terminated and to repossess the vehicle. You hereby authorize us to enter on your property to do so if necessary and to exercise a lien hereby granted in

respect of any outstanding claims against the hirer over any possessions of the hirer in the vehicle upon resumption of possession by us.

12. You must:

- (a) Pay the hiring charges published in our tariff (which can be inspected at our office) unless different charges have been agreed between us in writing;**
- (b) Pay for all fuel and any refueling charges;**
- (c) Pay for any accessories, tyres, tools, or equipment which are lost, stolen or damaged;**
- (d) Pay our costs of recovering the vehicle in the event that you fail to return it to us as required by (j) below;**
- (e) Pay any penalties, fines and collect costs incurred in the use of the vehicle before it is returned to us;**
- (f) Safeguard our interests in the event of any accident involving the vehicle, by obtaining the names and addresses of all relevant drivers and witnesses details including registration numbers of any other vehicles involved, securing the vehicle, and, where appropriate, notifying the police;**
- (g) Ensure that the correct tyre pressures, engine oil level, battery fluid level, screen wash level, coolant level and automatic transmission oil level (where fitted) are maintained throughout the period of hire;**
- (h) Ensure that the vehicle is always locked when unattended, and take all reasonable steps to prevent loss of or damage to the vehicle, or its tyres, tools accessories, equipment or contents;**
- (i) Inform us immediately if the vehicle is damaged, lost or stolen, or develops any fault or servicing, and allow us to carry out any essential repairs or servicing;**
- (j) Return the vehicle (together with all its accessories, tyres, tools and equipment) to our representative at the place where it was hired (unless a different place is specified overleaf) during our business hours, at or before the Date and Time Due Back or earlier if we require it. The vehicle must, when you return it, be in the same condition as when you hired it (fair wear and tear excepted), and must be clean and tidy (normal traffic grime excepted).**

13. The Lessor agrees to:

- (a) Hire the Renter a vehicle which is in a roadworthy condition and has been properly maintained;**
- (b) Repair the vehicle in the event of breakdown or mechanical failure. The Lessor will provide an alternative vehicle of similar type to allow for completion of the**

contract rental period if repair is not possible; The Renter shall be allowed to terminate the hire if it is not satisfactory.

14. The Lessor reserves the right to terminate the contract, claim for any losses suffered as a result and/or take possession of the vehicle at any time,

(a) If any information given by the Renter is found to be untrue

(b) If following an accident the Renter may be found to be at fault and/or details of the incident need to be established.

(c) If as a person, sole trader, partnership, company or corporation, the Lessor have reasonable grounds to think that the Renter may be insolvent.

Motor insurers and their agents share information with each other to prevent fraudulent claims and to assess whether insurance cover can be offered. In dealing with the proposal, registers may be searched. In the event of a claim, the information supplied on this form and the claim form may be put on the register and made available to others.

Insurers and their agents reserve the right to confirm licence details with the DVLA.