



## RENTAL TERMS AND CONDITIONS

In these Terms and Conditions (a) “the Company” means the Company whose details appear on the front of this form (b) “the Customer” means the person, firm or organisation by or on behalf of whom vehicles are rented under these Terms and Conditions (c) “Authorised Driver” means the driver(s) additional to the customer approved by the Company. The Customer will ensure that any Authorised Driver will comply with these Terms and Conditions (d) “Vehicle” means the vehicle described overleaf (e) “CDW” means Collision Damage Waiver .

The Company agrees to rent and the Customer agrees to take the Vehicles subject to the Terms and Conditions as set out.

The Customer will pay the Company on demand all charges due hereunder where relevant, surcharges, additional charges and VAT or other taxes thereon.

### INSURANCE

Our Insurance covers fully comprehensive road risk cover and allows the Customer to drive the hire vehicle on the public highway. The amount of the insurance excess will be advised by the Company depending on the vehicle hired. . Vehicles for which CD is taken out are rented to the Customer on the condition that the Customer complies with the respective Terms and Conditions. The Insurer will not accept liability for loss and damage caused while a vehicle is rented to a Customer who does not comply with these Terms and Conditions, nor will CDW in these circumstances. The Customer agrees to make any necessary payments to put the Company in the same position as it would have been in if the breach of the relevant Terms and Conditions had not occurred. The Customer will supply any information concerning the driver of the rented Vehicle to the Company upon demand, undertakes to allow the Company direct access to the driver of the vehicle, and will fully co-operate in obtaining such access. If CDW is not taken out, the customer will be liable for full insurance excess specified at the start of the hire. The Customer will use his best endeavours to supply full details of any Third Party Vehicle involved in any accident with the Vehicle.

### GOODS IN TRANSIT INSURANCE

The Company is not responsible for loss or damage to goods carried in the hire vehicles.

## HIRERS OWN INSURANCE

If the Customer has chosen to arrange his own insurance on the vehicle, the cover must be comprehensive. Any excess on the policy is the responsibility of the Customer. The Company reserves the right to ask for satisfactory proof of the Customer's own insurance prior to the commencement of the rental. The Customer is responsible for ensuring the Vehicle is properly insured from the time of delivery until 12.00 hours on the first working day following termination of the rental and indemnifies the Company against the loss or damage to the Vehicle in the event that such cover fails to be effective.

## LOSS OR DAMAGE

The Customer acknowledges that he has a duty to ensure that all reasonable care is taken of the vehicle against damage or loss throughout the rental period. The Customer accepts responsibility for any loss or damage to the vehicle caused by his wilful act or negligence. This includes, but is not restricted to responsibility for any loss or damage to the vehicle or its accessories because of theft occurring when the Customer or agent has left the keys in or with the vehicle and the Customer hereby indemnifies the Company against such loss or damage. **Above cab height damage is also the responsibility of the Customer.**

## PAYMENT TERMS

- a) The Customer shall pay the company in advance a sum equal to the estimated hiring charges plus a deposit, which will be taken on a charge card.
- b) Credit facilities – the Customer shall pay the Company the full sum due by the 30<sup>th</sup> day of the month after the month invoice.
- c) The Company shall be entitled to charge interest at 3% above bank base rate, calculated on a daily basis, on all amounts not paid in accordance with the payment terms.
- d) If the hirer shall make default in the punctual payment of the hire charges or shall fail to observe and perform the terms of the hire or shall enter into liquidation, Receivership or administration, become bankrupt, have a judgement debt entered against them or seek to compound with its creditors, the Company shall be entitled to repossess the vehicle without prejudice to any claim it may have against the hirer including breach of contract.

## CONSEQUENTIAL LOSS

The Company shall not under any circumstances be liable for any direct or indirect consequential loss arising from the hiring out of the vehicle however, whensoever, or wheresoever caused and whether or not resulting from negligent act or omission by the Company.

## CONTINUATION OF HIRE

The facility is available providing the Company is informed prior to the extension of the hire period and the necessary additional hire monies is paid so that the insurance cover can be extended. If the vehicle is stolen, lost, seized or confiscated or is returned to the Company at the end of the hire in a damaged condition (fair wear and tear excepted), then the Company reserves the right to charge the hirer for an amount in compensation by the Company.

#### VEHICLE RETURNS

Vehicles must be returned to the office from which they were rented during normal office hours unless otherwise stated. Late returns will be charged at 20% of the daily rate per hour plus insurance at daily rates.

#### DRIVING LICENCE

All drivers must have held a full UK driving licence for at least 2 years , and be between the ages of 21-70. Foreign licence holders must be in possession of a National or International driving licence. Restrictions may apply to some licence holders. Endorsements will be considered according to insurance company approval.

#### HIRERS UNDERTAKINGS

The Hirer shall:

- a) Ensure that the vehicle is not used to carry a number of persons in excess of the seating capacity of the vehicle.
- b) Not use the vehicle to carry or store products, which may damage or pollute the vehicle in any way.
- c) Neither alter the specification of the vehicle nor alter or deface its paintwork or markings.
- d) Ensure that the vehicle is maintained in a clean and roadworthy condition and check that the tyres are correctly inflated and that the oil and water level(s) are sufficient at all times. The Customer must look after the vehicle and keys to the vehicle, making sure it is locked and secured when not in use and properly protected against damage due to bad weather. The Customer must ensure the correct fuel is used. When not in use, the Customer must use any security device fitted to or supplied with the vehicle.
- e) Notify the Company promptly of all defects in the vehicle and, in the event of any defect, which shall affect the roadworthiness of the vehicle, then such notice to be given immediately.
- f) In the event that a vehicle on hire reaches the mileage at which a routine service is due, the Customer undertakes to notify the Company and make that vehicle available to the Company for such servicing to be carried out or for the vehicle to be replaced at the Company's discretion.
- g) At the commencement of hire, check to ensure that the vehicle is fit for its purpose and in good condition in the absence of any defect being confirmed to the Company by the Customer in writing prior to hire commencing, the Customer is deemed to accept that the vehicle is fit for its purpose and in good condition.

- h) The Customer shall not affect any repairs to the hired vehicle without the prior written consent of the Company authorising such repairs.
- i) Notify the Company immediately of every incident involving loss or damage to the vehicle and, when required to do so by the Company, complete an Accident Report Form giving the names and addresses of witnesses wherever possible.
- j) Make the vehicle available at both a reasonable and convenient time and place to the Company so that repairs or replacement can be properly effected by the Company to maintain the vehicle in serviceable and roadworthy condition, or at any reasonable time that the Company shall require the vehicle.
- k) Pay the Company all reasonable charges in respect of alterations or additions to the vehicle made at the request of the Customer or to satisfy statutory requirements after the commencement of the hire.
- l) Not sell, charge, lend or re-hire the vehicle.
- m) Reimburse to the Company within 14 days the cost of any taxes, fines, customs duties or charges levied on the Company because of the Customer's use of the vehicle under part 111 of the Road Traffic Offenders Act 1988 or any such offence committed under the equivalent legislation applicable in Scotland.
- n) Under the Road Traffic Act 1991, the Customer is liable for all penalties incurred during the rental period including but not restricted to, parking, clamping, bus lane and speeding fines, congestion and compound charges and in addition when the Company has to provide the Customer's details to the authority levying such penalty, or it remains unpaid the Customer shall also be charged no more than an amount equivalent to the actual cost of the penalty.
- o) At the termination of the rental, it is the Customer's responsibility to ensure that the vehicle is parked in a suitable place to allow collection at a time up to a period of six working hours from termination without the imposition of any parking or clamping fines or towing or compound charges. If this provision is not complied with then the Customer shall be responsible for such penalties. If these remain unpaid, they shall be charged to the Customer, together with an amount equivalent to the actual cost of the penalty incurred.
- p) If the vehicle is seized by Customs and Excise or the Immigration Authorities the Customer shall be charged for any Civil Penalty and restoration charges and loss of income whilst the Company cannot rent out the vehicle.
- q) The vehicle will not be driven by any person:
  - i) other than the Customer or an Authorised Driver.
  - ii) Who is under the influence of alcohol, hallucinatory drugs, narcotics or barbiturates.
- r) The vehicle will not be used to propel or tow any other vehicle or trailer except where the vehicle is covered by the Customer's own insurance and the Company's written consent has been obtained.

- s) The Customer acknowledges that any property placed within the vehicle is there at his own risk and that the Company has no responsibilities for such property.
- t) It is the Customer's responsibility to conform to the Transport Act 1968 concerning Operator's Licence requirements.
- u) The Customer must be in possession of a current and suitable operators licence if vehicles in excess of 3.5 GVW are to be used for hire or reward in connection with the hirers trade of business.
  
- v) The Company will not either on its own behalf or on behalf of the Insurers, waive any of its rights hereunder except in writing signed by a duly authorised representation of the Company of the Insurers respectively.
- w) The Company reserves the right to terminate the rental to which this agreement refers if it becomes aware of any breach by the Customer of these Terms and Conditions. Upon breach of the above terms and conditions the Company may give personal details to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), Customs and Excise, the police, debt collectors, and any other relevant organisation. The Company may also give your personal details to the British Vehicle Rental and Leasing Association, who may pass on your details on to any of its members for any purpose stated in the Data Protection Act 1988.
- x) Some vehicles have face off radios. It is the responsibility of the Customer to ensure that these are removed whilst the vehicle is not in use. The Customer is liable for any costs incurred if they are not removed.
- y) The Customer must not run vehicles under quarter of a tank full. Any costs incurred to any hire vehicle, which has run out of diesel/petrol, shall be charged to the Customer and any other consequential cost arising from running out of diesel/petrol will be charged to the Customer.
- z) Vehicles may be taken out of mainland England, Wales or Scotland, provided this has been agreed beforehand and in these cases, there will be a surcharge. We will arrange green card insurance at additional cost. Five star cover and bail bond, where required, will be taken out by the Customer.
  
- aa) If the vehicle is used outside the mainland UK, the Customer undertakes to ensure that the vehicle is checked for illegal immigrants before returning to the UK.
  
- bb) The Customer is responsible for not exceeding the gross vehicle weight of the vehicle.

#### MOBILE PHONES

Please note that it is against the law to use mobile phones whilst driving.

CALLVAN HIRE reserved the right to withdraw from any hire at any time without prior notice and to refuse to hire to any person or persons at their discretion.

#### AVAILABILITY

Whilst every effort will be made to supply the model requested, in the event of it being unavailable, an alternative will be offered.

#### COMPANY'S UNDERTAKINGS

The Company will:

- a) Use its best endeavours, at terms to be agreed, to supply the Customer with a replacement of any vehicle temporarily out of use for the purpose of repair or any other cause.
- b) Affect such repairs and replace such parts as shall be required to maintain the vehicle in roadworthy condition and to carry out routine servicing and maintenance.