

TERMS AND CONDITIONS OF HIRE

1 The following terms and the meanings assigned to them:-

"Hirer"	The person named overleaf
"Driver"	Either the Hirer or such other person named as such overleaf and approved by the Hirer and the Owner to drive the Vehicle
"the Owner"	WW Rent-a-Van, Dereham
"Hire Charges"	The charges for the rent of the Vehicle calculated overleaf
"Rental Period"	Period for which the Vehicle is to be rented as set out overleaf
"the Deposit"	Any such monies required by the Owner and set out overleaf
"the Policy"	The Owner's Policy and insurance on the Vehicle a copy of which is available for inspection at the Owner's main office
"the Vehicle"	The Vehicle specified in the particulars overleaf or any replacement including the spare wheel, tools and other items with which the Vehicle is supplied and any replacements

2 The Owner will let and the Hirer will hire the Vehicle upon the following terms and conditions mentioned here and overleaf. The Hirer shall be a mere bailee of the Vehicle and no interest in it shall pass to the Hirer.

3 The Hirer and the Driver acknowledge that the Vehicle is fit for its purpose and is in good condition and undertake to return it in the same condition (excepting fair wear and tear) at the end of the Rental Period.

4 During the Rental Period the Hirer and the Driver shall keep the Vehicle in their possession and free from any legal process or lien and shall make sure that the Vehicle is at all times adequately protected and secured.

5 The Hire Charges shall be payable at the rates applicable to the Vehicle and specified in the Owner's schedule of rates and shall include any payment for mileage or excess mileage.

6 The Hirer shall pay in cash prior to the commencement of the Rental Period the Deposit and the Owner shall be at liberty to retain out of the Deposit:-

- any hire charges or additional charges payable under these terms and conditions
- the first portion of any damage or loss which the Hirer promises to be responsible for irrespective of any negligence of the Hirer as set out;
- the amount of any loss or damage for which the Hirer is otherwise responsible under these terms and conditions.

7 The Hirer and/or Driver only (unless any additional drivers have been approved by the Owner) shall drive the Vehicle and shall only do so while qualified and holding all necessary licences and permits. The Vehicle shall at all times be driven in a careful and skilful manner and in accordance with all the legal requirements under the Policy.

8 The Vehicle shall not be used:-

- for hire or reward;
- for racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or other object;
- in any other manner which might render the Policy void or any other contract of insurance;
- for any illegal purpose or in any manner infringing any statute regulation or order relating to the driving and/or use of motor vehicles or affecting the Vehicle, its use or construction either in Great Britain or abroad;
- by any person who:-
 - is not licensed to drive the Vehicle;
 - is under 21 years of age or over 70;
 - is under the influence of drink or drugs;
 - has given a fictitious name, age or address;
 - is not the Hirer or the Driver or has not been approved by the Owner as an additional Driver;
 - has been convicted of a motoring offence, the details of which have not been disclosed to the Owner at the commencement of the Rental Period.
- so as to cause unusual danger to the public or persons in the Vehicle or risk of damage to the Vehicle;
- by any person after the expiry of the Rental Period;
- outside Great Britain without the prior written consent of the Owner. The Hirer and the Driver must also arrange separate insurance which must be approved by the Owner at the commencement of the Rental Period and comply with Clause 15 of the Terms and Conditions and shall keep the Vehicle at all times in their possession and custody.

9 The Hirer and Driver agree to pay on demand:-

- The Hire Charges (including any charges for excess mileage, or day charges, refurbishments, accessories, tyres, tools or equipment lost, stolen or damaged)
- where the Owner is insuring under the Policy and the collision damage waiver has not been taken out the first £ of any damage caused to the Vehicle or of any loss resulting from the theft or destruction of the Vehicle whether or not caused by the negligence of the Hirer or Driver or by any breach of the terms and conditions of hire;
- all losses (including legal costs on a full indemnity basis) suffered by the Owner (including loss resulting from inadvertent use of the Vehicle) in consequence of any destruction, loss, theft of the Vehicle or damage to the Vehicle prior to the Vehicle being returned to the Owner or of any breach by the Hirer or Driver of the terms and conditions of hire and to compensate the Owner for its loss if the Vehicle is a total loss in the above circumstances or if in the Owner's Insurer's opinion it is not worth repairing and to pay the day to day value of the Vehicle plus any other loss suffered as a consequence by the Owner;
- where the Owner consents to a transfer of the Hirer's own insurance policy from their vehicle to the Vehicle any charges rendered by the Hirer's insurance company for this service including any excess and all and any damage to the Vehicle however caused;
- in the event of failing to return the Vehicle at the expiration of the Rental Period to the Owner to pay interest at 5% above Barclays Bank PLC base rate plus any penalties, fines or court costs incurred relating to the Vehicle before it is returned to the Owner which the Owner is obliged to pay (save where caused by the fault of the Owner);
- to pay VAT and all other charges on the Vehicle until it is returned together with the sum specified as the additional daily rate in the Owner's schedule of rates or if none the sum specified as the daily rate of Hire until the Vehicle is returned to the Owner;
- even though covered by the Policy the Hirer and Driver jointly and severally shall be liable to pay the costs to repair any damage that the Vehicle may suffer as a result of the wilful action of the Hirer, the Driver or any of their servants or agents and shall be responsible for the costs of any repairs.

10 The Hirer and the Driver shall:-

- ensure compliance with the terms, conditions and limitations of the Policy which shall be deemed to be included in this Agreement as if fully set out within it;
- inform the Owner immediately of any loss or damage to the Vehicle and report any accidents involving the Vehicle to the Owner within 24 hours of the occurrence of the accident and also to the Police or such other proper authority within the time prescribed by law they shall also fill in an accident claim form for the Owner and it is noted that only failure to do this will make them liable for any third party costs;
- At the request of the Owner but at the cost of the Hirer and/or Driver permit to be done in either of their names anything that may be reasonably required by the Owner for the purposes of repairing the Vehicle and enforcing any of the Owners rights or remedies or obtaining relief from other parties in respect of any loss or damage to or in connection with the Vehicle;
- To supply any information drawings or assistance in connection with any accident involving the Vehicle as the Owner or Owner's insurers may require;
- Indemnify the Owner against any loss incurred by any breach of this Agreement by the Hirer or the Driver or any of their servants or agents;
- Ensure that maximum payload and individual axle plated weights are not exceeded;
- Be responsible for the loading and unloading of the Vehicle;
- Obtain or maintain any necessary operators licence under the Operators Licence Road Traffic Act 1968;
- Where any person signing this Agreement does so on behalf of the Hirer he warrants he is authorised to sign for the Hirer and is jointly and severally liable with the Hirer under this Agreement;
- To ensure that the Vehicle shall not at any time be so garaged parked or otherwise placed in jeopardy of theft, damage by weather or other cause;
- To ensure that the correct tyre pressures, engine oil, battery fluid levels, screen wash fluid levels, coolant levels, automatic transmission, oil levels (where fitted) and other basic requirements for the running of the Vehicle are maintained throughout the Rental Period;
- To return the Vehicle to the Owner at the Owner's office at or before the end of the Rental Period or on the early termination of the Agreement;
- Not to use the Vehicle to carry any passengers for which the Vehicle has not specifically been prepared and authorised by regulation, law or other requirement and not to use the Vehicle for the transportation or storage of any animals at any time;
- Not to use any fuel in the Vehicle that has not been produced to be used in that type of Vehicle and in particular not to use any red diesel in the Vehicle and to be responsible for and indemnify the Owner for any charges, fines or costs incurred as a result of any breach of this sub-Clause.

11 The Hire and the Driver shall not:-

- at any time except with a dealer approved by the Owner and only in respect of repairs to the Vehicle costing no more than £25 and of a minor or day to day nature undertake any repairs to the Vehicle without the Owner's prior written consent. Save as subject to the Terms and Conditions and to the extent that there may be an excess on the Policy that the Hirer is obliged to pay, the Owner will refund to the Hirer the cost of necessary repairs not exceeding £25. (or more if the Owner's written consent has been obtained) on production of VAT receipt and any parts replaced;
- be the agent or servant of the Owner for any purpose;
- make any claim for loss of or damage to any property left or transported in or upon the vehicle;
- the Owner shall not under any circumstances be liable to make any payment to the Hirer or Driver in respect of or to indemnify them against any loss, injury or damage sustained by either of them or as a result of the use of the Vehicle or as a result of any defect therein.

12 All conditions and warranties expressed or implied as to quality, description or fitness for the purpose of the Vehicle or otherwise are hereby expressly excluded and the Owner should not be liable to the Hirer or the Driver or any third party for any loss howsoever caused.

13 Notwithstanding the payment of any excess fee the Hirer and the Driver shall be responsible for payment of any excess amount where the loss or of damage to the vehicle arises from the wilful action of the Hirer or the Driver or any of their servants or agents.

14 Where the Hirer (as set out in Clause 9 and Clause 8(h)) is to use their own insurance:-

- the Hirer undertakes to insure the Vehicle until it is returned to the Owner in its full value against loss breakdown and damage (including windscreen damage) by accident, loss, fire, theft and destruction for at least the day to day value of the Vehicle under a comprehensive policy of insurance with a reputable insurance officer to be approved by the Owner. The Hirer shall at the Owner's request supply full details to the Owner and shall instruct the insurers that the Owner's name shall be endorsed on the Policy. The Hirer and Driver will indemnify the Owner against any claims for death, injury, loss or damage caused by the Vehicle or its use;
- the Hirer and Driver shall not abuse or permit the Vehicle to be used in contravention of the terms and conditions of the Policy;
- the Hirer and Driver shall procure that any compensation under the said insurance is paid directly to the Owner's and shall be liable to compensate the Owner for any loss or damage suffered by the Owner in excess of the monies (if any) paid to the Owner by the Hirer's insurers;
- the Hirer and Driver shall be bound by the terms and conditions stated hereinafter:-
 - any replacement vehicle is also covered;
 - in the event of any damage occurring to the Vehicle when covered by the Hirer's insurance the Hirer will arrange for the Vehicle to be inspected by an insurance assessor as soon as possible and will pay on demand all the expenses incurred by the Owner for example including but not limited to recovery and storage. The Hirer will also pay for any loss of hire in respect of the Vehicle irrespective of the length of the Rental Period on demand by the Owner for the period from the time of the accident, damage or destruction until such time as repairs have been completed and the Vehicle is available for re-hire.
- The Hirer and Driver undertake that the Driver of any other authorised persons driving the Vehicle in accordance with these Terms and Conditions are fully covered to do so by the Hirer's Insurance Policy.

15 No relaxation forbearance or indulgence by the Owner in enforcing any of the terms and conditions the Agreement shall prejudice or affect the rights and powers of the Owner in respect of it. Nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach for the avoidance of doubt it is stated that if the Hirer commits any breach of this Agreement the Owner may treat the Agreement as terminated and take possession of the Vehicle.

16 Any addition to or alteration of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties.

17 This Agreement shall not come into force until it has been countersigned on behalf of the Owner or by one of the Owner's agents or servants duly authorised for that purpose or the vehicle has been specifically released into the possession of the Hirer or Driver by the Owner.