

# Terms & Conditions



When you come to hire a vehicle you will be required to read and sign the rental agreement which lists total charges and conditions of rental and is your contract with us.

## **Rental Agreement**

You're Contract with us, when you sign the "*Owner's Liability and Declaration*" as follows: Please read this agreement carefully, if there is anything you do not agree with or understand please ask for assistance from a member of staff.

## **Rental Period**

You have agreed to rent the vehicle from the time and date shown overleaf and agreed to return at the specified time and date overleaf. The period may only be extended if agreed by us. If you do not bring the vehicle back on time you are breaking the conditions of this agreement and we can charge you for every day or half day you have the vehicle after you should have returned it to us at our daily tariff rates. If we have no contact with you we have the right to treat the vehicle as stolen and inform the Police.

### **1. Your Responsibilities**

You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it and use any security device fitted or supplied with the vehicle. You must always protect the vehicle against bad weather (i.e. storms or flood), which can cause damage.

You must always use the correct fuel. If you refill the vehicle with the wrong fuel, contact us immediately or the RAC (TELEPHONE NO. LOCATED ON WINDSCREEN IN VEHICLE) and do not drive it. You will be liable for all costs incurred by us in having the fuel system cleaned and of rectifying any resulting damage to the vehicle.

You are responsible for any damage to the vehicle caused by hitting low level objects such as bridges, branches or speed humps.

You must not sell, rent, loan or dispose of the vehicle or any part of it. You must not give anyone any legal rights to the vehicle.

You must not let anyone work on the vehicle without our recorded permission, if we do not give you permission we will only give you a refund if we can validate the work and you produce a vat receipt for the work done.

You must let us know as soon as you are aware of a defect to the vehicle not only to minimise any breakdowns, but for your own safety.

If the vehicle is hired for an extended period and the service interval is reached, you must inform our office, so that arrangements can be made.

You must return the vehicle back to our office during opening hours. One of our staff must inspect the vehicle to check its condition, fuel and mileage.

Where we have agreed that you return the vehicle outside of our normal business hours you will remain responsible for the vehicle and its condition until a member of our staff inspects it.

On the return of the vehicle you will have to pay if:

1. It is excessively dirty and requires more than a standard pre-hire clean.
2. You have wilfully damaged the inside or outside of the vehicle.
3. You have damaged, lost parts, or wrongfully refuelled the vehicle.
4. The fuel is below the fuel at start level.
5. You have allowed the vehicle to overheat and damaged the engine through neglect.
6. You have allowed the vehicle to run low of oil, water and consequently caused damage to the vehicle.
7. There is damage to glass, tyres and punctures, and road wheels.

The above charges are over and above your fuel deposit if applicable. You must check prior to handing the vehicle back to us that you have not left any personal belongings in the vehicle.

## **2. Our Responsibilities**

We will maintain the vehicle to at least the manufacturer's standard. We undertake that the vehicle is roadworthy and suitable for renting at the start of the rental period.

We do not accept any responsibility for any personal expenses incurred or loss of hire by any breakdown or accident of the vehicle, but we will act with all due haste to assist either in the repair of the vehicle or in association with our nominated breakdown service.

We are not responsible for any indirect or unforeseeable losses or damage, we recommend that you arrange your own insurance if required for such losses.

## **3. Property**

We are not responsible for property in the vehicle.

## **4. Conditions for using the Vehicle**

The vehicle must only be driven by the person named overleaf or by anyone who has filled out our insurance form. Anyone driving the vehicle must have a full valid driving licence with the correct vehicle entitlement for the type of vehicle driven and not prohibited by law from holding or obtain such a licence.

All drivers must be over 21 years of age depending on vehicle and drivers must have passed their driving test for more than 2 years.

You or any authorised drivers must not do any of the following:

- Carry passengers for hire or reward.
- Use the vehicle for any illegal purpose
- Use the vehicle for racing, pace making, testing the vehicle reliability and speed or teaching someone to drive.
- Use the vehicle under the influence of alcohol or drugs.
- Carry a number of people in excess of the recommended number

- Carry baggage or overload the vehicle or in the case of a commercial vehicle a payload which exceeds the maximum payload or axle plated payload.
- Drive the vehicle outside England, Scotland, Northern Ireland and Wales, unless we have given written permission and the appropriate charges made.

## **5. Charges**

We work out our charges using our current Price List on display in our offices, you will pay the following charges:

1. The rental as per the daily, weekly or monthly rate agreed.
2. On demand all fines and court costs for parking, traffic, speeding or other Offences (including any costs which arise if the vehicle is clamped or impounded). You must pay the appropriate authority any fines or costs. If you do not, you will be responsible to pay our administration charges, which arise when we deal with these matters.
3. On demand any loss of income charge. We will charge you this if we cannot rent out the vehicle because it needs to be repaired, or if it is a write-off.
4. On demand, any charges made by the Customs and Excise as a result of seizure of the vehicle by them, together with any loss of income charge whilst the vehicle is unavailable for hire.
5. Any delivery and collection charges necessary.
6. If the account is not settled by the date agreed i.e. weekly, monthly we will inform our debt collection team and you the consumer or company will be held liable for all costs incurred. We would demand the vehicle to be returned or we will collect and you will be charged a collection fee.
7. VAT and any other taxes on any charges listed above as appropriate.
8. All deposits must be collected within 7 days of the rental vehicle being returned.

## **6. Insurances**

If we arrange the insurance you will have completed a separate insurance proposal form, which if accepted, covers you and the vehicle for road risks, but does not cover any contents or goods carried within the vehicle.

You are responsible for all glass damage, tyres and punctures, and filling of the wrong fuel type which is not covered by our insurances.

You are responsible for our insurance excess of £750, which you will have agreed to and signed for on the hire agreement.

If we allow you to arrange your own fully comprehensive insurance in writing, with written confirmation from your insurance company it is still your responsibility to see we are fully reimbursed for all costs. And you are responsible for all insurance excesses as per your insurance agreement. We may ask your insurers to record our name as owners of the vehicle; if the vehicle is damaged or stolen you will let us negotiate with your insurers about whether the vehicle can be replaced or what compensation is due to us. You are financially responsible to settle any costs if the policy you have arranged fails and the vehicle is damaged. Lost, stolen or claims made by any other innocent party.

## **7. What to do if you have an Accident**

If you have an accident/incident you must not admit responsibility. You should take the name and addresses of everyone involved, including witnesses and take photos if you are able to. Immediately contact the insurers claim helpline 0800 028 9655 and follow their instructions. You should make the vehicle safe and tell the Police immediately if anyone is injured or there is a disagreement over who is responsible. You must complete the Incident Report Form on returning to the Port Van Hire office.

Our Breakdown services will arrange recovery back to our office, if outside the local area to our office. This may be a chargeable item.

### **8. Ending of this Agreement**

We will immediately end this agreement if you go into liquidation, you call a meeting of creditors, we find out that your goods have been taken away from you until you pay off your debts or you do not meet any of the conditions of this agreement.

If we end the agreement it will not affect our right to receive any monies we are owed under this agreement and we can also claim extra costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do so.

### **9. Governing Law**

This agreement is covered by the Laws of England; in certain cases we reserve the right to appoint an arbitrator.

### **7. Owner's Liability and Declaration**

I agree that while the rental agreement is in force I will be liable as owner of the vehicle or any replacement vehicle for the Parking, Speeding, or other Fixed Penalty Offences or other charges for the vehicle under Section 66 of the Road Traffic Act 1988 and Schedule 1 to the Road Traffic Regulations 1975 as or amended, replaced or extended by any subsequent legislation or orders.

I declare that I have read this Rental Agreement and understand that my deposit will not be returned if I am involved in any accident or incident involving damage to the vehicle or any third parties and are bound by law to disclose any accidents to Port Van Hire on return of the vehicle. I confirm that if I pay by credit or charge card my signature is authority to take the total amount I owe.

In the event of you the customer failing to remedy any breach of the conditions to our satisfaction, and us incurring any costs as a result of any breach, we reserve the right to seek recovery through court.

Signature of Hirer: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Director  
Mr M Keefe