

RENTAL AGREEMENT TERMS & CONDITIONS FORMING PART OF THOSE OVERLEAF

1 Your contract with us

When you sign the form overleaf of this rental agreement, you accept the conditions set out in this rental agreement. Please read this agreement carefully. If there is anything you do not understand, ask a member of staff to explain it.

2 Rental period

You will have the vehicle for the period shown in the agreement. We may agree to extend this rental period, but the total rental will not be for more than 31 days. If you do not bring back the vehicle on time, you will be breaking the conditions of this agreement. We can charge you for every day or part of the day you have the vehicle after you should have returned it to us. We will charge you a daily or hourly rate (which will be shown at the place you have rented the vehicle from) until we get our vehicle back. If you break our agreement, we can ask you to bring back the vehicle before the date and time we have agreed with you. To do this we will give you written notice in person or send it to the address you have given overleaf. Once we have given you the notice in person, you will no longer have our permission to have the vehicle. If we send you a notice in the post, one day, after we have posted it you will no longer have our permission to have the vehicle. We may then take back our vehicle. If we believe you have given us false information, we may take back the vehicle without giving you any notice.

3 Your responsibilities

- a** You must inspect the vehicle and any accessories we provide before you take the vehicle. If you are not satisfied with the vehicle or you do not think the condition of the vehicle meets our pre-rental inspection report, you should let us know.
- b** You must look after the vehicle, any accessories and the keys or other locking device for the vehicle. You must always lock the vehicle when you are not using it, and use any security device which is fitted or which we supply. You must always protect the vehicle against weather conditions which could cause damage. You must make sure that you use the correct type of fuel and fluids in the vehicle.
- c** Depending on section 8 of this agreement ('Our motor insurance and damage protection programme'), you are responsible for any damage to the vehicle, including damage caused by hitting low-level objects such as bridges or low hanging tree branches. You will have to pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include the cost of any damage inside and outside the vehicle, cleaning costs if the vehicle is very dirty, and replacing any items or accessories.
- d** You must not sell, rent or get rid of the vehicle or any of its parts. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.
- e** You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a receipt for the work we have given you permission for.
- f** You must let us know as soon as you become aware of a fault with the vehicle, or if the vehicle is stolen or involved in an accident.
- g** If we have agreed to drop off the vehicle at an address you give us, you will be responsible for the vehicle from the time we drop it off.
- h** Unless we have agreed to collect the vehicle from you, you must return the vehicle to the location or rental branch we agreed. You must return it during the opening hours or at a time we tell you. When you return the vehicle, our staff must check its condition. If we have agreed to allow you to return the vehicle outside of our opening hours, you will stay responsible for the vehicle and its condition until our staff have checked it. We may need to clean the vehicle before our staff can check its condition.
- i** You must not carry any object or substance which, because of its condition or smell, may harm the vehicle or delay us renting or selling it.

4 Our responsibilities

- a** We will identify and tell you about any existing damage to the vehicle before you sign this agreement.
- b** We have maintained the vehicle to at least the manufacturer's recommended standard. The vehicle is roadworthy and suitable for you to use at the start of the rental period.
- c** We are responsible if someone is injured or dies as a result of our action or failure to act. We are also responsible for any loss you suffer as a result of us breaking this agreement, if we could have predicted your loss at the time this agreement started and it is a result of us breaking this agreement. We are not responsible for any loss which is a side effect of the main loss and which we or you could not have predicted, such as loss of profits or loss of opportunity (for example not being able to go to a business meeting).

5 Property

We are only responsible for loss or damage to property in the vehicle if the loss or damage is a result of our neglect or if we have broken the conditions of our agreement. You are responsible for removing your personal belongings from the vehicle at the end of the rental period, as we are not responsible for any items you leave in the vehicle. If you do leave items in the vehicle, we may agree to keep them for you to collect within a reasonable time. We may charge you reasonable costs for storing the items.

6 Conditions for using the vehicle

- a** Only you, any driver named overleaf, and anyone we have given written permission to, can drive the vehicle. Anyone driving the vehicle must have a full driving licence which is valid in the European Economic Area for the type of vehicle you are renting.
- b** You must not rent the vehicle to anyone else. You must also not use the vehicle or let someone else use it:
- b1** for any illegal purposes or in a way which would cause nuisance;
- b2** to carry passengers for a fee (except for minibuses which you have a valid operator's licence for);
- b3** for driving lessons;
- b4** to tow or push any vehicle, trailer or other object, without our written permission;
- b5** for racing, pacemaking, or to test the vehicle's reliability or speed;
- b6** off roads or on roads unsuitable for the vehicle;
- b7** if the driver has been drinking alcohol or taking drugs;
- b8** outside the United Kingdom, unless we have given you written permission and a Vehicle on Hire Certificate;
- b9** if it is loaded beyond the manufacturer's maximum weight recommendations;
- b10** to carry unsecured loads;
- b11** to carry more passengers than the vehicle was manufactured to legally carry; or
- b12** if the driver does not have a valid operator's licence (if it is a goods vehicle or a minibus).

7 Charges

We work out our charges using our current price list, which includes VAT (see Overleaf). You will be responsible for paying the following charges.

- a** The rental and any other charges we work out according to this agreement.
- b** Any charge for loss or damage resulting from you not keeping to your responsibilities, as set out in section 3 (above).
- c** A refuelling service charge if you did not return the vehicle to us with the agreed amount of fuel. The charge will be based on the rates shown at the location or rental branch you rented the vehicle from.
- d** All charges and legal costs for any congestion charge, road traffic offence or parking offence, or any other offence involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. You are responsible for paying the appropriate authority or company for any charges and costs if and when they ask for these payments. You will also be responsible for paying our reasonable administration charges for dealing with these matters.
- e** The reasonable cost of repairing any damage to the vehicle which was not noted at the start of the agreement, whether you were at fault or not (depending on section 4). You will also be

responsible for paying the reasonable cost of replacing the vehicle if it is stolen or written off, depending on any insurance you have (as set out in section 8), if and when we demand this payment.

f A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, if it is a write-off (it cannot be repaired), or if it has been stolen and we are waiting to receive a full payment of the vehicle's value.

g We will only charge you for loss of income if we cannot get back our losses under the damage protection programme, as explained in section 8. We will charge you at the published daily or hourly rate, and we will never charge you for more than 90 days. We will always do everything we can to make sure we repair the vehicle or get back our costs as soon as possible.

h Any recovery charges arising from the Vehicle and Operator Services Agency (VOSA), HM Revenue & Customs (HMRC), the police, or any other public organisation (or their agent) who has seized the vehicle. You will also have to pay us a loss-of-income charge while we cannot rent out the vehicle.

i Any published rates for delivering and collecting the vehicle, a charge for an extra driver or returning the vehicle late, and charges for accessories such as child car seats, satellite navigation systems and other similar items.

j Interest, which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate as published by HSBC Bank. We will publish this rate from time to time.

k We will work out all charges in line with this agreement, and they will include VAT (if this applies). You are responsible for all charges, even if you have asked someone else to be responsible for them.

8 Our motor insurance and damage protection programme

You can get full details of our damage protection programme from the office at which you rented the vehicle. If we arrange separate motor insurance, we will give you information on the motor insurance cover and any restrictions which may apply. Otherwise, the conditions of our motor insurance and damage protection programme will apply. By putting your initials in the appropriate box on overleaf on the rental agreement, you are accepting the conditions of our motor insurance and damage protection programme.

a We have a legal responsibility to have third-party motor insurance. This provides cover for claims if you injure or kill anybody, or damage their property. Cover for damage to property is limited to 1 million.

b We will provide cover for loss or damage to the vehicle if you have put your initials in the box marked 'Collision and loss damage waiver' overleaf. Even if you accept this, you still have to pay an amount up to the 'responsibility amount' every time you damage the vehicle. The responsibility amount you have to pay in each case is shown overleaf [of the rental agreement].

c We will provide cover for theft and damage to the vehicle caused during a theft or attempted theft if you have put your initials in the box marked 'Theft waiver' overleaf [of the rental agreement]. Even if you accept this, you still have to pay an amount up to the 'responsibility amount' if the vehicle is stolen.

9 Your own insurance

If we fill in the appropriate box on the rental agreement overleaf, you may arrange your own motor insurance to cover your legal responsibility for any loss, or if the vehicle is stolen or damaged, for the full period you are renting the vehicle for. You must prove that this motor insurance is valid and sign the confirmation on the rental agreement overleaf. We have the right to agree:

- the amount of cover you arrange;
- the type of policy you choose; and
- the insurer you choose.

We must be satisfied with the insurance cover and policy conditions, and you must not change them. We may ask your insurers to record our name as owner of the vehicle. If the vehicle is damaged or stolen we will negotiate any settlement for loss or damage with your insurers, and we will receive any money they pay out. This includes allowing us to take legal action in your name and defending any proceedings taken against you. You are responsible for paying the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or someone else makes a claim. Clause 7 charges are applicable.

10 What to do if you have an accident or the vehicle is stolen. If you are involved in an accident, you must not admit that you are responsible. You should describe the situation as fully as possible when you are asked to do so by the police and us. You should get the names and addresses of everyone involved, including witnesses. You should also:

- ✓ make sure the vehicle is secure;
- ✓ tell the police straight away if anyone is injured or if there is a disagreement over who is responsible
- ✓ contact us straight away.

You must then fill in our accident report form and send it to our address, shown overleaf. If the vehicle has been stolen, you must tell us as soon as possible and confirm this in writing as soon as reasonably possible. You or any authorised drivers will also need to:

- 1 get the names and addresses of any witnesses and give them to us;
- 1 send us any notices or other documents relating to any legal proceedings arising out of the theft or loss;
- 1 help us and our insurers in any legal proceedings, including allowing us to take legal action in your name and defending any legal action taken against you; and 1 give us back all keys and report the theft or loss to the police as soon as reasonably possible.

11 Data protection

By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement. We will use your information to analyse statistics, for market research, credit control and to protect our assets. You agree that if you break the terms of this agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect its assets, as allowed under the Data Protection Act 1998.

12 Ending this agreement

a We will end this agreement if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We may end this agreement if you do not meet its main conditions.

b If you are a company, we will 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.

c If we end this agreement it will not affect our right to receive any amount you owe us under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main conditions of this agreement. We can repossess the vehicle and charge you a reasonable amount for doing so.

13 The law

We aim to deal with all disagreements fairly and calmly. If we cannot deal with a disagreement, we may take the matter to the BVRLA's conciliation service. This agreement is governed by the laws of the country in which you signed it. Any disagreement may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

TJS Hire Company (Humberside) Ltd

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