

## TERMS AND CONDITIONS OF HIRE

- 1. Delivery and return.** The Renter acknowledges that the vehicle is in good overall condition and without apparent defects and that he/she will return it with all documents and accessories in the same condition to G L Vehicle Hire to the rental location or other location point and on the date and by the time designated in this agreement, subject only to prior agreed extensions. If the vehicle is not returned at the agreed time and dates by the renter, consent for the vehicle to be used shall automatically terminate. Without prejudice to this G L Vehicle Hire shall be entitled to charge the Renter for such unauthorised usage at its published standard daily rates until the vehicle is returned or recovered. If G L Vehicle Hire has agreed to collect the vehicle, the Renter shall ensure that the vehicle is available at the agreed collection point at the due date and time. That the vehicle is not left in circumstances where any parking restrictions or charges apply or where it may become a danger to other road users. Vehicles must not be returned out of trading hours. Renters will be held responsible for any theft or damage that occurs to the vehicle.
  - 2. Responsibility of the Renter.** The Renter is wholly responsible for G L Vehicle Hire's costs of repairing damage to the vehicle rented under this agreement including its parts and accessories however caused and of G L Vehicle Hire's cost of replacing the vehicle in the event of theft. In the event of loss of or damage to the vehicle the Renter is responsible so compensate G L Vehicle Hire for its loss of use of the vehicle during the period of recovery or repair. The Renter shall not sell, offer for sale, assign, pledge, underlet, lend or otherwise deal with the vehicle or any parts or accessories thereof or with any interest therein.
  - 3. Statement of liability.** The Renter acknowledges that during the currency of the agreement and any extension thereof, he/she shall be liable as the owner of the vehicle in respect of:
    - a) Any fixed penalty offence or contravention committed in respect of the vehicle under the Traffic Acts and
    - b) Any excess or other parking charge, which may be incurred in respect of that vehicle under Section 45 and 46 of the Road Traffic Regulation Act 1984.
  - 4. Own Insurance.** Where the Renter provides his/her own insurance as indicated by the words "own insurance" on the front page of the rental agreement, the Renter agrees:
    - a) To insure the vehicle for liability to third parties with an insurer previously approved by G L Vehicle Hire,
    - b) To maintain the insurance during the entire rental period (including extensions) and to procure the endorsement of G L Vehicle Hire's name as owner on the applicable insurance policy.
    - c) To comply with the terms and conditions of the applicable insurance policy and to pay G L Vehicle Hire the amount of any policy excess in the event of a claim.
    - d) Not to undertake repairs to the vehicle which shall be the exclusive right and responsibility of G L Vehicle Hire.
    - e) In the event of any loss, damage or potential liability G L Vehicle Hire shall be entitled to conduct negotiations and agree settlement with Insurers to the exclusion of the Renter who shall abide with any settlement or other arrangement with insurers. Any monies payable by Insurers in respect of vehicle loss or damage shall be paid to G L Vehicle Hire or its order.
    - f) In the event of loss or damage to the vehicle, to compensate G L Vehicle Hire for its loss of use of the vehicle during the period of recovery or repair.
    - g) To report all accidents or thefts to the police and to any G L Vehicle Hire location as soon as possible and in any event within 24 hours, and so cooperate with G L Vehicle Hire and the Renters insurers in any investigation or legal proceedings.
  - 5. Companies insurance.** Provided that the Renter duly completes the insurance Proposal Declaration and is accepted:
    - a) The Renter and drivers approved in writing by G L Vehicle Hire are indemnified against Third Party Legal Liabilities (including liability under the Road Traffic Acts) under the terms, exceptions and conditions of a policy of which the Renter is deemed to have knowledge which is hereby declared to be incorporated in and to form part of this agreement and of which a copy will be made available for inspection at the hiring depot on request. Failure to complete the insurance Proposal Declaration truthfully will void the insurance and may lead to prosecution for driving when uninsured.
    - b) In addition the Renter and any drivers aforesaid are indemnified by G L Vehicle Hire in respect of Accidental Damage to the hired vehicle, both the foregoing indemnities being subject in particular but without limitations to the following exceptions:

EXCEPTIONS

Any loss, damage, or liability of whatsoever nature and howsoever arising:

      - a) when the vehicle is being used for an illegal purpose
      - b) when the vehicle is being used for racing, pacemaking, speed testing, competition, rallies or trials or for the carriage of passengers for hire or reward.
      - c) whilst the vehicle is being used in violation of any of the terms and conditions of the Hiring Agreement, The Renter shall defend indemnity and hold harmless G L Vehicle Hire from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of or connected with the possession or use of the vehicle during the rental term and caused by negligence or non-observance of the terms of the Agreement on the part of the Renter or authorised approved drivers.
      - d) WARNING-THE RENTER IS RESPONSIBLE FOR ALL DAMAGE CAUSED BY i) STRIKING OVERHEAD OBJECTS ii) INSECURE LOADS iii) OVERLOADING iv) TO OWN PROPERTY/VEHICLES.
  - 6. Conditions of use.** G L Vehicle Hire provides a vehicle in accordance with the terms of this agreement and on the condition that the Renter and authorised drivers hold a valid full driving licence and has held such for not less than 1 year and is over the age of 21 years. The Renter must look after the vehicle and its accessories carefully, keep the keys to the vehicle in his/her possession, lock the vehicle and fully deploy any/all securely devices supplied by G L vehicle Hire whenever the vehicle is parked or left unattended. The Renter must NOT allow the vehicle to be used:
    - a) To propel or tow any other vehicle, trailer or other object without prior agreement from G L Vehicle Hire.
    - b) To carry persons for hire and reward.
    - c) In any race, rally, test or contest.
    - d) By any person driving when unfit through drink or drugs or with blood alcohol concentration above the legally prescribed limit.
    - e) In contravention of any Customs regulations, or in any other illegal manner.
    - f) In contravention of the terms of any applicable insurance policies.
    - g) Or driven by any person who is not recorded by G L Vehicle Hire as an authorised additional driver.
    - h) Outside Great Britain without prior agreement of G L Vehicle Hire.

**AND THE RENTER WARRANTS THAT THE VEHICLE SHALL NOT BE SO USED.**
  - 7. G L Vehicle Hire Liability to the Renter.** G L Vehicle Hire gives no warranty in relation to the condition of the vehicle except as implied by law. In particular G L Vehicle Hire shall not be liable or responsible for any damage suffered by the Renter or by third parties in connection with the operation of the vehicle or for loss or damage to the Hirer's property.
  - 8. Charges.** The Hirer shall pay or reimburse G L Vehicle Hire on demand the sum of:
    - a) Time and mileage ("rental") charges calculated at the rates upon the terms shown on this agreement or in the current tariff at the start of the rental.
    - b) Any G L Vehicle Hire costs, including reasonable legal fees and administration charges incurred in collecting amounts due from the Hirer under this agreement.
    - c) Any fines, penalties, court costs or other expenses imposed on G L Vehicle Hire by law, arising from the use of the vehicle or any replacement while on rental to the Hirer unless due to G L Vehicle Hire fault, which shall not relieve the Hirer or any other person of direct responsibility to any public authority for his/her unlawful conduct.
- THE HIRER AGREES TO ACCEPT THE DEBIT OF HIS/HER CREDIT/CHARGE CARD/ACCOUNT OF THE CHARGES INCURRED UNDER THIS AGREEMENT INCLUDING CHARGES DUE AS A RESULT OF THEFT OR, OR DAMAGE TO, THE VEHICLE.
- 9. FOR BUSINESS USE, IT IS THE HIRERS RESPONSIBILITY TO ENSURE THEY HOLD A CURRENT "OPERATORS LICENCE".**