

Terms & Conditions - Vehicle Rental Agreement

1. The Hirer is the company or person specified in box 1 of the Rental Agreement (herein after referred to as the Agreement). The Hirer shall be bound by the following terms and conditions which incorporate the details shown on the Agreement.

it be driven in the event of mechanical, electrical or structural failure or damage, if further damage might thereby be caused.
2. If the Hirer has indicated on the Agreement that they wish Five Acres Limited, trading as Five Acres Vehicle Rental and Five Acres Garage (hereinafter referred to as the "Lessor"), to provide insurance, then the following provisions will apply:
 - a) The Agreement is subject to and is deemed to include the terms, conditions and limitations of the Lessor's insurance policy, a copy of which may be inspected at the Lessor's office.
 - b) Any vehicle hired under this Agreement may only be driven by the Hirer or by the person signing the Agreement on behalf of the Hirer or by any additional authorised drivers who have had a completed insurance proposal form accepted by the Lessor.
 - c) The Hirer agrees to pay the insurance charges on the Lessor's current tariff, plus the waiver charge for reducing or removing the insurance excess as initialled, and the excess as shown on the Agreement.
 - d) Even though it may be covered by the Lessor's insurance, the Hirer shall be liable to pay the cost of repair of any damage which the vehicle may suffer as the result of the wilful action of the Hirer or any servant or agent of the Hirer.
 - e) The Hirer will compensate the Lessor for any loss (whether direct, indirect or consequential) which it may suffer as a result of any act or omission on the part of the Hirer or their servant or agent.
3. If the Hirer has indicated on the Agreement that they wish to provide their own insurance then the following provisions will apply:
 - a) The Hirer's responsibility shall be to insure the vehicle until it is returned to the Lessor in its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy of insurance with an insurance office of repute. The Hirer shall at the Lessor's request supply full details to the Lessor and shall instruct the insurers that the Lessor's name shall be endorsed on the policy.
 - b) The Hirer shall not use or permit the vehicle to be used in contravention of the terms and conditions of the policy, and shall procure that any compensation under the said insurance is paid directly to the Lessor.
 - c) If the Hirer shall effect insurance which is not comprehensive or if for any other reason the amount paid by the Hirer's insurers shall be less than the loss or damage (whether direct, indirect or consequential) suffered by the Lessor then the Hirer shall pay the Lessor the difference.
4. Where this Agreement has been signed by a person on behalf of the Hirer, they warrant that they are authorised to sign for the Hirer, and is jointly and severally liable with the Hirer under this Agreement.
5. Neither the Hirer, nor any servant or agent of the Hirer, nor any authorised driver is, or may hold themselves out to be, the servant or agent of the Lessor for any purpose whatsoever.
6. The rental period under this Agreement shall be from the Date out shown on the Agreement until the Date due back (as recorded on the Agreement or in any agreed attachment hereto) unless:
 - a) The Hirer shall for any reason terminate this Agreement before the Date due back, the Hirer shall not be entitled to any refund.
 - b) The Lessor shall terminate this Agreement before the Date due back by reason of any breach by the Hirer of any term hereof, or
 - c) The Lessor shall for any other reason call for the return of the vehicle before the Date due back.

In any of which event the Hirer shall forthwith return the vehicle, provided that the Hirer shall not be liable for any charges in relation to any period after the vehicle has been returned pursuant to this Agreement.
7. It is a breach of this Agreement for the Hirer to fail to return the vehicle to the Lessor at the end of the rental period in a roadworthy condition, and the damages payable for each breach (in addition to any damages payable in respect of any other breach) will be the charges which would have been payable on the Lessors current tariff for the period until either the Lessor recovers the vehicle or restores it to its pre-accident condition or receives the full value thereof.
8. The Lessor is not liable for loss of or damage to any property stored or transported in or on the vehicles, nor does the Lessor accept responsibility for any property left in or on the vehicle when it returns to the Lessor's possession. The Hirer will indemnify the Lessor against any claims relating to any such property.
9. The vehicle will not:
 - a) With the Lessor's prior written consent be taken outside the territory comprising England, Wales, Scotland, Northern Ireland, Southern Ireland and any British Isle on which the hiring commenced.
 - b) Without the Lessor's prior written consent be used to propel or tow any other vehicles or trailer.
 - c) Be used for the carriage of passengers for hire or reward or for driving tuition unless the Hirer shall have obtained the Lessor's prior written consent and shall in addition have provided their own insurance in accordance with clause 3.
 - d) Be used for any unlawful purpose or for racing, pacemaking, competitions or speed testing, or in any unlawful manner.
 - e) Be used in such a manner that it is overloaded (whether in total or in respect of any axle or other part) or is carrying more passengers or goods than it was designed to carry or may lawfully carry.
 - f) Be driven in a manner which would render void the policy or other contract of insurance, or in contravention of any Road Traffic Legislation or Construction and Use Regulations, or by any person who is not licensed to drive the vehicle or who is under the influence of alcohol or drugs, nor must

Be altered or added to in manner.
10. The Hirer is not authorised to effect any repairs to the vehicle without the Lessor's prior consent. Save to the extent that there may be an excess on the Lessor's insurance which the Hirer is obliged to pay, the Lessor will refund to the Hirer the cost of necessary repairs if the Lessor's consent had been obtained and on production of a VAT receipt and any part replaced.
11. If the Hirer commits any breach of this Agreement, the Lessor may treat the Agreement as terminated and take possession of the vehicle and the Hirer authorises the Lessor to enter upon their property for such purpose.
12. The Hirer shall be liable as owner of the vehicle in respect of:
 - a) Any fixed penalty offence committed in respect of the vehicle under Part III of the Road Traffic Offenders Act 1988 or the Road Traffic Act 1991, as amended, replaced or extended by any subsequent legislation or orders and under the equivalent legislation applicable to Scotland, Northern Ireland or other British Isle.
 - b) Any financial penalty or charge which may be demanded by any person, corporation or authority as a result of the vehicle having been parked or left Upon land which is not a public road.
13. The Hirer is obliged:
 - a) To pay on the Lessor's current tariff for rental and fuel, to pay for any accessories, tyres or equipment lost, stolen or damaged to pay the Lessor's costs of recovering the vehicle in the event that the Hirer fails to return it to the Lessor in accordance with clause 13(f) to pay any penalties, fines and court costs incurred in the use of the vehicle before it is returned to the Lessor and which the Lessor is obliged to pay (save when caused by the fault of the Lessor) and pay VAT where appropriate at the current rate.
 - b) To safeguard the Lessor's interest in the event of any accident involving the vehicle, by obtaining the names and addresses of all relevant drivers and witnesses, securing the vehicle, and where appropriate notifying the police.
 - c) To ensure that the correct tyre pressure, engine oil level, battery fluid level, screen wash level, coolant levels and automatic transmission oil level (where fitted) are maintained throughout the period of rental.
 - d) To ensure that the vehicle is always locked when unattended and to take all reasonable steps to prevent the loss of or damage to the vehicle, or its tyres, tools, accessories, equipment or contents.
 - e) To inform the Lessor immediately if the vehicle suffers any damage or loss, develops and fault or requires any servicing, and permit the Lessor to carry out any essential repairs or servicing.
 - f) To return the vehicle (together with all its accessories, tyres, tools and equipment) during the Lessor's business hours to a representative of the Lessor and to the place from which the vehicle was hired unless a different place is specified on the Agreement at or before the end of the rental period or on the earlier termination of this Agreement in the condition prevailing at the commencement of the rental (fair wear and tear exception), clean and tidy (traffic grime excepted).
 - g) The Hirer is responsible for the cost of punctures, tyre damage, loss of tools, windscreen damage and/or any costs incurred without the Lessor's permission up to the value of the excess as detailed on the Agreement.
 - h) The Hirer is responsible for the total costs of Vandalism and/or Malicious Damage.
 - i) In the event of any breach of this Agreement, signed by the hirer, the hirer gives full unreserved authority to the lessor, to take the full amount incurred by any breach of this Agreement from the credit/debit Bank card presented on commencement of the hire.
14. The Lessor is obliged:
 - a) To take all reasonable steps to provide the Hirer with a well maintained vehicle, but shall not be liable for any direct, indirect or consequential loss caused by any breach of this or any other obligation of the Lessor hereunder.
 - b) When informed of a breakdown by the Hirer, to see that the necessary repairs are carried out promptly, if possible.
 - c) If repairs to the hired vehicle cannot be carried out promptly, to provide a substitute vehicle or allow the Hirer to terminate the hire.
15. The Hirer acknowledges:
 - a) That this Agreement is not assignable by them.
 - b) That this document (together with Lessor's General Terms & Conditions of Sale and any agreed attachment hereto) contains the entire understanding between the parties and that no addition to or alteration of the terms shall be valid unless made in writing and signed by a duly authorised officer of the Lessor.
 - c) That they are not entering into the Agreement on the basis of any warranty or representation by the Lessor.
 - d) That failure by the Lessor to enforce any term of this Agreement shall not be construed as a waiver of its rights hereunder.
 - e) The Hirer shall be solely responsible to insure they are using the allocated vehicle on the Agreement in accordance with current DVLA or any other road act regulations with in accordance to their driving license and that they have the correct category entitlement for the vehicle on the Agreement.
16. The Lessor's General Terms and Conditions of Sale that these Terms & Conditions serve in addition to are available upon request or can be downloaded from the Lessor's website.