

CV2 Cars and Vans 2 Hire Ltd

Terms & Conditions

- 1) In this Agreement the following terms shall have the meanings hereby respectively assigned to them;
HIRER - The person named as such overleaf which shall, when the context so admits, include the driver of the vehicle.
LESSER - The Company named overleaf.
VEHICLE - The original vehicle described overleaf or any replacement vehicle under this agreement together with the spare wheel, tools and other accessories supplied with the vehicle.
RENTAL PERIOD - The period from the date and time out stated overleaf until the vehicle is off hire in accordance with clause 14.
RENTAL CHARGES - The hire charges for the rental period calculated in accordance with the Lesser current tariff, the rate shown overleaf or such other rate agreed between the parties in writing.
- 2) The Hirer acknowledges that the vehicle is fit for purpose and is in good condition and undertakes to return it, with its accessories in the same conditions to the place, and on the due date back, if specified overleaf.
- 3) During the rental period the Hirer shall keep the vehicle and its accessories in his possession and free from legal process or lien and when it's not in use, adequately protected and secured.
- 4) During the rental period, the Hirer shall;
 - a) Check daily engine oil level, water level in radiator, washers and wipers, lights, wheel nuts and brake fluid level.
 - b) At lesser reasonable request, make the vehicle available for inspection, service or repair work.
 - c) If the Hirer is in breach of 4(a) or 4(b), then the Hirer shall indemnity against all loss or damage whatsoever thereby arising.
- 5) The Hirer shall ensure that the vehicle will not be used;
 - a) For the carriage of passenger for hire or reward.
 - b) For any illegal purpose or in contravention of any legalisation affecting the vehicle, its use or construction.
 - c) For hire or reward if the vehicle exceeds 3.5gvw unless a valid Operator's license is held.
 - d) To propel or tow and other vehicle or trailer without the prior written permission of lesser.
 - e) Outside of England, Scotland or Wales without prior written consent of the lesser.

- 6) The Hirer agrees to pay on demand;
 - a) Rental charges,
 - b) Any appropriate milage or other charges at the rates referred to in this agreement or from time to time in force,
 - c) The full cost of uninsured damage to, or loss of the vehicle.

- 7)
 - a) In this clause the term Lesser shall include not only the company named overleaf but any subsidiary as defined by section 736 of the Companies act 1985,
 - b) The lesser shall have a right of set off against any amount due from them to the Hirer, any sum or sums which at the date of set off are due and owing to the lesser from the Hirer.

- 8) The Hirer shall;
 - a) Inform the Lesser immediately of any loss of or damage to or fault developing in the vehicle;
 - b) At the request and cost of the lesser permit to be done (if necessary in the hirer's name) including, but without limitation;
 - i. All acts and things reasonably required by the lesser for the purpose of repairing the vehicle;
 - ii. Enforcing any rights or remedies against or obtaining relief from other parties;
 - c) Indemnify the Lesser against any loss or damage;
 - i. Incurred by reason of any breach of this agreement by the hirer.
 - ii. Which is not covered by the contract of insurance on the vehicle.
 - iii. Arising from the loss of or damage to any property left stored or transported in or upon the vehicle.

- 9) The Hirer shall immediately report any accident to the lesser and deliver every document of any kind received by the hirer relating to any claim connected with an accident or event involving the vehicle.

- 10) The Hirer acknowledges that it shall not:
 - a) Without the prior consent of the lesser incur and liability for the repairs to the vehicle;
 - b) Be the agent or servant of the lesser for any purpose or make himself out as being such;
 - c) Make any claim against the Lesser for loss of or damage to and property left stored or transported in or upon the vehicle unless caused by the negligence of the lesser.

- 11) The Hirer shall be liable as owner if the vehicle in respect of;
- a) Any of the following offences which may be committed with respect to that vehicle when it is stationary and a fixed penalty notice is issued namely: being on a road during the hours of darkness without the lights or reflectors as required by law; waiting, or being left or parked, or being loaded or unloaded, in a road; being used or kept on a public road within the meaning of the Vehicles (excise) Act 1971 without a license under that Act being exhibited on the vehicle in the manner prescribed under that Act; and the non-payment of the charge made at a street parking place; and;
 - b) Any excess charge which may be incurred in pursuance of an order under section 45 7 46 of the Road Traffic Regulation Act 1984 (or as amended, replaced or revised by subsequent legislations or orders);
 - c) Any charges made by Customs & excise as a result of a seizure of the vehicle by them together with a loss of income whilst the vehicle is unavailable for rental.
 - d) Any such fines, penalty notices etc as detailed in section 11 will incur a £25 admin charge which will be deducted for the deposit or card used.
- 12) The Hirer accepts liability for any penalty charges which may be incurred whilst the vehicle remains on hire and agrees to indemnify the Lesser against any claim that may be made against them.
- 13)
- a) The vehicle will remain on hire to the Hirer until the off hire procedure has been completed;
 - b) The vehicle will be deemed off hire for insurance purposes when it is delivered into the possession of the Lesser during normal business hours, the keys of the vehicle have been handed to a duly authorised representative of the Lesser and the hire note has been signed as of hereby the Lesser;
- NOTE – The return of the vehicle to the Lesser premises outside normal business hours does not constitute off hiring.**
- 14) The Lesser may demand the return of the vehicle at any time and if in the lesser reasonable judgment such demand might not be complied with Lesser may repossess the vehicle and terminate this Hire agreement without any liability for any loss of damage which the Hirer may sustain as a result of such demand and termination or repossession.
- 15) In the event of the vehicle being returned or collected in a damaged condition, the rental charge will continue until such time as the vehicle is repaired and returned to a hireable state. Should the vehicle be deemed to be beyond economical repair, stolen and not recovered, the hire charge will continue until settlement in full is received.

- 16)
- a) The Hirer is responsible for any damage to any tyres or tubes.
 - b) The Hirer is responsible for breakages for windscreens or windows.
 - c) The Hirer shall have exclusive possession, use and control of the vehicle for the duration of the agreement and the Hirer shall assume exclusive responsibility to the public and any regulatory body having jurisdiction,
 - d) The Hirer undertakes to drive and use the vehicle in a skilful and careful manner at all times.
- 17) Notwithstanding any agreed period of credit, if any invoice is overdue for payment the balance of the account becomes immediately due & payable.
- 18) It is agreed and acknowledged by the Hirer that the Lesser shall not be liable for any indirect or consequential loss whatsoever, howsoever arising. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or other liability if the lesser which cannot be excluded as a matter of law.
- 19) This Agreement and the hiring hereunder will terminate ipso facto and immediately if a petition to wind up the Lesser or appoint an Administrator or the Lesser is presented to a court or if the Lesser possess a resolution for voluntary liquidation (except for the purpose of amalgamation or re-construction) or if a receiver or receiver and manager is appointed with respect to any of the assets of the Lesser and upon such termination as foresaid, the Hirer will immediately return the vehicle to the Lesser or its duly authorised agent for the return of the vehicle at such place as the Lesser may have appointed.
- 20) Any additions to or alterations of the terms and conditions of this agreement shall be null and void unless agreed upon in writing by the parties.