

# TERMS AND CONDITIONS OF HIRE

## 1. General

1.1 The following words and expressions shall have the meanings set aside them.

"we" "our" "us" refers to us Luteaim Limited (trading as County Car & Van Hire) from whom you have rented the Vehicle.

"you" "your" refers to you the Hirer who has rented the Vehicle.

"Accessories" means any accessory or ancillary equipment we have provided in relation to the Vehicle including towing equipment, roof racks, non-standard tyres, radio and stereo equipment, number plates, tools, manuals and the tax disc.

"Delivery Point" means the premises at which you will take possession of the Vehicle which in the absence of written agreement to the contrary shall be at our premises.

"Insurance Policy" means the policy of insurance under which the Vehicle is operating.

"Modifications" means mechanical or other modification to the Vehicle and any alterations or additions to it including Accessories or their removal or interference if supplied with the Vehicle and in relation to any identification marks or advertising to or on the Vehicle.

"Charges" means all and every amount payable by virtue of this Agreement whether or not detailed overleaf.

"Rental Period" means the period of Hire ending on the earlier of the following days: the day on which the Vehicle is re-delivered to us at our premises (or such other premises as are agreed in writing) or the day upon which this Agreement terminates, or upon the expiry of the 84th day from the date of this Agreement.

"Vehicle" means the Vehicle you have rented from us under this Agreement and detailed overleaf.

1.2 Save as inconsistent with the following the expressions defined overleaf shall in the Terms and Conditions have the same meaning.

1.3 We will prepare a vehicle inspection sheet for the Vehicle which will specify the precise visible condition of the Vehicle and which shall repeat many of the insurance exclusions and excesses for which you may be liable and before you take possession of the Vehicle you must sign the vehicle inspection sheet (which you may amend) which signature shall constitute your acceptance of:-

1.3.1 the condition of the Vehicle: and

1.3.2 that it is fit for your purpose; and

1.3.3 this it is compliant with the details specified on the inspection sheet; and

1.3.4 that there has again been full disclosure to you of some of the liabilities which you may incur and which may not be covered by insurance

## 2. Duration and Possession

2.1.1 This Agreement shall commence on the day it is signed and dated on the reverse.

2.1.2 The hiring shall commence on the date that the Vehicle is available to you at the Delivery Point and shall continue for the Rental Period or until terminated as hereinafter provided.

2.2 Upon termination of the Rental Period however caused you shall immediately give up possession of the Vehicle to us in good working order and condition (fair wear and tear excepted) and in a reasonably tidy and clean state and shall give us back all Insurance Policies, Licenses, Registration and other documents relating to the Vehicle and your control.

2.3 In the event of your default under clause 2.2 or other of your obligations under this Agreement we shall be entitled to retake possession of the Vehicle and you hereby irrevocably permit us or our authorised representatives at all reasonable times to enter upon the premises where the Vehicle may from time to time be garaged or parked for this purpose. In the event that such repossession takes place you shall bear the reasonable costs, charges and expenses incurred by us at any time in ascertaining the whereabouts of the Vehicle and incurred in collecting and taking repossession of the same.

## 3. Payment

3.1 You shall punctually pay without further demand to us the Charges at the commencement of this Agreement or otherwise upon demand.

3.2 Times of payment are the essence of this Agreement and all payments shall be made to us at our premises.

3.3 You shall pay a deposit on or before collecting the vehicle which shall first be applied in settling with us any additional liability you may incur to us and if none shall be refunded at the end of the Rental Period.

## 4. Your Duties

For the period until the Vehicle is again in our possession and control:-

4.1 You shall permit us and persons duly authorised by us at all reasonable times to inspect the Vehicle and for that purpose to have access to any premises where the Vehicle may be situated.

4.2 You shall not without our written consent remove or permit the removal of the Vehicle from the United Kingdom Mainland or any British Isle from which the hire began and may not take the Vehicle from Ulster to the Republic of Ireland.

4.3 You shall at all times keep the Vehicle in your possession and control.

4.4 You shall not use or permit the Vehicle to be used for hire, driving tuition, towing, racing, speed testing or pace making, or for competing in any rally or other motor sport, and shall not overload the Vehicle or otherwise breach the manufacturer's recommendations and shall only use the Vehicle for the purpose for which it was expressly designed.

4.5 You shall not make or permit to be made any Modifications to the Vehicle.

4.6 You shall at your expense ensure that the correct levels are maintained for engine oil, battery fluid, coolant, screen wash and automatic transmission fluid (where applicable) petrol and lubricants and shall ensure that they are of the recommended type. You are responsible to maintain tyres to the recommended inflation pressures.

4.7 You shall not permit the Vehicle to be used:-

4.7.1 in a manner which would render void the Insurance Policy;

4.7.2 in contravention of any Road Traffic Act or Construction and Use Regulations or for any unlawful purpose;

4.7.3 by a driver who is not authorised in writing by us nor by a person who has not got a relevant License to drive the Vehicle and whose age is not between 25 years and 70 years or where you have not obtained an Operator's License where one is required for the Vehicle;

4.7.4 by a person under the influence of alcohol or drugs;

4.7.5 in the event of mechanical, electrical or structural failure or damage of the Vehicle where further damage might thereby be caused;

4.7.6 to carry a load, greater than that for which the Vehicle is authorised to carry or for which it is designed or for the purpose of carrying or accommodating animals or pets.

4.8 You shall return the Vehicle to us on the date it is specified to be due back on or before the time of the day at which you took possession of the Vehicle and insofar as you do not return the Vehicle within one hour of that time you must pay charges for each additional day (or part thereof), until the Vehicle is returned to us. For the purpose of this clause "day" means a 24 hour period commencing at the time at which you took possession of the Vehicle.

## 5. Insurance and damage

5.1 Where you insure the Vehicle:-

5.1.1 you must and you undertake to insure the Vehicle and its Accessories for its full replacement value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy by an Insurer of repute;

5.1.2 you shall notify your Insurers before the Rental Period starts that the Vehicle is on hire from us and request the Insurers to endorse a note of our interest on the Insurance Policy naming us a loss payee and you shall immediately on our demand show us the Insurance Policy, the premium receipt and the Insurance Certificate;

5.1.3 if you default in payment of any premium in respect of such insurance then we may pay such premium whereupon you shall repay the amount we outlay immediately on demand.

5.2 Where we insure the Vehicle:-

5.2.1 You will not allow any person to drive the Vehicle who has not completed our Insurance Proposal Form to our satisfaction and verification; and

5.2.2 you shall pay for such insurance at our rates of charge from time to time payable together with the cost of any collision damage repair up to the amount of the excess on such Insurance Policy.

5.3 Irrespective of who insures the Vehicle:-

5.3.1 you shall indemnify us against all loss or damage to the Vehicle and its Accessories howsoever caused (including by theft or malicious damage) not recoverable under the Policy of Insurance and you shall be liable to pay to us any amount deducted by the Insurers by way of excess or in respect of damage caused to the Vehicle prior to the date of a total loss and shall indemnify us against all and any loss suffered by us in consequence of the loss or destruction of the Vehicle.

5.3.2 you shall immediately notify us of the details of any damage to or accident involving the Vehicle and you shall not compromise any claim without our consent and you shall allow us to take over the conduct of the negotiations (save in relation to claims for your personal injury or loss or damage unconnected with the Vehicle) and you shall at our

expense take such proceedings as we may direct holding such sums recovered on trust for us and if the Vehicle is declared a total loss within the Rental Period the hire thereof shall then terminate;

5.3.3 you shall at our request do all that is reasonably required by us to permit your name to be used by us for the enforcement of or in legal proceedings relating to any rights or remedies against any party in connection with damage or an accident to the Vehicle;

5.3.4 we shall have the exclusive right to repair or have repaired any Vehicle the subject of an accident and if we do not choose to do so you shall be liable to reinstate or repair at your own expense a Vehicle which has not become a total loss and you shall continue to pay the rental charges in respect of the Vehicle during such reinstatement or repair until the expiration of the 84th day from the date of this Agreement;

## 6. Faults and Repairs

6.1 You shall immediately inform us of any fault in the Vehicle and will not use it whilst it is in an unroadworthy condition.

6.2 In any event you shall permit us to carry out essential repairs, servicing or maintenance to the Vehicle.

6.3 Whenever substituted by us you shall return the Vehicle to us for inspection. If we decide that the Vehicle is not of satisfactory standard for reasons unconnected with any fault on your part we shall use all reasonable endeavours (but shall not be bound) to provide a suitable replacement Vehicle or shall credit you with such amount not exceeding two days charges as we shall consider appropriate. Subject only to the above we accept no responsibility for any loss, damage, costs, claims or expenses suffered or incurred by you or by any third person (including your servants or agents) except that we do not by this exclude its liability for death or personal injury arising out of our negligence.

6.4 You shall not repair or attempt to repair the Vehicle in the event of damage or breakdown but must at once notify County.

6.5 If the damage or breakdown has been caused by your fault or carelessness or by your misuse of the Vehicle including in relation to damage to Accessories, tyres, windows, lights or the interior the repair and consequent reasonable expenses (e.g. recovery) will be payable by you.

6.6 We may substitute another Vehicle of similar type or condition in lieu of repairing the Vehicle hired without relieving you from the responsibility of cost of repair under clause 6.5 and without extending the period of hire

6.7 Nothing in this agreement shall affect or diminish your liability for any breach of the terms and conditions of this agreement or render us liable to you for any resultant or consequential loss damage or inconvenience.

6.8 In the event of any fault or damage caused by an accident no matter how minor the accident may appear to be to you and/or any authorised driver you shall:-

6.8.1 not admit liability or guilt;

6.8.2 make every endeavour to obtain names and addresses of parties involved and of independent witnesses;

6.8.3 notify the Police immediately if another party's guilt has been ascertained or if people or animals are injured;

6.8.4 not abandon Vehicle without adequate provisions for safe guarding and securing it;

6.8.5 (in case of damage) telephone our office as soon as possible to give us details and thereafter will provide a detailed repair and diagram to us and then later such further information as we may require;

6.8.6 deliver to us all summons and documents of legal claim within three days of receipt;

6.8.7 complete and write out to the best of your knowledge information and belief any documents including insurance claim forms and statements that we shall require and co-operate fully with us in the investigation and defence of any claim made against us.

6.9 Where we authorise you shall deliver and collect the Vehicle to and from any maintenance or repairing agent and we shall discharge the reasonable cost of moving the Vehicle to a repairing agent when it has become unroadworthy, unless you are liable for the same by virtue of any other provision of this Agreement.

## 7. Indemnities

You will indemnify us from and against any of the following events occurring during the Rental Period:-

7.1 the theft of or malicious damage to the Vehicle when parked unless the keys are removed and all the doors are locked and windows closed;

7.2 notwithstanding 7.1 above where you place the Vehicle in danger of theft or malicious damage which danger is or ought to be reasonably foreseeable;

7.3 any offences committed or fines or penalties imposed on us and incurred in respect of the Vehicle under any relevant road traffic legislation including any Order by virtue of the Road Traffic Regulations Act 1984 (including under Sections 45 and 46), the Local Authorities Act 1996, any penalty charge incurred under the Road Traffic Act 1991 and for any fine or penalty incurred by the Vehicle being in a Bus Lane together with in all cases any cost or expense relating thereto incurred by us including a reasonable amount (not being less than £25.00 per hour or part thereof) our time and administration in acting reasonably in response thereto.

## 8. Our Duties

8.1 Provided that you duly comply with each and every one of your obligations under this Agreement and unless otherwise stated we shall -

8.1.1 at our own expense maintain the Vehicle in good working order and condition;

8.1.2 obtain and pay (of the Vehicle Excise License and any MOT certificate for the vehicle);

8.1.3 provide and pay for all tyres and parts required to be replaced through fair wear and tear or faulty manufacture.

8.2 Our obligations under this clause shall not arise in respect of any damage caused to or occasioned by the Vehicles as a result of your breach of your obligations or any of them under this Agreement.

## 9. Termination

9.1 If you shall fail to pay any Charges or if you have committed a breach of any terms and conditions whether expressed or implied of this Agreement or if you shall have made a false declaration or given false information to us or the Insurers or if you allow to be done any act or thing which in our reasonable opinion may jeopardise our rights in the Vehicle then in each and every case you shall be deemed to have repudiated this Agreement whereupon we may terminate it forthwith.

9.2 If any of the following events occur namely:-

9.2.1 you, being an individual, shall die or have an Order made against you under the Insolvency Act 1986 or if you enter into a voluntary arrangement or are the subject of a Bankruptcy Petition or Order.

9.2.2 If you are a Company and shall enter into liquidation, call a meeting of your Creditors, have a Receiver appointed in respect of any of your assets, or shall be the subject of an Administration Petition under the Provisions of the Insolvency Act 1986 or shall be unable to pay your debts within the meaning of that Act; then in each and every case the hire constituted by this Agreement shall thereupon and without notice terminate and no payment subsequently accepted by us without knowledge of such termination shall in any way prejudice or affect the operation of this clause 9.2.

9.3 You shall upon any termination under clauses 9.1 or 9.2 pay to us:-

9.3.1 all Charges then due and all other sums accrued due and unpaid at the date of termination;

9.3.2 compensation for the loss suffered by us as a result of such termination such loss being determined by us acting reasonably having regard to all reasonable circumstances; and

9.3.3 any other sums which are or become due to us or to which we are entitled by way of damages.

The termination of the hire as above-mentioned shall not affect any of your rights or our rights subsisting at the date for termination.

## 10. General Liability

Except for our liability for death or personal injury caused by our negligence or that of our employees or agents and except where you deal as a consumer-

10.1 all conditions, warrants and representations, whether expressed or implied, relating to the quality of the Vehicle or its suitability or fitness for any particular purpose or its conformity with any description, whether arising by reason of statute common law or otherwise are hereby expressly excluded;

10.2 we exclude liability for any claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use including in relation to property carried in or left in the Vehicle,

10.3 although we will use all reasonable endeavours to discharge our obligations under this Agreement in a prompt and efficient manner we do not accept liability for any failure or delay caused by circumstances beyond our control.

## 11. Ancillary

11.1 All sums due from you to us shall be increased to include VAT at the rate or rates from the time being in force.

11.2 If we grant to you forbearance indulgence or relaxation in respect of any of the provisions of this Agreement this shall not in any way diminish restrict or prejudice our rights or powers under this Agreement nor operate as or be deemed to be a waiver of any breach of the terms and conditions of this Agreement.

11.3 You hereby waive all and any future claims and rights of set-off against any payment due under this Agreement and you agree to pay all amounts due hereunder regardless of any equity, set-off or cross-claim on your part against us.

11.4 Where two or more persons are described as you and/or the hirer under this Agreement the liability of each of them shall be joint and several.