



Terms & Conditions

Please read carefully & understand, please feel free ask any questions. We have highlighted keywords to help you.

Lessor hereby rents to hirer and hirer takes on rental of the motor vehicle subject to all terms & conditions of the agreement.;

1) Definition.

- a) In these terms and conditions: 'we' are the lessor and 'you' are either "the company" or person referred to as the "hirer" in the rental agreement. 'vehicle' means the vehicle detailed in the rental agreement. 'rental agreement' means the rental agreement signed by you which incorporates these terms and conditions and is subject to the terms of the insurance policy.
- b) you shall be bound by the following terms and conditions which will incorporate the details in the rental agreement.
- c) all current tariffs, rates and insurance policies referred to in the rental agreement and herein may be inspected at our offices.

2) Insurance .

If you have indicated in the rental agreement that you want us to provide insurance cover for the vehicle and/or additional insurance then the following terms will apply:

- a) the rental agreement is subject to, and includes, all the terms of our insurance policies. Available for inspection on request.
- b) the vehicle may only be driven by the people noted as "**drivers**" on the rental agreement.:
- c) any **additional driver** must be authorised by us following completion of an insurance proposal and furthermore accepted by us. Any claim arising from any uninsured driver driving the vehicle *will be met entirely by the hirer without exception.*
- d) our insurance will not give you complete cover. The amount for which you are not covered is called the **insurance excess**. This amount will be charged by the company *for each and every incident* in which the vehicle is damaged, or a claim is made by a third party against the company or its insurers. You may be able to reduce that by paying an additional charge, a **waiver**, the rental agreement shows whether you have accepted or refused the option (if available) to pay the additional waiver charge, and the excess for which you are not covered. This will be indicated in the rental agreement.
- e) You agree to the following statement ' I have not had a proposal declined, a policy cancelled, or renewal refused or been required to pay an increased premium or had any special conditions imposed by any motor insurer.
 1. I have no convictions- We will require a DVLA check code and summary
 2. I have not suffered from any heart disorder, diabetes, fits or physical infirmity, and I am not taking any prescribed medication.
 3. I have had no accidents in the past 36 months.

3) Warning .

If you or anyone on your behalf *deliberately causes damage to or loss of the vehicle, or are in breach of the insurance terms of the company* then you are in *breach of the agreement* and you, the hirer will have to pay the **entire cost** of repair or replacement of the vehicle or third property, even though it was insured at the time. If you are in any doubt what this means, please consult us at ; operations@londoncarhire.com

4) Customers own insurance

If you have indicated in the rental agreement that you want to provide your own insurance for the vehicle then the following terms will apply: -

- a) it is your responsibility to insure the vehicle from the moment you take it until the time that it is returned to us. You must insure it to its full value, against loss or damage (including windscreen damage) by accident, fire or theft, under a comprehensive insurance policy with a reputable insurance company. You must supply us with full details in writing, and you must tell the insurance company to note our interest in the policy.
- b) you hereby authorise your insurer to communicate directly with us and give us any information we require. You also authorise us to take over any claim which you may have which relates to the vehicle, and to negotiate and settle that directly with your insurer.
- c) you must not use or permit the vehicle to be used in breach of the insurance policy. If any money is paid out under the policy which relates to the vehicle then you must ensure that the money is paid direct to us.
- d) if you do not insure the vehicle comprehensively, and we suffer loss as a result, you must **compensate us for that loss in its entirety**.
- e) if for any reason the amount which we receive from the insurance company is less than the loss that we suffer you must pay us the difference.

- 5) Any person signing this agreement on behalf of a company must be authorised to do so, and if not so authorised will be personally liable to pay all sums due under this agreement to the extent that the company fails to pay them.

The maximum period for which you are allowed to keep the vehicle under the rental agreement is from the 'date out' until the date 'due in' referred to in the rental agreement. However:

- a) we are entitled to terminate this agreement if you break any of its terms, and you must then return the vehicle immediately.
- b) we are entitled to call for the return of the vehicle earlier than the date 'due in' shown on the rental agreement, even if you have not broken any of the terms of the rental agreement, but we must then provide you with a comparable vehicle.
- c) in any event and without prior written consent, the maximum period for which you can hire the vehicle is 90 days.

6) Hire Due Back Date & hire extensions

Any hire extension request & payment confirmation **must be made in writing**. Any extension period not in writing will be deemed as unauthorised and will be charged at the standard hire tariff and *will not include any discounts* from tariff previously offered. Any unauthorised hire extension will be treated as a breach of this agreement (see section 11)

7) Contents insurance.

We are not liable to you for any loss of or damage to any **property which is carried in the vehicle**, and we do not accept responsibility for any property which you leave in the vehicle when you return it, unless we have been negligent. If any third party brings a claim against us for property which is carried or left in the vehicle, you must indemnify us for that claim.

8) **Authorised vehicle usage.**

- a) *Not be taken outside England, Wales, Scotland, Northern Ireland, or any British Isle on which the hiring commenced, without our prior written permission on the rental agreement*
- b) *Not be used other than on a public highway or a suitably paved area which is designed to carry motor vehicles.*
- c) *Not be used to propel or tow any other vehicle or trailer, unless it is equipped for the purpose, and we have given our written permission.*
- d) *Not be used to carry passengers for **hire or reward** or for any driving tuition, unless you obtain our prior written permission, and you must provide your own insurance under clause 3.*
- e) *Not be used for any unlawful purpose, or for racing, pace making, competitions or speed testing, nor must it be used in any unlawful or nefarious manner.*
- f) *Not be used in such a manner that it is overloaded (whether in total or in respect of any axle or any other part) or is carrying more passengers or goods than it was designed to carry or may lawfully carry.*
- g) *Not be used in such a way as to make the insurance on the vehicle invalid.*
- h) *Not be used in breach of the road traffic legislation or the construction and use regulations.*
- i) *Not be used by any person who is not licensed and insured for it,*
- j) *Not be used by any person who is under the influence of alcohol or drugs.*
- k) *Not be used in the event of any mechanical, electrical, or structural failure or damage, if further damage would be caused as a result.*
- l) *Not be altered or added to in any way whatsoever.*

9) **Repairs to vehicle**

You are not allowed to carry out any **repairs** (or let anyone else do so) if the cost of those repairs is more than £25 unless you get our written permission first. If we do authorise any repairs, then we will refund the cost to you if you produce a vat receipt and whatever parts you have replaced.

10) **Breach & termination**

If you break any of the terms of the rental agreement, we are entitled to treat the rental agreement as terminated and to repossess the vehicle. You hereby authorise us to enter on your property to do so if necessary and recharge the cost of such actions to you.

11) **Fines & Penalties**

You are liable for certain charges as if you were the owner of the vehicle. Those charges are:

- a) *any fixed penalty offence committed in respect of that 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 any such offence committed under the equivalent legislation applicable to Scotland, Northern Ireland or any British Isle upon which the vehicle is being used.*
- b) *any excess charge which may be incurred in respect of that vehicle in pursuance of an order*

under section 45 and 46 of the road traffic regulation act 1984, 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.

- c) any financial penalty or charge which may be demanded by a third party because of the vehicle having been parked or left upon land which is not a public road.
- d) any congestion charges and related penalty charge.
- e) by agreeing to the rental agreement, you agree to us giving your details, as well as a copy of the rental agreement and these terms and conditions to the authority and/or private company and/or landowner that has issued the fine or charge (or to any company which the interest under the charge has been assigned) if we consider they have a right to the information and the law allows us to do so. For short term hire agreements this will incur a admin charge of £25+VAT, for long term hires please refer to a copy of your lease agreement for relevant charge information.
- f) by agreeing to the rental agreement, you give us permission to collect these payments. We will charge them to your payment card
- g) However, where it is not reasonably practicable to transfer liability or if any representations, we attempt to make are rejected for any such charge or fine, we may use our discretion to settle the fine or charge with the appropriate authority and re-charge you such amount together with an administration charge to reflect our reasonable administration costs.

12) Payment

You must:

- a) *pay the hiring charges* published in our current tariff unless different charges have been agreed between us in writing.
- b) pay for all fuel and any refuelling charge, please note due to the diminishing number of fuel stations in London, we are forced to charge a premium on fuel if the vehicle is not returned with the same amount of fuel.
- c) pay for any accessories, tyres, tools or equipment which are lost, stolen or damaged.
- d) pay our costs of recovering the vehicle in the event that you fail to return it to us as required by (j) below. This includes the retrieval from any police or other authority pound to include each & every charge incurred.
- e) pay any penalties, finer and court costs incurred in the use of the vehicle before it is returned to us.
- f) safeguard our interests in the event of any accident involving the vehicle, by obtaining the names and addresses of all relevant drivers and witnesses, details including registration numbers of any other parties involved, securing the vehicle and, where appropriate, notifying the police.
- g) ensure that the correct tyre pressures, engine oil level, battery fluid level, screen wash level, coolant level and automatic transmission oil level (where fitted) are maintained throughout the period of hire.
- h) ensure that the vehicle is always locked when unattended, and take all reasonable steps to prevent loss of or damage to the vehicle, or its tyres, tools, accessories, equipment or contents.
- i) inform us immediately if the vehicle is damaged, lost or stolen, or develops any fault or requires any servicing, and allow us to carry out essential repairs or servicing.
- j) return the vehicle (together with all its accessories, tyres, tools and equipment) to our representative at the place where it was hired (unless a different place is specified in the rental agreement) during our business hours, at or before the date 'due in' shown on the rental agreement or earlier if we require it. The vehicle must, when you return it, be in the same condition as when you hired it (fair wear and tear excepted), and must be clean and tidy (normal traffic grime excepted). Refer to - <https://www.bvrla.co.uk/fleet-services/fair-wear-and-tear.html>

13) Mileage

a)The hirer is liable for any and all excess mileage, including any milage incurred through delivery and collection.

- If any provision of this agreement shall be held to be invalid, illegal or unenforceable, it shall be deemed severable from, and shall not effect, the remaining provisions of this agreement.
- Each party will comply in all respects with the Bribery Act 2010. In particular, each party will maintain adequate procedures designed to prevent bribery.

This agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts.

