

RENTAL AGREEMENT. TERMS & CONDITIONS

DEFINITIONS: In this contract, the following definitions apply: **HIRER /RENTER:** The person so named overleaf; **DRIVER:** the Hirer or other person listed overleaf by the Lessor to drive the vehicle shown; **VEHICLE:** that shown overleaf or a replacement provided by the Lessor; **ACCESSORIES:** the spare wheel and fittings of the vehicle, as supplied; or replacements; **RENTAL PERIOD:** Period from date/time of vehicle issue by Lessor until physical re-delivery to the Lessor; **RENTAL CHARGES:** the tariff for the rental period; **REFUELLING/MILEAGE CHARGE:** The surcharges levied, at the discretion of the Lessor, when a vehicle is returned with less fuel than at issue or has covered a higher mileage than allowed for in the standard contract. **EXCESS:** The minimum contribution that the Lessor has to pay towards the cost of an insurance claim. The excess to be charged to the hirer at the discretion of the lessor; **EXCESS PROTECTION (EP):** optional reduction of the standard excess to the level shown overleaf, on payment of a fee paid in advance of hire; **COVER:** the indemnity provided by a current Insurance Policy that is valid for the vehicle and other specifics shown overleaf. **LESSOR/OWNER:** Terminus Contract Hire (TCH), its agents or associates.

1. Rental Agreement (The Contract) - Lessor agrees to let and the Hirer agrees to take on the rental of the Vehicle described overleaf or an equivalent vehicle of comparable utility - from the depot address shown or associated premises. Lessor warrants that the vehicle is roadworthy and undertakes to substitute a replacement vehicle - issued from the TCH depot address shown overleaf - if the original vehicle becomes unusable (except through Hirer's misuse or negligence).

2. Extension of Rental Period - Lessor may extend the period of rental at the request of the Hirer. The Hirer will pay such additional monies, as the Lessor shall require. In the event of extension(s) the new date and time agreed for the return of the Vehicle shall then become the due back date save where the context otherwise admits. In no event shall the duration of the rental exceed three months in the aggregate.

3. Warranty by Hirer and Additional Driver - Lessor's Rights
a) Hirer agrees to return Vehicle to Lessor in same condition received, ordinary wear and tear accepted, on due date specified overleaf;
b) Hirer agrees not to use Vehicle for hire or reward nor use it in violation of any law, ordinance or regulation, nor remove it (without prior written consent of owner) from England, Scotland or Wales.

c) Hirer hereby warrants and undertakes to the Lessor:
i) the accuracy of the information supplied to the Lessor;
ii) that in the case of business rental this Agreement is entered into by the Driver for and on behalf of the Hirer;
iii) that he will not operate Vehicle or permit the Vehicle to be operated in any way that would violate this contract, including: Driving by any person under 21 or over 70; in motor sport events (including racing, pace-making, rallying, reliability trials, and speed testing); to propel or tow any vehicle or trailer; by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation; by any other person other than the Hirer or additional Driver shown overleaf; under authority of any licence other than his own; if renter or driver leaves the car unlocked or fails to secure the keys; other than on a paved public highway, private road or driveway; in a reckless or imprudent manner or if the car is deliberately damaged/damaged through gross negligence of the Hirer.

iv) that the licence shown to Lessor at the time the car is rented is his own and fully valid;
v) that he will further protect the interests of the insurer and the Owner/Lessor by ensuring the vehicle is always locked when unattended: and the keys are secure;
d) If Hirer commits any breach of this agreement, or is reasonably believed to have done so, Lessor may treat the agreement as void and seize, without legal process or notice to Renter, the Vehicle at any time and place and Hirer waives all claims for damages and any consequential losses arising therefrom.

e) Hirer authorises Owner/Lessor to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources, personal, driving and credit information provided by Renter and any additional drivers overleaf.

4. Payment: Hirer expressly agrees to pay Lessor on demand:
a) The mileage charge at rate specified overleaf travelled by vehicle during the rental period; b) Service and time charges at rate specified overleaf plus other charges, if applicable even if an account is forwarded to a third party;

c) Excess Protection (if any), Personal Accident Insurance (if any), Legal Liability Insurance (if any) and miscellaneous charges at the rate specified overleaf;
d) All fines and court costs for parking, traffic or other legal violations assessed against the Vehicle, Hirer, other Driver or Owner until Vehicle is returned, unless the Lessor assumes responsibility for same at their sole discretion. Hirer is liable as the owner of the vehicle in respect of: any fixed penalty offence committed in respect of that Vehicle under the Road Traffic Act 1988 and Road Traffic Offenders Act 1988; any excess parking charge which may be incurred in respect of that Vehicle in pursuance of an Order under Sections 45 and 46 of the Road Traffic Regulation Act 1984, the Road Traffic Act 1991; or any superceding regulations.

e) Any refuelling charge currently operated by the Lessor.
f) Value Added Tax and all other taxes (if any) payable on the aforesaid items; including taxes levied in foreign States.

g) Owners/Lessor's costs, including reasonable legal fees where permitted by law, incurred collecting payment due from Hirer/Renter hereunder;
h) Fair market value of repairing damage howsoever caused to the actual Vehicle supplied, administrative fees, plus loss of revenue at the daily rate shown overleaf based on Lessor's loss of use of the Vehicle, diminishment of value, towing, storage, impound fees, regardless of fault or negligence of the Renter or any other person, and regardless of whether damages are a result of an act of God. Owner/Lessor shall have the sole right and responsibility to repair the Vehicle. Damage should be reported in writing to the office where the car was rented as soon as possible and in any event within 24 hours after the Vehicle was damaged;

i) In the event of theft, fair market value of replacing the Vehicle, administrative fees, plus loss of revenue at the daily rate shown overleaf based on the Lessors' loss of use of the Vehicle. If Vehicle is stolen, it should be reported to the Owner immediately, and in any event within 24 hours after the Vehicle was stolen. It should also be reported to the Police immediately and a crime reference number should also be obtained immediately, regardless of whether Cover applies.

j) Drop fees if Vehicle is not returned to the original rental office (as indicated overleaf) without the written consent of the Owner/Lessor;
k) Hirer agrees to allow Owner/Lessor to compute and debit final charges from Credit/Debit Card, (if the card or its details have been presented), as shown overleaf. If Hirer breaches this agreement, Hirer agree to immediately return the vehicle and to pay all expenses whatever incurred by the Lessor in returning Vehicle to place of rental.

5. Hirers, Own Insurance: If the Hirer selected "own insurance" overleaf, Hirer shall keep the Vehicle insured with insurers approved by the Owner/Lessor on a comprehensive basis for a value which has been agreed in writing by the Owner to be a fair market value of the Vehicle against loss or damage by accident, fire and theft and against third party and passenger liabilities. In the case of loss or damage to the Vehicle, the Hirer shall permit the Owner to make a claim thereunder in the name of the Hirer and in such case reserves the right to claim full rental charges or consequential charges deemed proper until any necessary repairs have been completed.

Renter/Hirer agrees to comply with the terms of Renter's own insurance policy.
Renter agrees that all the terms and conditions of this rental agreement hold regardless of whether Renter selects his own insurance or the insurance of the Owner/Lessor.

6. Terminus Contract Hire acts as agents only on behalf of TCH Services in Supplying insurance and/or breakdown cover all monies received will be paid to TCH Services on your behalf.
Owner's Insurance

Save where condition 5 above applies and subject to the Hirers proposal for insurance being accepted by the Owner/Lessor on behalf of the insurers, Hirer is insured upon and subject to the terms and conditions of the policy of insurance held by the Owner in respect of the Vehicle and its use against liabilities to third parties including passengers who are non-fare paying and for whom there are permanently fixed seats. A copy of the policy shall be kept available for inspection by the Hirer at the Owner/Lessor's office address, shown overleaf.

In respect of each and every incident resulting in damage to the vehicle, the Hirer shall forthwith upon demand pay to the Owner/Lessor the appropriate excess on such insurance towards or in settlement of the cost of making good any such damage on a full indemnity basis and the cost and expenses incurred by the Owner in proceeding to recover the same from the third party. In the event of the Owner/Lessor receiving from the third party any part of the amount of such costs and provided the Hirer shall have performed its obligations hereunder the Owner shall repay to the Hirer the like part of such excess. By declining the EP overleaf, the Hirer renders himself liable to and agrees to pay for the full excess as specified in the Contract overleaf, in addition to remaining liable for and agreeing to pay, all other costs of repair to or replacement of the Vehicle together with all other losses, costs, damage and expenses sustained or incurred by the Owner/Lessor arising from such loss or damage occasioned during the rental including administrative costs and loss of rental income.

7. Excess Protection (EP)
If Lessor offers and Hirer accepts EP, the Hirer contracts to pay the reduced excess shown overleaf. Principal exclusions: the cost of replacing lost, stolen or broken keys and consequential costs arising; damage attributed to the Hirer being negligent or wilfully exposing the Vehicle to risk. Invalidated by any Breach of Contract.

8. In case of accident
The Renter/Hirer shall in the event of an incident that results in damage to the Vehicle procure that:
a) The Renter's and/or Driver's insurers, if Renter has selected "own insurance", are forthwith notified thereof and that such notice is confirmed in writing to the office where the car is rented (as identified overleaf) immediately and in any event within 24 hours after the accident;

b) The driver of the Vehicle completes and delivers to the Owner/Lessor's address, the relevant accident report within 24 hours after the accident;
c) No admission of liability is made to any person in relation to such accident;

d) Any writ of summons, summons or other document relating to any proceeding arising out of such accident is forthwith delivered to the Owner at the address overleaf;
e) All assistance is rendered to the Owner and its insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing permitting such proceedings to be brought by the Owner/Lessor in the name of the Renter/Hirer and defending any proceedings brought against the Hirer;

f) The Renter shall forthwith upon demand fully and effectually indemnify the Owner against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the Vehicle or its use and which are not recoverable under a policy of insurance whether the same is effected by the Owner or Renter;

g) The names and addresses of all witnesses thereto are collected and given to the Owner or to agents acting on behalf of his insurers.
For the purposes of the DATA PROTECTION ACT (S) 1984, the Owner or any subsidiary thereof may hold and process by computer or otherwise the information given to Owner/Lessor by the Hirer or any Additional Driver to identify other products or services which might be relevant and for statistical analysis.

9. Hirers Indemnity Provision
Upon demand from Owner/Lessor, Hirer agrees to defend, indemnify and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses incurred by Owner in any manner from this rental transaction or from the use or operation of the rental car by any party, including claims of or liabilities to third parties and agrees to present a claim to their insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Hirer agrees to pay Owner for such losses.

10. HIRER AUTHORISES OWNER TO SUBMIT FOR PAYMENT CREDIT/debit CARD VOUCHERS IF A CREDIT/debit CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY AT THE TIME VEHICLE WAS RENTED, INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT.

11. All charges are subject to final audit.

12. This agreement is governed by and construed in accordance with the Laws of England. All disputes arising out of or in connection with the agreement shall be subject to the exclusive jurisdiction of the English Courts.

Notwithstanding the Contractual obligations of the Hirer to the Lessor, which are summarised above; the Hirer remains absolutely liable (within the constraints of English Law) for costs and damages incurred by the Lessor due to any Breach of Contract whatsoever.

The following summary of prohibitions is not exhaustive and does not over-ride any specific wording shown above. Any of these examples would represent a Breach of Contract:-

PROHIBITIONS

1. NEGLIGENTLY OR WILFULLY putting the vehicle AT RISK, in the opinion of the Lessor.
2. UNINSURED use or use for any ILLEGAL ACTIVITY, including breach of current EU trade legislation.
3. Failure to REPORT ACCIDENTS or MECHANICAL DAMAGE, failure to RETURN VEHICLE to address overleaf;
4. Obtaining hire by providing false statements or documents.
5. Any action of the Hirer or drivers that defies the purposes of the Contract wording, as construed by the Lessor.

The Lessor reserves the right to refuse hire at any time, without stating a reason. Likewise, the Lessor reserves the right to cancel hire contract at any time and require the return of any vehicle, without stating a reason.
In such cases, all outstanding charges shall become payable immediately.