

GILFORD VAN HIRE LTD TERMS AND CONDITIONS

Any dispute concerning the interpretation of the terms exceptions or conditions of this agreement shall be resolved in accordance with the jurisdiction of the territory in which this agreement was issued.

1. In these terms and conditions "We, us and our" are the company named as the Lessor overleaf, and "you" are either

- The company named
- The person named

"Vehicle" means the vehicle or trailer detailed overleaf

2. If you have indicated overleaf that you want us to provide insurance cover for the Vehicle and /or additional insurance then the following terms will apply:

- a) This agreement is subject to, and includes, all the terms of our insurance policies, copies of which can be inspected at our office
- b) The vehicle may only driven by the following people:
 - You personally or
 - The person who signed the agreement on your behalf if you are a company whose name is given overleaf, or
 - Any additional driver authorised by us IF that person has completed an insurance proposal form and we have accepted it.
- c) You may (if available) also have the ability to take out additional insurance as indicated overleaf by paying the charges shown in the tariff which can be inspected at our office.
- d) If you or anyone on your behalf deliberately causes damages to or loss of the Vehicle then you will have to pay for the cost of repair or replacement of the vehicle, even though it was insured at the time.

3. If you have indicated that you want to provide your own insurance for the vehicle then the following terms and conditions apply:-

- a) It is your responsibility to insure the vehicle from the handover of the keys up to and including return of the keys to the rental desk and the vehicle to the rental yard. 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 whenever we ask for them 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 comprehensive and we suffer loss as a result you must compensate us for that loss.
- 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. This difference may or will be taken from your nominated credit card that you supplied as a deposit.
- f) You will indemnify us and keep us indemnified against any liability howsoever arising directly or indirectly in connection with the rental or use of any vehicle whether the action is based on contract or in tort. You will indemnify us and hold harmless from all claims, liabilities, damages, losses or expenses arising out of rental and/or use of the vehicle.

4. 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.

5. You undertake to return all keys and the vehicle to us at the agreed place and on the date and at the time indicated in this agreement - The maximum period for which you are allowed to keep the vehicle under this agreement is from the date and time out overleaf to the date and time due back which is shown:-

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 due date back, even if you have not broken any of the terms of this agreement.
- c) In the event the maximum period for which you can hire the vehicle is 90 days.

6. If you keep the vehicle beyond the date and time due back (or after we have required its return as above) then, in addition to any claim for compensation which we may bring, you will have to pay charge in accordance with our current tariff which can be inspected at our office.

7. 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. 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. The vehicle must not:

- a) Be taken outside Northern Ireland, without prior written permission
- b) Be used otherwise than on a public highway or a suitable paved area which is designed to carry motor vehicles
- c) Be used to propel or tow any other vehicle or trailer, unless it is equipped for the purpose and we have given our permission.
- d) Be used to carry passengers for hire or reward for any other driving tuition unless you obtain our prior written permission and you must provide your own insurance under clause 3 of this agreement.
- e) Be used for any unlawful purpose, or for racing, pace making, competitions or speed testing, nor must it be used in any unlawful manner.
- f) 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.
- g) Be used in such a way as to make the insurance on the vehicle invalid.
- h) Be used in breach of the Road Traffic legislation or the construction and use regulations
- i) Be used by any person who is not licensed or insured to use it
- j) Be used by any person who is under the influence of alcohol or drugs.
- k) Be used in the event of any mechanical, electrical or structural failure or damage, if further damage might be caused as a result.
- l) Be altered or added to in any way whatsoever
- m) The vehicle must not be driven by anyone other than you and then only under the condition that your ability to drive is not in any way impaired by mental or physical incapacity or restricted by law.

9. You are not allowed to carry out any repairs to the vehicle (or let anyone else do so), unless you get our written permission first.

- a) The vehicle has been furnished to you with a full set of tyres and in good condition. In the event that all or any of them is damaged other than normal wear and tear you undertake at your own expense to replace to our reasonable satisfaction any or all of them with a tyre of the same dimension, type and wear characteristic.
- b) The vehicle must be stopped in a safe and secure location in the event that any of the instrument panel warning lights designed to indicate the existence of a mechanical problem illuminates or if you become aware of anything else which may suggest or give rise to a mechanical or electrical problem with the vehicle.

10. If you break the terms of this agreement, we are entitled to treat the agreement as terminated and to repossess the vehicle. You hereby authorise us to enter on your property to do so if necessary.

11. 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 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 the vehicle in pursuance of an order under section 45 and 46 of the road traffic regulation act 1988 or the Road Traffic Act 1991 amended replace 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 as a result of the vehicle having been parked or left upon land which is not a public road.

12. You must:-

- a) Pay the hiring charged published in our tariff (which can be inspected at our office) unless different charges have been agreed between us in writing.
- b) Pay for all fuel and any refuelling charge.
- 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
- e) Pay any penalties, fine 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 number of any other vehicle involved, securing the vehicle and where appropriate notifying the police.
- g) Ensure that the correct tyre pressure, engine oil level, ad blu level, battery fluid level, screen wash level, coolant level and automatic transmission oil level (where fitted) are maintained throughout the period of hire. You must regularly and no less often than any careful responsible user carry out the usual checks including but not limited to engine oil level, tyre pressure, lights, water coolant etc. To maintain the state and condition of the vehicle at all times during 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 any 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 overleaf) during our business hours, at or before the Date and time due back 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 accepted), and must be clean and tidy (normal traffic grime accepted).

13. In the event of theft of our property, fair market value of replacing the vehicle, administrative fees, plus loss of revenue at the daily rate shown overleaf based on the owners loss of use of the vehicle. If the vehicle has been stolen it should be reported to the owner immediately and in any event within 24 hours after the vehicle as stolen, it should also be reported to the Police immediately and a crime reference number should also be obtained regardless of renters own insurance of if owners insurance applies.

Motor insurers and their agents share information with each other to prevent fraudulent claims and to assess whether insurance cover can be offered. In dealing with the proposal, registers may be searched. In the event of a claim, the information supplied on this form and the claim form may be put on the register and made available for others.

14 Hirer must provide his own insurance for the contents carried in the vehicle, the hirer accepts the vehicle as being in a roadworthy condition and any defects which may arise must be reported immediately to Gilford Van Hire Ltd. The hirer is responsible for the spare wheel, tools, accessories etc and running adjustments including punctures and the frequent examination of oil, water and tyres for pressure and wear. Gilford Van Hire Ltd will not refund payment for major repairs carried out without its prior consent nor do not hold itself legally liable for losses arising from delays due to mechanical failures. Gilford Van Hire does not accept responsibility whatsoever for any goods damaged or destroyed while being stored or carried in any of our vehicles, trailers or storage units. The hirer will be held responsible and liable for any damage or injury caused by insecure or overloaded vehicles. Maltreatment which is considered by the owners to be beyond the normal fair wear and tear is not covered by providing own insurance of paying the accident damage excess fee and hirer is liable for any expenses incurred by the owners in rectifying such treatment. The vehicle must not be lent, sublet or used for any unlawful purpose according to the laws in force in any part of the United Kingdom or the Republic of Ireland. Vehicle s must not be taken out of Northern Ireland without prior written consent from Gilford Van Hire Ltd. During the duration of the hire agreement the hirer shall be liable as the owner of the vehicle in respect of all road traffic acts when the vehicle is stationary or on a road during the hours of darkness or daylight. A The hirer is responsible for payment of replacement windscreen and glass if it is stone chipped, cracked, shattered or marked in any way. The vehicle is supplied in a road worth condition and the hirer must on a daily basis check and maintain the wheel, water level coolant and oil levels. Any loss or damaged caused as a result of failure to do so will be the liability of the hirer.

15 A Full and immediate report by telephone, email or electronic messenger, must be made to Gilford Van Hire Ltd if any accident of any nature occurs. Any accidental damage, regardless of who is at fault when the vehicle is in possession under this hire agreement to you, you will be liable for all expenses incurred including damage to your rental vehicle up to £1500.00 and any third party vehicle/costs up to the total value of £1500.00. By signing this agreement you agree to Gilford Van Hire Ltd to charge your nominated debit or credit card with this amount.

16 If you choose to take the hire company insurance cover with your vehicle you agree to pay the cost up to £1500.00 of any damage/theft of the rental vehicle and/or the costs of any damage up to £1500.00 on any third party vehicle for any damages that you have cause up to a total of £1500.00.

The hirer is responsible for financial loss arising from failure to comply with the conditions of hire and no variance in these conditions will be accepted unless authorised in writing and signed by the proprietor or rental manager of Gilford Van Hire Ltd.

Toll Charges – To avoid an administration fee all eflow tolls and charges must be paid in full by the hirer and a copy of your receipt must be submitted either by email or to GVH office by return. If you do not pay this toll fee there will be a charge which is noted on the front of this hire agreement.

Gilford Van Hire Ltd has the right to change or alter any details on the conditions of hire at any time.