

## TERMS AND CONDITIONS

Lessor identified overleaf hereby rents to the Customer(s) undersigned (herein called "Customer") the motor vehicle described overleaf (herein called "Vehicle") subject to all terms and provisions contained in this Rental Agreement, in consideration whereof Customer acknowledges and agrees:

1. Vehicle is the property of Lessor and is in good mechanical condition. Customer will return Vehicle, together with all tyres, tools, accessories and equipment, in the same condition as when received, ordinary wear and tear excepted, to the place and on the date specified overleaf, or sooner if demanded by the lessor.
2. Customer must forthwith inform Lessor of any loss or damage occurring to Vehicle and of any fault or deterioration developing therein and must not in any case damage, fault or deterioration which makes Vehicle unroadworthy or liable to cause damage to any person or property use Vehicle until such damage, fault or deterioration has been repaired or corrected.
3. (a) Customer will pay Lessor on demand all time and mileage service minimum or other charges to be entered overleaf at the rate shown in accordance with any provisions of the Rental Agreement applicable to the period of the time between renting of Vehicle and its return. The Customer is responsible for and will reimburse the Lessor on demand for all loss or damage to Vehicle of whatsoever kind of nature to the Vehicle, tyres, tools, accessories and equipment therein or thereon. The person signing this Rental Agreement, and any other person, firm or organisation to whom the person so signing directs that the charges shall be billed or submitted shall be each be deemed a Customer hereunder and shall be jointly and severally responsible for the payment of all monies due or to become due by reason of this Rental Agreement.  
(b) The payment of all rental, insurance and all other charges hereunder shall be made net and in full within 30 days of the date of invoice. In the event of any delay the Lessor reserves the right to charge interest at the rate of 5% per annum above the base rate for the time being of Barclays Bank plc.  
(c) A day is a 24 hour period from the time the Vehicle is collected.
4. Customer shall at the cost and request of Lessor do and concur in doing and permit to be done in his name or otherwise all such acts and things as may be necessary or reasonable required by Lessor, for the purpose of enforcing rights and remedies of obtaining relief or indemnity from other parties in respect of any loss or damage to or in connection with Vehicle during the period of the time between the renting of Vehicle and its return by Customer to Lessor and Lessor shall give credit to Customer for any sums recovered from the third parties under this clause against any liability of Customer to Lessor for the same loss or damage.
5. Customer or the driver of the Vehicle shall in no event be or be deemed to be the agent, servant or employee of the Lessor in any manner or for any purpose whatsoever.
6. Lessor shall not be liable for loss or damage to any property left, stored or transported by Customer or any other person in or upon Vehicle either before or after the return thereof to Lessor, whether or not said loss or damage was caused by or related to the negligence of Lessor, its agents, servants or employees. Customer hereby assumes all risks of such loss or damage and waives all claims against Lessor by reason thereof, and Customer hereby agrees to hold Lessor harmless from and indemnify the Lessor against all claims based upon or arising out of such loss or damage.
7. This special condition shall not apply unless the appropriate box shall be completed on the front page of this Rental Agreement indicating that the  
(a) Vehicle is covered against Third Party liabilities (including Road Traffic Act Liability with unlimited passenger liability in respect of persons seated in permanently fixed seats, as supplied by Lessor) by a Comprehensive insurance policy a copy of which is available for inspection at the Office of Lessor upon request. Customer for himself and on behalf of other drivers (who may only drive if approved in writing by Lessor) agrees to comply with and be bound by all the terms, conditions and limitations of said policy which is by reference are incorporated herein and made a part of this Rental Agreement as fully as if set forth at length including those terms, conditions and limitations of which specific mention is made herein. It is a requirement of Lessor that every accident must, is practicable be immediately reported in writing to the station from which the Vehicle is rented and in any event within 24 hours of the accident. Customer or driver must make no admission of liability and must, obtain witness names if possible. Customer or driver must immediately deliver to the station from which the vehicle is rented, every summons, writ, pleading or paper of any kind relating to any and all claims suits and proceedings received by the Customer or driver.  
(b) Notwithstanding anything herein contained it is hereby noted and agreed the Vehicle shall not be used, operated or driven outside the United Kingdom without express written approval and authorisation of the Lessor.  
(c) The Vehicle shall not be used:  
(i) For the carriage of passengers for hire or reward.  
(ii) For illegal purposes.  
(iii) To propel or tow any other Vehicle without the express written approval and authorisation of the Lessor.  
(iv) For racing, pacemaking, reliability trials, speed testing or driving tuition.  
(v) In violation of the provisions of any Act, Order or Regulation affecting the use of Vehicle.  
(vi) To carry a greater number of passengers and/or larger load than recommended by the manufacturer.  
(vii) The Vehicle shall not be used airside.  
(d) The Vehicle shall not be operated or driven by any person:  
(i) Who has given a fictitious or false name, age or address.  
(ii) Other than the Customer or any other person approved in writing by the Lessor who has signed the Rental Agreement.  
(iii) Who has ever been convicted of driving whilst under the influence of drugs, drink, manslaughter or causing the death of any person by dangerous driving.  
(iv) Who has within the preceding period of 5 years been convicted of any motoring offence, or involved in any accident unless details have been disclosed to the Lessor.
8. Lessor does not accept responsibility for delays in consequence of breakdown or otherwise nor for any consequential loss howsoever arising.
9. The number of miles over which the Vehicle shall be driven pursuant to this Rental Agreement shall be determined by reading the standard mileage recording device attached to the Vehicle by the Manufacturer.
10. Without limitation of any general obligations or responsibilities imposed by other provisions of this Rental Agreement all Traffic Offences or violations of Parking Regulations involving Vehicle before its return to the Lessor are the responsibility either of Customer or of any driver who is in charge of the Vehicle at the time of the offence or violation of parking regulation is committed and Customer shall be responsible for any fine or penalty exacted for such offence or violation of parking regulations.
11. No right of Lessor under this Rental Agreement may be waived except by written instrument duly signed by a duly authorised representative of variation of this term shall be of any effect.
12. In no circumstances shall the currency of any hire contemplated under this Rental Agreement extend beyond 3 months and variation or purported variation of this term shall be of effect.
13. Any matters requiring a Commercial Vehicles Operators Licence shall be the sole responsibility of the customer and no obligation in respect thereof shall fall on the Lessor hiring out the Vehicle as the Customer acknowledges by his signature to this Rental Agreement.
14. Customer or their drivers who are under 21 and over 70 years of age must provide their own fully comprehensive insurance.
15. (a) Any reference to a specific statute includes any statutory extension or modification or re-enactment of such statute and any regulations or orders made thereunder and any general references to "statute or statutes" shall include any regulations or orders made thereunder.  
(b) The singular shall be deemed to include the plural and vice versa and reference to one gender shall include all other genders.
16. The Customer is responsible for ensuring that the crane is only used by suitably qualified persons who have received prior instruction in the safe use and operation of the equipment.
17. The Customer authorises the Lessor to obtain payment of the total charge and other sums due or which become due to the Lessor by debiting the payment card referral in the paperwork.
18. CUSTOMER'S OWN INSURANCE WITH INDEMNITY (This condition shall apply unless the contrary indicated)
  - (i) To indemnify the Lessor for all loss of damage of whatsoever nature to Vehicle or any part thereof. Without prejudice to the generality of the foregoing the customer agrees to be responsible for and to indemnify the Lessor against full hire charges and other charges in regard to the Vehicle as evidenced by this Agreement for any period of which the Vehicle shall not be roadworthy and/or fit for use or hire by virtue of any occurrence during the currency of any period of hire provided for this Hire Agreement.
  - (ii) To indemnify Lessor in respect of any legal liability for loss or damage to third party arising out of customer or authorised drivers use of Vehicle.
  - (iii) To effect a Fully Comprehensive policy of insurance which shall in any event provide such cover as shall be required by law and to afford cover in respect of the matter referred to in (ii) above.
  - (iv) For the avoidance of doubt Term and Condition No. 7 hereof is of no effect.
  - (v) To keep insured until it has been inspected by a Tollgate Hire Ltd employee.