

THESE TERMS AND CONDITIONS ARE PART OF THE RENTAL AGREEMENT

1. In this agreement the following terms shall have the meanings hereby respectively assigned to them.

Company: MWRC Rentals T/As Alco Van Hire. Head Office Address: PO BOX 370, Southampton, HANTS, SO30 2LT. Telephone: 01962 674 876.

Vehicle: The original **Vehicle** described overleaf or any replacement **Vehicle** supplied.

Tariff: The **Company's** current hire charges as at the commencement of the hire.

Driver / Hirer: The person and/or company named overleaf or any other person approved by the **Company** (as shown on an additional **Drivers** form) to drive the **Vehicle** during this **Rental Period**.

Accessories: The keys, spare wheel, tools and other items which the **Vehicle** is supplied with and any replacements thereof.

Rental Period: The period from the date and time out stated overleaf until the re-delivery of the **Vehicle** and keys into the physical custody of the **Company**.

Rental Charges: The hire charges for the **Rental Period** calculated in accordance with the **Company's Tariff**.

Insurance Policy: The **Company's Insurance Policy** for the **Vehicle**, a copy of which is available for inspection on request.

Insurance Proposal: A proposal of insurance with the recorded result including any specific insurance terms or insurance excesses and specific to each **Driver**.

2. The **Driver** acknowledges that:

a. The **Vehicle** is suitable for his purpose and undertakes to return it and the **Accessories** to the place and by the date and time due back as specified overleaf. Unless:

i. The **Hirer** shall for any reason terminate this agreement before the date due back, or

ii. The **Company** shall terminate this agreement before the date due back by reason of any breach by the **Hirer** of any term hereof, or

iii. The **Company** shall for any other reason call for the return of the **Vehicle** before the date due back.

In any of which events the **Hirer** shall forthwith return the **Vehicle**. The **Hirer** shall not be then liable for any charges in relation to any period after the **Vehicle** has been returned pursuant to this agreement.

b. If an agreed hire rate has been agreed for a specific hire period and the **Vehicle** hire is terminated early, the **Company** reserves the right to charge the full retail rate for that particular **Vehicle** type.

c. He has received the **Vehicle** free from apparent defects or damage excluding those specified and noted at the commencement of the hire.

d. There is no **Insurance Policy** cover for any property, goods or items transported by, or left in, the **Vehicle** and the **Company** has no liability for loss or damage to any property, goods or items, unless this is specifically due to the **Company's** negligence. The **Company** accepts no responsibility for any property, goods or items left within the **Vehicle** when it is returned to the **Company's** possession. If any property, goods or items are left in any **Vehicle** an additional minimum charge of £45.00 plus vat will be payable for their subsequent disposal. The **Hirer** agrees to indemnify the **Company** against any claims relating to any such property, goods or items.

e. The **Company** has no liability for loss or damages for any problem occurring with the **Vehicle** that are outside of its control or which could not have been reasonably foreseen, unless the problem was directly due to the **Company's** negligence.

f. The **Company** will be responsible for losses suffered by the **Hirer** as a result of the **Company** breaking the rental agreement if these losses are foreseeable. Losses are deemed to be foreseeable where the **Hirer** and the **Company** could contemplate them at the time that the **Vehicle** is rented. The **Company** is not responsible for indirect or consequential losses which happen as a side effect of the main loss and which are not foreseeable.

3. It is breach of this agreement for the **Hirer** to fail to return the **Vehicle** to the **Company** at the end of the **Rental Period**, and the damages payable for such breach (in addition to any damages payable in respect of any other breach) will be the full charges which would have been payable on the **Company's Tariff** for the period until the **Company** recovers the **Vehicle** or receives its full market value thereof.

4. The **Driver** shall during the **Rental Period**:

a. Keep the **Vehicle** and **Accessories** in their or any **Driver's** possession adequately protected and secured.

b. Not rent, sell, or dispose of the **Vehicle**, the **Accessories** or any of its parts nor give anyone any legal rights over the **Vehicle**.

5. The **Driver** shall ensure that the **Vehicle** will not be:

a. Used for hire or reward.

b. Used to convey more than the number of passengers within its standard design.

c. Used for racing, pace-making, rallying, speed testing, driving tuition or similar purposes.

d. Used for propelling or towing any other **Vehicle**, trailer or other object unless agreed in writing at the commencement of the **Rental Period**.

e. Used in any unlawful manner or for any illegal purposes.

f. Used in contravention of any existing legislation affecting its use or construction.

g. 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 than it was designed to carry or may lawfully carry.

h. Used by any person who has not been approved by the **Company** as an additional **Driver**.

i. Used outside England, Scotland or Wales without the written consent of the **Company** prior to, or at the commencement of the **Rental Period**.

j. Used in any manner which might render void the **Insurance Policy**, or any other contract of insurance.

k. Used in contravention of any Road Traffic legislation or Construction and Use Regulations, or byelaw in force during the **Rental Period**.

l. Modified or added to in any manner.

m. Used for the transportation of animals.

n. Used for commercial purposes for which an Operator's Licence would need to be held. The **Driver** agrees that if the **Vehicle** is detained by any Statutory Body for illegal use then he will be responsible for any charges incurred in its restoration to the **Company**, and any subsequent loss of revenue incurred it's period of un-availability.

6. The **Driver** agrees to pay on demand:

a. The **Rental Charges**.

b. Any miscellaneous charges detailed in the **Tariff**.

c. The cost of any **Accessories**, tyres, tools or equipment lost, stolen or damaged.

d. The **Company's** costs of recovering the **Vehicle** in the event that the **Hirer** fails to return it to the **Company** in accordance with clause 3.

e. Any excess amount as specified and depending on the waiver option paid, in respect of each and every incident resulting in damage to, or loss of, the **Vehicle** and / or its **Accessories**.

f. Any loss of revenue for the use of the **Vehicle** while it is being repaired until it is available to rent or until full and final settlement for the **Vehicle** loss is received.

g. All fines, charges, penalties, costs and expenses (including all charges and penalty charges incurred under a charging scheme) and court costs, including VAT or other taxes payable, incurred by the **Hirer** or any **Driver**, in relation to the **Vehicle** during the **Rental Period** which the **Company** is obliged to pay, plus an administration charge of £50.00 plus vat.

h. Any Value Added Tax, local or other taxes payable in respect of the above, and / or hire.

i. Any excess mileage charges on return of the **Vehicle** calculated in accordance with the **Tariff**.

j. Any property, goods, items or rubbish removal costs in accordance with the **Tariff**.

7. You authorise us to be able to take monies from any of the given credit or debit cards, without you being in person. This is for any costs owed for in relation to **Vehicle** hired.

8. The fuel type and level of each **Vehicle** is marked on the rental agreement. Please check that the level is accurate before leaving the premises as mistakes cannot be rectified at a later date. Fuel type is also labelled on key rings, filler cap and/or inside the **Vehicle**. You must ensure that the **Vehicle** is returned to the same fuel level. A refuelling charge of £25.00 plus VAT plus the current forecourt price per litre will be made on any **Vehicle** not correctly returned. If the fuel type indicated is diesel, the correct type of diesel must be used. The use of red or bio diesel fuels in the **Vehicle** is prohibited, and failure to comply will result in the full cost of any repairs and off road charges being charged to the **Hirer**.

9. The **Hirer** shall compensate the **Company** in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the **Vehicle** including loss of revenue to the **Company** for the **Rental Period** during which the **Vehicle** shall remain unavailable for rental by reason of such matters and any claims made by any person in respect of the **Vehicle** whilst it is in the **Hirer's** custody. This clause applies whether the **Hirer** has an **Insurance Policy** or not. This clause shall not apply to any loss caused by or if it is the responsibility of the **Company**.

10. The **Driver** shall:

a. Ensure compliance with the terms, conditions and limitations of the **Insurance Policy**, which shall be deemed to be included in this agreement as if the same were fully set out herein. A copy of which may be inspected at the **Company's** office.

b. Inform the **Company**, using for example the office telephone number, as soon as they become aware of any loss or damage to the **Vehicle** or its **Accessories**; or to any fault developing which may (or may not) render the **Vehicle** to be (or become) in an un-roadworthy condition.

c. Not continue to drive the **Vehicle** in the event of mechanical, electrical or structural failure or damage, if further damage might thereby be caused.

d. Be responsible for all claims, liabilities, damages, cost and expenses suffered or incurred by the **Company** as a result of a breach or default in the discharge of the obligations, of the **Hirer** or any **Driver**.

e. Indemnify the **Company** against such loss as is recoverable at law where that loss is incurred by reason of a breach of this agreement by any **Driver**.

f. Ensure that the **Vehicle** maximum payload and individual axle plated weights is not exceeded.

g. Be responsible for loading and unloading **Vehicle** and removal of any rubbish at the completion of the **Rental Period**, else charges will be incurred as per the **Tariff**.

11. The **Hirer** is obliged:-

a. To safeguard the **Company's** interests in the event of any accident involving the **Vehicle**, by obtaining the names and addresses of all relevant drivers and witnesses, securing the **Vehicle**, and where appropriate notifying the police.

b. To ensure that daily maintenance checks are carried out, the correct tyre pressures, engine oil level, screen wash levels, coolant levels and automatic transmission oil level (where applicable) are maintained throughout the **Rental Period**.

c. To ensure that the **Vehicle** is always locked when unattended, and to take all reasonable steps to prevent loss of or damage to the **Vehicle**, **Accessories**, equipment or contents.

d. To inform the **Company** immediately if the **Vehicle** suffers any damage or loss, develops any fault or requires any servicing, and permit the **Company** to carry out any essential repairs or servicing.

e. To return the **Vehicle** together with all its **Accessories**, and equipment during the **Company's** business hours to a representative of the **Company** and to the place from which the **Vehicle** was hired, at or before the end of the **Rental Period** or on the earlier termination of this agreement, in the same condition as the vehicle was received at the commencement of the **Rental Period** and clean and tidy (normal wear and tear and traffic grime excepted).

f. To ensure that no smoking is permitted in the **Vehicle**. As of 01 July 2007 it is an offence to smoke or knowingly permit smoking in hire vehicles. Any evidence of such will incur a minimum charge of a £50 plus VAT cleansing charge.

12. The **Hirer** shall be liable as owner of the **Vehicle** in respect of:

a. Any excess charge, penalty charge or fixed penalty offence committed in respect of Part III of the Road Traffic Offenders Act 1988, or the Road Traffic Act 1991, or under section 45 and 46 of the Road Traffic Regulation Act 1984, 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, any British Isle or corresponding country within the European Union, upon which the **Vehicle** is being used.

b. Any financial penalty or charge which may be demanded by any person, corporation or authority as a result of the **Vehicle** having been parked or left upon land which is not a public road.

c. Any offence or penalty charge incurred or committed under the Road User Charging (charges and penalty charges) (London) Regulations 2001 as amended, the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001 as amended and The Greater London (central zone) Congestion Charging Order 2001 as varied.

d. Any congestion zone charges arising during the period of hire.

- e. Any low emission zone charges arising during the period of hire.
13. The **Company** is obliged:-
- To take all reasonable steps to provide the **Hirer** with a well maintained **Vehicle**, but shall not be liable for any direct, indirect or consequential loss caused by any breach of this or any other obligation of the **Company** hereunder.
 - When informed of a breakdown by the **Hirer**, to see that the necessary repairs are carried out promptly if possible. If repairs to the hire **Vehicle** cannot be carried out promptly, to arrange recovery of the **Vehicle**, **Driver** and passengers and provide a substitute **Vehicle**, or allow the **Hirer** to terminate the hire.
14. The **Driver** shall not:
- Without the prior consent of the **Company** incur any liability for repairs to the **Vehicle**.
 - Be the agent or servant of the **Company** for any purpose.
 - Fit any other accessory without the written consent of the **Company** at the commencement of the hire.
 - Extend the **Rental Period** without the **Company's** expressed authorisation in writing and receipt of full advance payment. In any event the period of this agreement shall not exceed 90 days.
15. The **Driver** is responsible for any loss or damage to the **Vehicle** (unless caused as a result of negligence on the part of the **Company**, or its breach of this rental agreement) plus any loss of rental income incurred by the **Company** as a result.
16. If the **Driver** does not comply with any of the above conditions, he shall return the **Vehicle** to the place of rental immediately, and pay to the **Company** on demand any loss it suffers in respect of the **Hirer's** non-compliance. Failing which the **Company** shall be able to retake possession of the **Vehicle**, and all reasonable costs and expenses incidental to the recovery of the **Vehicle** shall be borne by the **Hirer** and become payable to the **Company** on demand. If the **Company** has to terminate the rental agreement then it will not affect the right of the **Company** to receive any monies that are owed under the terms and conditions of the rental agreement.
17. **Insurance**
- Any **Vehicle** hired under this agreement may only be driven by the **Hirer** or any authorised **Drivers** who have had a completed **Insurance Proposal** form accepted by the **Company** and noted in the original rental agreement.
 - The **Hirer** agrees to pay the insurance charges on the **Tariff**, plus the waiver charge for reducing the insurance excess as indicated, and the excesses as detailed below.
 - The **Hirer** shall be liable to pay the cost of repair of any damage which the **Vehicle** may suffer as the result of the wilful action of the **Hirer** or any servant of the **Hirer**.
 - The **Hirer** will compensate the **Company** for any loss (whether direct, indirect or consequential) which it may suffer as a result of any act or omission on the part of the **Hirer** or his servant or agent.
 - The **Hirer** is responsible for all damage caused to the **Vehicle** by striking overhead objects above windscreen height such as trees, signs, canopies etc. Any overhead damage is the **Hirer's** responsibility regardless whether they have paid the collision damage waiver fee as this is not covered by the **Insurance Policy**.
 - The **Hirer** is also responsible for full costs incurred for any of the following items as they are not covered by the **Insurance Policy**; damage above windscreen height, any interior damage to the **Vehicle**, or punctures incurred while on hire, damage caused by abuse, maliciously, or by negligence - i.e. using the wrong fuel type and incidents involving keys.
 - The **Hirer** shall be responsible for any damage caused as a result of flood is not covered by the collision damage waiver. For example - engine damage or damage resulting from water ingress is not covered and will result in the **Hirer** being responsible for the repair cost involved. This is regardless even if a collision damage waiver fee has been paid.
 - If in the opinion of the **Company** the **Hirer** has been grossly negligent, the **Hirer** shall be liable for the full cost of repair or retail value of the **Vehicle**.
 - The **Hirer** shall be responsible in respect of compensation for **Company's** loss of the use of **Vehicle** whilst being recovered at the termination of this rental or whilst being repaired consequent upon any collision or other damage suffered before the **Vehicle** was returned to the **Company's** place of business.
18. **Claims**
The **Insurance Policy** will not cover the **Vehicle** if:
- It is stolen due to the keys being left in or on the **Vehicle**.
 - It is stolen due to the loss of the keys whilst on hire or the keys cannot be provided.
- In these instances the financial responsibility for the loss is solely that of the **Hirer**.
19. **Accidents**
- Failure to report an accident within 48 hours, whether damage occurs or not, will result in the **Hirer** losing the benefit of the **Insurance Policy** and becoming wholly liable for any resulting claims.
 - The **Driver** is responsible for getting names and addresses of all involved, including witnesses, recording the time, date and place of incident, informing the Police if necessary and making the **Vehicle** secure. The **Driver** should also take photographic proof of the accident.
20. **Insurance Proposal**
- The **Driver** declares that to the best of his knowledge and belief the statements and particulars listed overleaf are true and correct and that he has withheld no information material to this proposal whether the subject of a proposal form question or not. The **Driver** understands that failure to disclose all facts known to him which would be considered by the insurer as likely to influence the assessment and acceptance of the **Insurance Proposal** could render the insurance cover invalid in respect of the hire.
 - Where there is any doubt about whether facts would be considered material those facts should be disclosed.
 - The **Driver** acknowledges that this insurance cover terminates at the expiry of the **Rental Period**, and should this period be exceeded he shall be driving the **Vehicle** whilst uninsured. The **Driver** agrees to accept and conform to the terms of the **Insurance Policy** when issued.
21. **Insurance Excesses**
Due to the nature of the business, self drive hire rental insurance attracts higher insurance excesses. There are two excesses available; the standard excess, which is £1000.00* (unless noted differently on the rental agreement and may be **Driver** specific), and the reduced excess, which is £250.00*. The reduced excess is available by paying for the Collision Damage Waiver (CDW).
- Collision Damage Waiver Availability**
The collision damage waiver and reduced excess option is not available to:
 - Drivers** aged under 25 or over 69 year of age.
 - Drivers** with certain convictions or endorsements on their licence.
 - When the **Vehicle** is due to be taken outside England or Wales.
 In these instances the standard excess is applicable (unless a higher amount is noted differently in the **Insurance Proposal** box on the rental agreement).
 - Collision Damage Waiver Exclusions**
The **Driver** is responsible for all costs relating to any damage or loss for any of the following as they are not covered by the **Insurance Policy** or the Collision Damage Waiver:
 - Interior damage.
 - Overhead damage.
 - Under-body damage.
 - Damage caused by use of the wrong fuel.
 - Loss of or damage to or breakage of keys and consequential costs.
 - Any front, side or rear lamp lenses.
 - Aerials.
 - Fitting or Using Roof Racks, bicycle racks, tow bars or tow balls.
 Even if the collision damage waiver fee is paid, the **Hirer** shall be responsible for payment of any amount where the loss of, or damage to, the **Vehicle** or its **Accessories**, arising from the wilful action of the **Hirer** or any **Driver**. This includes, but is not limited to driving:
 - Whilst under the influence of alcohol above the current legal limit.
 - Whilst under the influence of illegal drugs.
 - Whilst under the influence of solvent abuse.
 - Whilst driving with under-inflated or flat tyres.
 - Allowing an unauthorised person to drive the **Vehicle**.
 - The excesses if the Collision Damage Waiver option is refused**
Hirers who choose not to accept the CDW have an insurance excess of £1000 for most types of damage caused to or by the **Vehicle** (however caused) from the start of their hire, to the time it is checked over by a member of **Company** staff on return. The following items are not covered by our **Insurance Policy** and **Hirers** are responsible for the full costs incurred;
 - Wing Mirrors and wing mirror glass.
 - Windscreen and other glass.
 - Tyre and wheel damage.
 - The excesses if the Collision Damage Waiver option is accepted**
Qualifying **Drivers** may take the CDW. The CDW offers some of the most comprehensive self drive cover on the market offering reduced excesses;
 - £250.00* excess per each third party vehicular incident or accident.
 - £1000.00* excess per each non vehicular incident or accident.
 - £50.00* excess Wing Mirrors and wing mirror glass per side.
 - £50.00* excess Windscreen and other glass per window.
 - £50.00* excess Tyre and wheel damage per wheel.
 * Vat or IPT at the current rates may be payable in addition to these amounts depending on the individual circumstances.
22. Minimum notice period of cancellations is 48 hours; 100% of the rental charge will apply for all cancellations inside of the 48 hours.
23. Please note the **Vehicle** includes a GPS tracking device which the **Company** may monitor at any time to ensure that the terms of this agreement are complied with. In the event of theft of the **Vehicle** then data from the GPS tracking device both leading up to and following the theft may be used by the **Company**, the insurers and law enforcement agencies.
24. If the **Hirer** commits any breach of this agreement, the **Company** may treat the agreement as terminated and take possession of the **Vehicle**, and the **Hirer** authorises the **Company** to use any endeavour to.
25. Any addition to, or alteration of, the terms and conditions of this rental agreement must be agreed upon in writing by the parties.
26. Nothing in these terms and conditions shall be deemed to exclude or restrict the **Company's** liability for death or personal injury resulting from negligence or any other liability, of the **Company**, which cannot be excluded as a matter of law.
27. This agreement is governed by the laws of England and Wales and you agree to submit to the non-exclusive jurisdiction of the English courts.
28. These terms and conditions are also available in a larger print and electronic format at www.alcovanhire.co.uk/terms