

## **Terms And Conditions**

### **Definitions**

1. **Lessor:**  
Autofusion Limited t/a Auto Fusion Cars. ("AFC")
2. **Hirer:**  
The person, firm, company or organisation by or on behalf of whom this hire agreement is signed with the view to hiring the vehicle from the lessor, including any additional driver
3. **Additional Driver:**  
The person specified as such in the hire agreement, if any.
4. **Claim for Damages:**  
All aspects of claim, including pre-limitation stages and court process up to and including trial and any appeal.
5. **The Vehicle:**  
The vehicle described on the rental agreement or any replacement supplied by the lessor.
6. **Hire Period:**  
The period from the 'Date Out' specified on the Rental Agreement/Check Sheet Report until the re-delivery of the vehicle into the physical custody of the lessor (with exception to the overriding limitations outlined in our Credit Hire Terms).
7. **Hire Charges:**  
The total charge for the hire of the vehicle to the Hirer calculated in line with the method set out on the Booking Form/Rental Agreement. It is a condition precedent of this Agreement that the Hirer must make all payments for hire charges on the due dates as specified in the Booking Form/Rental Agreement. In the event of a default or breach, by the Hirer, any non payment of hire charges on the due dates will be construed to be a material breach.
8. **Repairer:**  
The person, firm, company or organisation that repairs the hirer's un-roadworthy vehicle on the hirer's instructions.
9. **Repair Charges:**  
The total amount of the repairer's invoices relating to repairs to the hirer's un-roadworthy vehicle (including VAT).
10. **Generally:**  
Where applicable, the singular includes the plural and the masculine gender includes the feminine and the neutral.
11. **Total Loss:**  
Due to the hirer's default the Vehicle is, in the lessors reasonable opinion [or the opinion of its insurer(s)], damaged beyond repair, lost, stolen, seized or confiscated.

### **The Agreement:**

#### **Agreement**

12. The lessor hereby hires the vehicle to the hirer for the period and on the Terms and Conditions herein set out which transaction is referred to hereinafter as 'the hirer' by virtue of the Paragraph 3(1) of the Consumer Credit (Exempt Agreement) Order 1989 this agreement is not Regulated agreement within the meaning of the Consumer Credit Act 1974.
13. By signing the Rental Agreement and Damage Report Sheet, the hirer will have accepted the lessor's Terms and Conditions of hire. Please read these Terms and Conditions carefully. If there is anything you do not understand, please ask a member of staff who will be happy to help.
14. **The Hirer's Obligations:**
  - a. The hirer must keep the vehicle locked when not in use and must engage any security device fitted or supplied with the vehicle. The hirer must also protect the vehicle against bad weather that can cause damage, such as hail.
  - b. The hirer is solely responsible for any damage to the vehicle caused by hitting low-level objects, such as bridges or low hanging branches in addition to damage to alloys, however caused.
  - c. The hirer must not sell, rent, sub lease or dispose of the vehicle or any of its parts or give anyone any legal rights over the vehicle.
  - d. The hirer must not let anyone work on the car without the permission of the lessor. If permission is granted, the lessor will only give a refund if a receipt for the work is provided.
  - e. The hirer will ensure that any additional driver will comply with these Terms and Conditions and shall be responsible for any loss arising for any non-compliance as if the breach were his own.

- f. At the conclusion of the hire period, the hirer will redeliver the vehicle to the lessor in a clean condition with all the tyres, tools, radio, keys and other accessories in the same condition as when hired; ordinary wear and tear excepted, at such place and at such date and time the lessor shall direct.
  - g. The hirer agrees that until the vehicle is in the possession of the lessor in accordance with Clause 18, the vehicle remains at the risk of the hirer.
  - h. The hirer must notify the lessor as soon as the hirer becomes aware of any fault however so caused. The hirer will be liable to the lessor for all damage to the vehicle including, but not limited to, glass, tyres, and accessories, however caused. The hirer agrees to pay the lessor a charge of £650.00 for any key lost, to cover the cost of replacement and associated administration.
15. In the event the hirer puts the wrong grade of fuel into the vehicle the hirer will be liable for any costs incurred by the lessor in draining the tank and rectifying any subsequent damage. The hirer will have to pay for reasonable costs of repair if the lessor has to pay extra costs to return the vehicle to its condition when the pre-rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-rental condition) or you have damaged the inside of the vehicle.
  16. The hirer will immediately inform the lessor of any fault in the vehicle and will not use the vehicle whilst in an un-roadworthy condition.
  17. The hirer must return the vehicle on time and failure to do so means that the hirer is breaking the conditions of this agreement. The lessor can charge the hirer for everyday or part-day past the return date. The lessor will charge the hirer the daily rate published on the website until the vehicle is returned. Delivery or surrender of the vehicle to a third party shall not constitute re-delivery to the lessor.
  18. The hirer must return the vehicle to the place agreed at the agreed time. A member of the lessor's staff must see the vehicle to check that it is in good condition. The hirer will remain responsible for the vehicle until it has been re-inspected by a member of the lessor's staff. A full inspection will be carried out when the car has been cleaned and in good light and the lessor will notify the hirer without delay if any damage is noted at this time that could not be identified at the time of hand over (due to dirt on the car or bad light conditions for example).
  19. The lessor or authorised agent may terminate the hire of the vehicle upon any material breach of these terms and conditions either expressly or impliedly. The lessor will keep the holding deposit on any finding of breach.
  20. The hirer will return to the lessor or authorised agent, the vehicle on demand.
  21. The hirer also accepts that any motoring or traffic offences, toll or parking charges, penalties and fines arising in relation to the vehicle for the duration of the hire are my sole responsibility under the Road Traffic Regulation Act 1984, the Road Traffic Offenders Act 1988, and/or any subsequent relevant legislation. I will indemnify the lessor forthwith for any penalties, fines, legal fees, cost, interest or other charges paid by them in relation to any such motoring or traffic offences or toll or parking charges. I hereby irrevocably agree to any such charges including an administration fee of **£65.00** being charged to me and for my details to be passed to the relevant third party.
  22. The hirer is hereby expressly informed of the lessor's or authorised agents' ability to immobilise the vehicle remotely when it appears safe to do so should there be any cause reasonably held by the lessor or authorised agent to affect the safety of others or concerns over property including the vehicle itself. If the vehicle is used or attempted to be used whilst immobilised by the lessor or authorised agent, then the hirer or any other person would be using the vehicle without consent.

**The Lessor's Obligations:**

23. The lessor has maintained the vehicle to at least the manufacturer's recommended standard. The lessor also assures the hirer that the vehicle is roadworthy and suitable for hire at the start of the rental agreement.
24. If the hirer is not using the vehicle for businesses purposes, the lessor is responsible for loss caused by:
  - The vehicle not matching our description
  - The vehicle not being of the quality that the hirer would be entitled to from a rental vehicle
  - The vehicle not being fit to drive, or the lessor not having the right to rent out the vehicle
25. The lessor is responsible if someone is injured or dies as the result of the lessor's negligence, act or failure to act. In addition, losses the hirer suffers as a result of the lessor breaking this agreement if the losses are a foreseeable consequence of the hirer breaking the agreement. Losses are foreseeable where they could be contemplated by the hirer and the lessor at the time the vehicle is rented. The lessor is not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by the hirer and lessor (such as loss of profits or loss of opportunity).

**Conditions of Use of Vehicle:**

26. The hirer may use the vehicle for the purpose of their business and for social domestic and pleasure purposes. The vehicles may not be used for any purposes for which they are not expressly designed, for example carrying a greater number of passengers and/or more baggage than recommended by the manufacturer.
27. The hirer, or any other authorised driver, must not:
  - Use the vehicle for hire or reward
  - Use for driving tuition, racing or pace-making, testing the vehicle's reliability and speed or for competing in any rally, or any other form of motor sport, track days, or for any illegal purpose whatsoever
  - If the vehicle is a commercial vehicle, use it for a purpose for which hirer needs an operator's licence if the hirer does not have one
  - Use the vehicle for towing unless the hirer has given the lessor written permission
  - Allowing a non-insured driver to drive the vehicle will result in the loss of the hirer's security bond; the lessor will also view this as theft of the vehicle and will prosecute without exception in all cases as theft.
28. The vehicle must only be driven by the hirer, and any other named on the rental agreement, or by anyone else the lessor authorises in writing. Anyone driving the vehicle must have a full valid driving licence.
29. The vehicle will not be driven during the hire period by any person who is under the influence of alcohol or any other substance which might impair the ability to drive or in a manner which would render void the policy or other contract of insurance, in contravention of any applicable Road Traffic legislation or of the Construction and Use Regulations for the time in force.
30. The vehicle will not be used during the period of hire in violation of the provisions of any act or regulations affecting the use, loading or condition of the vehicle or for any illegal purpose.

**Age & Licence Restrictions:**

31. Prices are based on drivers being aged 25 to 70 years of age. All drivers must have held a full licence for a minimum of three years, must have no more than 6 current points on their licence and are subject to approval on completion of the lessor's insurance proposal form. Any convictions for drink or drug driving, dangerous or careless driving within the past 5 years will not be accepted. Overseas licences are accepted subject to the above conditions.
32. Drivers must not have been involved in an accident in the past 3 years and must not have been convicted of motoring offences in categories CU/IN/LC/MS/PC/PL/SP/TS in the last 3 years. The lessor has the right to refuse any driver on production of a licence that does not comply with the lessor's insurance policy. [Please note it may still be possible to hire if the hirer is under 28 but over 25 or has up to 6 penalty points, please fill out an enquiry form and the lessor will notify the hirer accordingly, there may be an additional cost for insurance for special cases. Other cases can be considered, please forward all of your details and GIA will give an insurance quote if possible]. With exception to 'Self Insurance' please ask for more details. All hires and cancellations are subject to these Terms and Conditions and it is deemed that the hirer has read and understood them before making a booking.

**ID:**

33. The Driving Licence and DVLA licence code needs to be provided to the lessor before the rental can commence for all named drivers, [also Photo ID in the form of a Passport and a utility bill or credit card statement must also be produced as confirmation of ID, these can be sent by registered mail to the lessor's offices, they will be photo copied and returned by registered mail], photocopies are acceptable BUT the originals must be produced on the day of hire, failure to do so would cancel the rental. If upon delivery these documents have not been received or viewed by the lessor the rental will be cancelled and the lessor's cancellation policy will apply.
34. A valid Driving Licence must be produced at the time of hire. If the hirer holds a new style UK Driving Licence the hirer must bring along the licence
35. Additional drivers are also required to produce proof of identity such as a passport and proof of address.

**Fuel:**

36. The hirer will be provided with a full tank of fuel and the vehicle must be returned with a full tank. If, however, this is not the case any reimbursement for fuel will be charged at £1.50 plus VAT per litre plus a £35.00 administration charge.
37. The hirer is responsible for ensuring the correct fuel is used. If the wrong fuel is used, the hirer is liable for all costs including recovery of the vehicle and repair.

**Overseas Travel:**

38. Please note that no vehicles may be taken out of the UK without express written permission. Ireland (Eire) is not part of the UK. [Cars are also excluded from Northern Ireland, the Channel Islands and the Isle of Wight unless by prior arrangement].

**Hours of Hire:**

39. Standard 1-2 day mid-week hire available.  
40. 3 day weekend hire covers from Friday between 12pm & 5pm to 10am Monday.  
41. Other terms of hire available on request.  
42. Minimum hire periods may apply to weekdays, weekends, bank/public holiday and to some locations.

**Charges:**

43. The lessor works out charges using a current price list, as published on the website and in the Office. The hirer will pay the following charges:
- a. Any charge(s) for any and all losses and/or damages resulting from the hirer contravening any terms and conditions outlined in 'The Hirer's Obligations' and within this agreement.
  - b. A refuelling service charge as outlined in the 'Fuel' section (listed above)
  - c. All fines and court costs for parking, traffic and other offences (including any costs which arise if the vehicle is clamped, even on private property) as outlined in the section 'Speeding Tickets / Parking Fines / Road Traffic Acts' outlined below. Failure to pay the appropriate authority any fines and costs will result in the lessor charging the hirer administration charges which arise to deal with such matters.
  - d. The reasonable cost of repairing any extra damage which was not noted on our damage report sheet at the start of the agreement, whether the hirer was at fault or not (outlined in section 'The Hirer's Obligations' above) and the reasonable cost of replacing the vehicle if it is stolen, depending on any insurance the hirer has, as set out herein, if and when the hirer demands this payment.
  - e. The hirer is responsible for any congestion charge costs during the rental, with exception of delivery and collection of the vehicle.
  - f. A loss of income charge, when the lessor asks for it, if the lessor cannot rent out the vehicle because it needs to be repaired, it is a write-off (can't be repaired) or it has been stolen and the lessor is waiting to receive full payment of the vehicle's full value. The lessor will only charge the hirer for loss of income if the lessor cannot get back the losses under the Insurance. The lessor will charge the hirer at the published daily rate and the lessor will never charge the hirer for more than 60 days rental or the lessor gets payment as soon as possible.
  - g. Any charges arising from Customs and Excise seizing the vehicle, together with a loss of income charge while the lessor cannot rent out the vehicle, if and when the lessor asks for this payment.
  - h. Any published rates for delivering and collecting the vehicle.
  - i. Interest which we will add every day to any amount the hirer does not pay the lessor on time, at the rate of 2% per month above the base lending rate of Barclays Bank from time to time.
  - j. Value added tax and all other taxes on any of the charges listed above, as appropriate. The hirer is responsible for all changes, even if the hirer has asked someone else to be responsible for them. The hirer can get details of the Insurance from the lessor.

**Mileage Allowance/Excess Mileage & Late Return Charges:**

44. I will not drive the vehicle more than the mileage allowance stated below. If I do, I will accept the charges as stated below.  
45. The mileage allowance is as stated in the hire agreement, should the hirer exceed this allowance then excess mileage charges will apply as set out in the agreement.

**Booking & Cancellation:**

46. The hirer requires a booking fee of 20% of the value of the booking. This is adjusted against the cost of the hire. Bookings are only confirmed when paid for in full, which must be paid for at least 3 days before the hire commences or at the time of the booking (if less than 2 days). Cancellations 14 days or less, prior to the hire date will incur a charge of 50% of the booking (min. £250.00). Cancellations 3 days or less, prior to hire date will incur a charge of 100% of the booking. Cancellations due to the hirer not meeting the Terms and Conditions set out here are the responsibility of the hirer and the lessor assumes no liability whatsoever unless stated otherwise.

**Excess & Security Deposit:**

**47. The security deposit is held:**

- As a security bond for 10 days post hire and can and will be set off against damage and;
  - i) As payments towards any mechanical damage which is not covered by our Insurers, e.g., tyres, wheels, clutch, gearbox, which was sustained during the hire period; excluding normal wear and tear, due to misuse and abuse.
  - ii) As an insurance excess against any accidental damage or loss caused to the vehicle by a third party or the hirer, and any fees in dealing with insurance companies. The hirer is liable for the amount shown as Excess Deposit.
  - iii) To cover additional charges incurred during hire for excess mileage and, or, petrol reimbursement charges.
  - iv) As payment towards inconvenience caused and losses incurred in relation to police involvement/arrest which results in the car being confiscated or compounded and or being stopped for driving recklessly or dangerously.
  - v) To pay any fees incurred for enquiries with the police or other authorised body who can prosecute or raise charges associated with the vehicle while under hire including but not limited to seizure.
  - vi) Any other occurrence due to the fault or negligence of the hirer.

48. The Excess Security Deposit is as per the Tariff. The Security Deposit can be held against a major credit/debit card and will be refunded immediately after the hire (subject to terms listed) so you do not incur any charges.

**Damage/Wear & Tear/Accidents/Theft:**

49. All damages to our vehicles whilst in the custody of the hirer, however they arise, will be the responsibility of the hirer and the lessor will charge for the cost of the repairs against the Security Bond held against the hire up to the value of the Security Bond, if requested the lessor will provide a quotation for the works from an a repair specialist. Any excess wear to the car's tyres will be charged at a pro rata rate for the cost of replacing the tyres, the lessor will provide details of these charges should they apply, these charges also extend to unreasonable wear and tear on any other part of the car. Vehicles are only fully inspected once returned to the lessor's premises, this is due to dirty vehicles/bad light which hamper a full inspection at the hirer's address, any damage discovered once the hirer has cleaned the vehicle will then be charged, the lessor is not limited to noting the damage at the time of pickup of the vehicle for the reasons set out in this clause.
50. The hirer and/or any additional driver will report at once to the lessor the occurrences of any and every accident involving the vehicle, no matter how minor, and will complete an Accident Report Form within 24 hours. Furthermore, the hirer and/or additional driver will obtain the names and addresses of any other parties and of any witnesses to such an accident, make no admission of liability, immediately deliver to the lessor any correspondence, claim form, notice, proceedings or other documents received in connection with the accident. In addition, the hirer and/or additional driver will co-operate fully with the lessor and the lessor's and/or hirer's insurers in the investigation and defence of any claim. The hirer is responsible for the theft of the vehicle.

**Smoking in Cars:**

51. Smoking in the vehicle is expressly forbidden and will result in the loss of the hirer's Security Bond. This includes allowing cigarette smoke or ash into the vehicle which would imply the above. The lessor may use a machine to determine if the car has been smoked in; smoking in the car with the window wound down will still be detected. Should smoking be detected, the hirer will pay £185.00 if cleaning is required.

**Speeding Tickets/Parking Fines/Road Traffic Acts:**

52. The driver/hirer of the vehicle hereby agrees that he or she shall be liable for all speeding fines and or parking tickets or any other costs or penalties that may be incurred whilst the car is in the possession of the hirer or in relation to the manner in which the hirer/driver has driven the car during the hire period.
53. This includes any fine or penalty imposed under a fixed penalty notice relating to the hire and any traffic congestions charges. The lessor may, in order to avoid further penalties, pay fines and the hirer shall be liable to reimburse the lessor for the amount together with a £25.00 administration fee.

In accordance with the Road Traffic Act 1974 sections 1.5 and 1 the hirer shall be liable as owner of the vehicle in respect of:-

- a) Any of the following offences which may be committed with respect to that vehicle when it is stationary and when fixed penalty notice is issued being on a road during the hours of darkness without lights or reflectors required by law waiting or being left parked or

being loaded or unloaded in a road being used or kept on a public road without the vehicle licence being exhibited on the vehicle in the prescribed manner and the non-payment of the charge made at street parking places and:

- b) Any excess charge which may be incurred in pursuance of an order under Section 35 and 36 of the Road Traffic Regulations Act 1967 (Provision of Highways of Parking Places where charges are made).

**Insurance:**

54. The inclusive Fully Comprehensive insurance covers, 'Insured Driver', of minimum age of 25 years dependant on vehicle category. The charge for an additional driver starts from £40.00 per day subject to the lessor's insurer's approval.  
The amount of excess depends on which vehicle is rented and whether the hirer has chosen to reduce the excess. This ranges from £20,000 to £185,000.
55. An insurance proposal must be completed by everyone wishing to drive the car.
56. Minimum age limits apply to all vehicles; this can vary depending on the make and model as outlined in the section 'Age & Licence Restrictions' listed above.

**Your Own Insurance:**

57. The hirer may arrange their own insurance for the full duration of the rental as long as the hirer can prove that this insurance is valid and has signed the lessor's relevant documentation. The lessor will have to agree the amount of cover arranged by the hirer, the type of policy and the insurer chosen.
58. If the hirer indicates that he wishes to provide his own insurance, the following provisions will apply:
  - a) It shall be the hirer's responsibility to insure the vehicle for the hire period for its full value against loss or damage (including windscreen damage) by accident, fire or theft under comprehensive policy of insurance with a reputable insurance office.
  - b) The hirer shall at the lessor's request supply full details of the policy to the lessor and shall instruct the insurers that the lessor's name shall be endorsed on the policy.
  - c) The hirer shall not use the vehicle in contravention of the terms of the policy and shall procure that any compensation under the said insurance is paid directly to the lessor.
  - d) If the hirer shall effect insurance which is not comprehensive or if for any other reason the amount paid by the hirer's insurance in respect of any claim made shall be less than the loss or damage (whether direct, indirect or consequential) suffered by the lessor then the hirer shall pay the difference to the lessor.

**In the Event of an Accident:**

59. If the hirer has an accident, they must not admit responsibility. The hirer should obtain the names and addresses of everyone involved, including witnesses.
60. In addition, to carry out the following:
  - Make the vehicle secure
  - Inform the lessor immediately. Failure to do so may result in the insurance becoming invalid
  - Inform the police immediately if anyone is injured or if there is a disagreement over who is responsible, and call the lessor's office straight away
  - The hirer must fill out an accident report form and send it to the lessor.
61. The hirer's vehicles may be fitted with tracking devices and the vehicle may be tracked for asset recovery and insurance purposes or in the event of unauthorised usage.
62. Any data (tracking & dash cam footage) held by the lessor or authorised agent remains the intellectual property of the lessor or authorised agent. If released to the hirer it is disclosed only to verify disputes and the data cannot be disclosed to a third party without the express permission of the lessor or authorised agent.

**Liability:**

63. The lessor liability is limited to a credit note to the value of the hire charge. No consequential loss liability will be covered.

**Car hire may be cancelled or re-arranged if:**

- a) The weather is deemed inclement and there for not suitable for hire by the lessor, a suitable replacement date will be arranged or the hire will be reimbursed with a credit note.
- b) There is a mechanical breakdown of the car, if this occurs and it is feasible to offer an alternative car for the hire the lessor will do so and will issue a credit note for the cost difference for the hire of the substitute vehicle, should the lessor not have another vehicle available or if the hirer chooses to not have the replacement offered the lessor will either re-arrange the hire for another day or reimburse the hirer with a credit note

for the cost of the hire, the lessor accepts no responsibility or liability for cancellations under these conditions.

- c) The lessor retains the right to refuse hire of any vehicle to any one the lessor deems unsuitable for hire or whom the lessor feels do not fit the lessor's criteria for hire or if the hirer's age or licence details do not comply with the terms as set out herein.

**Hirer's Property:**

- 64. The lessor shall not be liable for loss or damage to any property of the hirer or any other person which may have been in or on the vehicle either before or after its return to the lessor.
- 65. The lessor is only responsible for loss of damage to property left in the vehicle if the loss or damage results from the lessor's negligence or breach of contract.

**Credit Pending the Recovery of the Hire/Repair Charges from Third Parties:**

- 66. Where the hire is consequent upon the hirer's own vehicle being un-roadworthy as a result of a road traffic accident.
  - a) The lessor shall have the right to nominate a solicitor to pursue a claim for damages on behalf of the hirer to recover the charges falling due under this agreement together with such other damages as shall arise, the hirer shall co-operate fully with the solicitor nominated and will attend any court hearing to give evidence or otherwise required.
  - b) At all times the ultimate obligation to pay the hire charges (if relevant) the repair charges to the lessor shall rest upon the hirer but the lessor will allow the hirer credit as to the hire charges and (if relevant) the repair charges, for what is hereinafter referred to as the 'credit period' until;
    - i) Such time as a claim for damages in respect of the said accident has been concluded against the party whom the hirer alleges is liable therefore, or
    - ii) The solicitor appointed by the lessor advises that the said claim for damages cannot or can no longer proceed, or
    - iii) The expiry of 11 months from the date of this agreementWhichever shall occur first.
  - c) If the hire charges and/or (if relevant) the repair charges remain unpaid for 14 days after the expiry of the credit.
  - d) at the termination of the credit period, the hirer shall immediately and in one instalment pay the hire charges and (if relevant) the repair charges and the payment due in respect of collision damage waiver to the lessor.
  - e) the credit period shall terminate if, in reasonable opinion of the lessor, the hirer fails to co-operate as specified above. Except insofar as is provided above, the hirer will pay to the lessor on demand all charges due under this agreement together with VAT at the rate in force at the time of hire.
  - f) If the hire charges and/or (if relevant) the repair charges remain unpaid for 14 days after the expiry of the credit period, the hirer shall pay interest on the whole amount due by the way of hire charges and/or (if relevant) the repair charges and collision damage waiver (but not the VAT element) at the rate of 2% above the Barclays Bank rate for the time being in force.

**Credit Hire Limitation & Exclusion:**

- 67. The period of hire shall not under any circumstances exceed 30 days. The lessor shall not be taken to waive any of its rights under these Terms and Conditions except by a notice in writing signed by its duly authorised representative. The lessor will not be liable for delay and/or any consequential loss arising out of breakdown or any other reason. If the vehicle shall become un-roadworthy for any reason whatsoever, the lessor shall have the right in absolute discretion to replace the vehicle with the alternative vehicle of similar capacity and performance but if no such alternative vehicle is available or if the lessor declines to provide an alternative vehicle, there shall be credited to the hirer such portion of the hire charges paid by him/her as represents the unexpired portion of the hire period, but the hirer shall have no other claim of any kind whatsoever against the lessor. The lessor gives no warranty in relation to the condition of the vehicle beyond those implied by law and to the extent permissible by law excludes liability for any indirect or consequential loss to the hirer. Additional driver or third parties arising.

**Vehicle Hire:**

- 68. The lessor shall hire the vehicle to the hirer subject to the terms and conditions of this agreement.
- 69. The lessor shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the hirer's quiet possession of the Vehicle.
- 70. The lessor or authorised agent can at their absolute discretion alter or amend or add further terms to this agreement by sending an electronic message to the hirer through the medium as supplied by the hirer whether that be through mobile communication or e mail or any other method of delivery.

**Termination:**

71. Without affecting any other right or remedy available to it, the Lessor may terminate this agreement with immediate effect by giving notice to the Hirer if:
- (a) the Hirer fails to pay any amount due under this agreement on the due date for payment; or At the sole discretion of the Lessor and, only if notified in writing by the Lessor that it grants the Hirer a further time to make the payments of arrears in full and, the Hirer still remains in default and does not make the payment of these arrears within 7 days after being notified to make such payment;
  - (b) the Hirer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
  - (c) the Hirer repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - (d) the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
  - (e) the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer];
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer];
  - (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Hirer (being a company);
  - (h) the holder of a qualifying floating charge over the assets of the Hirer (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (i) a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer;
  - (j) the Hirer (being an individual) is the subject of a bankruptcy petition or order;
  - (k) a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 7 days;
  - (l) any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14(d) to clause 14(h) (inclusive);
  - (m) the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - (n) the Hirer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
72. For the purposes of clause 71(b), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which we, as the Lessor would otherwise derive from:
- (a) a substantial portion of this agreement; or
  - (b) any of the Hirer obligations set out over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- In addition to Clause 71 and for avoidance of doubt all matters set out in Clause 71 (a) – 71(n) above will be construed to be:
- (a) material breach(es); and/or
  - (b) breaches of conditions precedent.
73. This agreement shall also automatically terminate if a Total Loss occurs in relation to the Vehicle. "Total Loss" – for all intent and purposes Total Loss is defined as "due to the customer's default the Vehicle is, in the Lessor's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized, confiscated, sold or deemed or assumed to be sold, held by an unauthorised third party.

**Payment:**

74. Payment is accepted by credit card, debit card, Amex or bank transfer.
75. A security deposit is required; subject to prices listed on the website, and will be held on account at the time of rental. This is released at the end of the hire, provided the vehicle is returned undamaged and full of the correct fuel.
76. The estimated cost of the rental and the deposit is payable at the start of the hire.

**General:**

77. Where a person on behalf of the hirer has signed this agreement, it warrants that he is authorised to sign for the hirer and is jointly and severally liable with the hirer under this agreement. This agreement incorporates the lessor policy. If the name and driving licence number of an additional driver has been provided by the hirer, the hirer confirms to the lessor that they have received consent of the additional driver to the provision of such information to the lessor. This agreement shall be governed and construed in accordance with the laws of England and Wales.

**Ending the Agreement:**

78. If the hirer is a consumer, we will end the agreement if we find out that the hirer's belongings have been taken away to pay off debts or a receiving order has been made against the hirer. The hirer may end this agreement if the lessor does not meet the main requirements of this agreement.
79. If the hirer is a company, the lessor will end the agreement straight away if:
80.
  - The hirer goes in to liquidation
  - The hirer calls a meeting of creditors
  - The hirer finds out that goods have been taken away from the hirer until paid off, or the hirer does not meet any of the conditions of this agreement
81. If the hirer ends this agreement it will not affect the lessor's right to receive any money owed under the conditions of this agreement. The hirer can also claim reasonable costs from the lessor if the lessor does not meet the main requirements of this agreement. The hirer can repossess the vehicle (and charge the hirer a reasonable amount) without using unreasonable force or causing damage.

**Data Protection:**

82. The hirer agrees that the lessor may use information the hirer has given to carry out market research. If the hirer breaks the agreement the lessor can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation.
83. The lessor can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it on to any of its members for any purpose shown in the Data Protection Act 1998.
84. The lessor is registered as a data controller by the Information Commissioners Office and warrants that it is fully compliant with the General Data Protection Regulations (EU) 2016/679.

**Miscellaneous:**

85. The lessor accepts no responsibility for delay, and/or consequential losses from breakdown or from any other circumstances. The lessor will not waive any of his rights under this agreement except in writing signed by a duly authorised representative of the lessor.
86. The lessor can supply child and baby seats for a fee. Fitting is the responsibility of the hirer.
87. These Terms and Conditions are governed by the laws in which it is signed. Any dispute may be settled in the courts of that country.