

Terms & Conditions

Rental agreement with Newport Vehicle Hire

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 and which this agreement was issued

1. In these terms and conditions; "We" are the company named as the Lessor overleaf, and "You" are either:

- The company named overleaf, or (if that box is left vacant)
- The person named overleaf

"Vehicle" means the vehicle detailed overleaf.

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

- (a) The 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 be driven by the following people:
 1. you personally (if your name is given overleaf), or
 2. the person who signed the agreement on your behalf if you are a company whose name is given overleaf, or
 3. any additional driver authorised by us IF that person has completed an insurance proposal form and we have accepted it.
- (c) Our insurance will not give you complete cover. The amount for which you are not covered is called the Excess. You may be able to reduce that by paying an additional charge, the amount which is shown in our tariff which can be inspected at our office. The agreement overleaf shows whether you have accepted or refused the option (if available) to pay the additional charge, and the Excess for which you are not covered.
- (d) You may also have the ability to take out additional insurance as indicated in the agreement by paying the charges in the tariff which can be inspected at our office.
- (e) If you or anyone on your behalf deliberately causes damage 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.
- (f) Where any incident, collision, damage etc occurs you must notify us as soon as practical and complete an insurance report/claim form within 48 hours of such an incident. If you do not then you may be held liable for any subsequent costs, losses or damages that may arise from that incident.

3. If you have indicated overleaf that you want to provide your own insurance for the Vehicle then the following terms will apply:

- (a) It is your responsibility to insure the Vehicle from the moment you take it until the time it is returned to us. 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 on the policy.
- (b) You hereby authorise your insurer to communicate directly with us and give us any information we reserve. 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 comprehensively 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.

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 extent that the company fails to pay them.

5. 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 are shown overleaf unless an extension is granted.

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 Date Due Back, even if you have not broken any of this agreement, but we must then provide you with a comparable Vehicle.
- (c) in any 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 Back overleaf (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 charges in accordance with a 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, unless we have been negligent. If any third party brings a claim against us of the 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 England, Wales, Scotland, Northern Ireland and any British Isle on which the hiring commenced, without our prior written permission.
- (b) be used otherwise than on a public highway or a suitably 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 or for any 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, pacemaking, competitions or speed testing, nor must it be used in any unlawful manner.
- (f) be used in such a manner that 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 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 and 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.

9. You are not allowed to carry out repairs to the Vehicle (or let anyone else do so) unless you have our written permission first. If we do authorise any repairs then we will refund the cost to you if you produce a VAT receipt and whatever parts you have replaced.

10. If you break any of 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 Offenders 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 that Vehicle in pursuance of an order under section 45 and 46 of the Road Traffic Regulation Act 1984, or the Road Traffic Act 1991, as amended, replaced 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.
- (d) any charges and penalty charge incurred under a road user charging scheme established pursuant to the Transport Act 2000, the Greater London Authority Act 1999 or the Transport (Scotland) Act 2001. Also any other penalty charge or fine under and road traffic order in effect in any jurisdiction where the vehicle is driven.

12. You must:

- (a) pay the hiring charges published in our tariff (which can be inspected at our offices) unless different charges have been agreed between us in writing. This includes any deposit where required.
- (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, fines 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 numbers of any other Vehicles involved, securing the Vehicle and, where appropriate, notifying the police.
- (g) ensure that the correct tyre pressures, engine oil level, battery fluid level, screen wash level, coolant level and automatic transmission oil level (where fitted) are maintained throughout 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 our office during our business hours, at or before the Date and Time Due Back overleaf 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 excepted), and must be clean and tidy (normal traffic grime excepted).

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 a claim form may be put on the register and made available to others.

Insurers and their agents reserve the right to confirm licence details with DVLA.

13. Governing Law

This agreement will be governed and dealt with by the prevailing laws in England and Wales and the legal system thereof.