



RENTAL AGREEMENT

9 The Hawthornes
Broad Oak
Brede
East Sussex
TN31 6EN
T: 0845 481 0610



Please do not smoke in this vehicle

IMPORTANT: This vehicle is not to be taken out of the United Kingdom (including Northern Ireland)

| | | | | |
|--|-----------|--|---------------|---------------|
| ACCOUNT NAME | ACC. NO. | 1. DRIVER'S NAME | DATE OF BIRTH | |
| HIRER'S FULL NAME | | DRIVER'S LICENCE No. | EXPIRY DATE | |
| HIRER'S PERMANENT ADDRESS | | OCCUPATION | TEST DATE | |
| | | 2. DRIVER'S NAME | DATE OF BIRTH | |
| | | DRIVER'S LICENCE No. | EXPIRY DATE | |
| TEL. HOME | | OCCUPATION | TEST DATE | |
| TEL. WORK | | 3. DRIVER'S NAME | DATE OF BIRTH | |
| VEHICLE DETAILS | | DRIVER'S LICENCE No. | EXPIRY DATE | |
| | | MAKE | MODEL | |
| REGISTRATION NO. | PLATE NO. | OCCUPATION | TEST DATE | |
| | | DATE OUT | TIME OUT | |
| | | DATE IN | TIME IN | |
| <p><i>HIRER'S OWN INSURANCE</i> complete if only using hirer's own insurance Insurance company Policy C. N. No I confirm that the hire will be covered by the Hirer's own insurance Hirer's Signature..... Date.....</p> | | | | |
| <p style="text-align: center;">INSURANCE PROPOSAL</p> <p>Note: You must give full and true answers to all the questions below. If you do not do so your insurance cover may not protect you in the event of a claim. Only drivers who have completed the hire form or an additional driver's form will be covered by this insurance. Some or all of the information which you supply to DH HIRE SOLUTIONS Taxi and Car Hire in connection with this company on computer. Information may be passed to other insurance companies or to any other recognised authority directly concerned with this type of insurance. Insurers maintain a Motor Insurance Anti-Fraud and Theft Register and exchange information with each other to prevent fraudulent claims. The driving of the hired vehicle will be limited to the hirer unless an Additional Driver's Form has been completed for each driver and accepted on behalf of the Company. If the Hirer is other than an individual, and Additional Driver's Form must be completed by each driver.</p> | | CHARGES | | |
| | | AMOUNT | | |
| | | Days@£ | | |
| | | x Additional Drivers | | |
| | | Delivery Fee | | £35.00 |
| | | Collection Fee | | £35.00 |
| | | Administration Fee | | £25.00 |
| | | CDW@£ per day | | |
| | | Sub Total | | |
| | | VAT. | | |
| | | Total Due / Refund | | |
| Have you: | | YES / NO | | |
| (a) Any endorsements or prosecutions pending? | | YES / NO | | |
| (b) during the past 5 years | | YES / NO | | |
| (i) been subject to a driving disqualification? | | YES / NO | | |
| (ii) been convicted during that period of any offence in connection with any other motor vehicle? | | YES / NO | | |
| (iii) had your licence endorsed for any fixed penalty offence? | | YES / NO | | |
| If YES to any of the above, give dates and full particulars | | | | |
| (Licensing Authority Offence Codes should also be quoted if known) | | £ <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REFUSED <input type="checkbox"/> | | |
| (c) during the past 3 years had any accident/loss in connection with any other motor vehicle? | | YES / NO | | |
| If YES, give dates and full particulars | | Signed for the Company | | |
| Do you suffer from: | | YES / NO | | |
| (a) diabetes, epilepsy, heart condition? | | YES / NO | | |
| (b) any other disease or physical infirmity which could impair the ability to driver | | YES / NO | | |
| If YES to either (a) or (b) above, give full particulars | | | | |
| Has any insurer ever refused you motor insurance or continuance thereof? | | YES / NO | | |
| If YES, give details | | Date <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/> | | |
| DECLARATION - Please read carefully the NOTE at the top of this Proposal and this Declaration before signing. | | | | |
| I/We hereby apply for a contract of insurance between DH HIRE SOLUTIONS TAXI AND CAR HIRE and myself/us. | | | | |
| I/We declare that the particulars in this Proposal are true to the best of my / our knowledge and belief. | | | | |
| I/We consent to the seeking of information from other insurers to check the answers I/We have provided, and I/We authorise the giving of such information for such purposes. | | | | |
| Hirer's Signature..... | | Date..... | | |
| STATEMENT OF LIABILITY- I acknowledge that during the currency of this rental agreement and any extensions thereof and for the purposes of section 1-5 of the Road Traffic Act 1974, I shall be liable as the owner of the vehicle let to me thereunder of the offences or any charges detailed in conditions overleaf. I hereby agree to hire the above on the terms and conditions set out herein and overleaf. | | | | |
| Signature of Hirer..... | | Date..... | | |

Terms and Conditions of Hire

Definitions

For the purpose of this agreement DH HIRE SOLUTIONS Tax and Car Hire is referred to as "The Lessor".

"The Hirer" means the person, firm or organisation by or on behalf of whom this agreement is signed.

"Claim for Damages" includes applications for default judgements, interim payment of damages or assessment of damages.

1. The Hirer will ensure that any authorised driver will comply with all the conditions of this agreement.
 2. The Lessor agrees to rent and The Hirer agrees to take the vehicle described overleaf on the conditions as set out in this agreement.
 3. The Hirer undertakes to return the vehicle in a clean condition with all tyres, tools, radio and other accessories in the same condition as when received, to the place and on the date as set down overleaf.
 4. The Hirer is responsible for all damage caused by misuse or negligence and for all tyre repairs or replacements, and for any broken windows and lights and for any damage to the interior of the vehicle. The Hirer must not make any repairs or modifications to the vehicle without our agreement.
 5. Where the hire is consequent upon the Hirer's own vehicle being unroadworthy, or undergoing repairs as a result of a road traffic accident:
 - i) The Lessor may at their discretion allow the Hirer to defer payment of the hire charges until any claim for compensation against the party responsible for the accident (Hereinafter referred to as the "Third Party") is concluded or for nine months from the date of this agreement whichever is the sooner, by one single instalment subject only to condition (6) hereunder and save also that if the hire charges remain unpaid for 14 days after the termination of the hire agreement then the hirer shall pay interest upon the whole due by way of hire charges and collision damage waiver (but not the VAT element) at the rate of 5%.
 - ii) above the Barclays Bank base rate for the time being in force.
 - iii) The Hirer will pay the hire charges as soon as reasonably possible.
 - iv) The Lessor shall have the right to pursue an action in the Hirer's name against the Third Party.
 - v) The Hirer shall secure the earliest recovery of the sum representing his claim for damages.The Lessor shall have the right to pursue an action through the county court and / or High Court and the Hirer must co-operate in the conduct of the action and, if required by the Lessor, attend any hearing that the Court appoints including any application to the Court for an interim payment which the Hirer undertakes to make as soon as possible to discharge the hire charges plus any interest upon the same that may have fallen due.
 6. In the event of a facility for payment being deferred being extended to the Hirer as aforesaid the Hirer hereby irrevocably instructs such solicitors as from time to time the Hirer might instruct to pursue any claim for compensation. In respect of any personal injury and / or inconvenience arising out of the accident the Hirer irrevocably instructs the solicitors to pay out of any compensation received the full amount of the hire charges incurred under this Hire Agreement, whether such hire charges be recovered in full or in part or not at all from the third party or the third party's insurer's.
 7. Where the Lessor allows the Hirer credit under condition (5) the rate charged for the hire of the vehicle shall be the daily rate for that vehicle as published in the Lessor's rental tariff valid at the commencement of the hire.
 8. Except where condition (5) applies, the Hirer will pay to the Lessor on demand all charges due under this agreement, plus Value Added Tax at the rate appropriate at the time of the hire.
 9. For Hirer's who do not arrange their own insurance, the Lessor will arrange comprehensive cover subject to an excess as stated overleaf. The excess may be set aside by the additional payment of a Collision Damage Waiver (CDW). It is a requirement of the policy that every accident no matter how minor, involving the vehicle be reported at once to the Lessor and that an accident report form be completed within 24 hours.
- The Hirer, or any Authorised Driver will:
- i) Obtain the names and addresses of the third party and any witness.
 - ii) Make no admission of liability.
 - iii) Deliver to the Lessor all summons, writs and documents received.
 - iv) Not aid or abet any claimant but to co-operate fully with the lessor and the insurance company in the investigation and defence of any claim.
10. The Hirer will at the request of the Lessor do all required by the Lessor and permit his name to be by the Lessor for enforcing any rights or remedies against the parties in connection with the vehicle.
 11. The vehicle will not be driven by any person:
 - i) Other than the Hirer or any Authorised Driver specified overleaf.
 - ii) Who is under the age 21 or over the age of 70.
 - iii) Who has not held a valid driving licence for a period of at least 12 months.
 - iv) Who is under the influence of alcohol or any substance which may impair their ability to drive.
 12. The vehicle will not be used:
 - i) For racing, pacemaking, reliability trials or speed testing.
 - ii) To propel or to tow any other vehicle or trailer.
 - iii) In violation of the provision of any act, order or regulation affecting the use, loading or connection of the vehicle or for any illegal purpose.
 - iv) Outside the United Kingdom mainland without the express agreement in writing of the Lessor.
 13. The Hirer will immediately inform the Lessor of any fault in the vehicle and will not use the vehicle whilst in an unroadworthy condition.
 14. The Lessor accepts no responsibility for delays or consequential losses from breakdown or from any other circumstance.
 15. In accordance with the Road Traffic Act 1974 Section 1-5, and Schedule 1 the Hirer shall be liable as the 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 a fixed penalty notice is issued; being on a road during the hours of darkness without the 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 a street parking place; and
 - (b) Any excess charge that may be incurred in pursuance of any order under section 35 and 36 of the Road Traffic Regulation Act 1967 (provision on highways of Parking places where charges are made). We may charge the Hirer a £50 administration fee on each occasion that such a fine, charge or penalty requires us to contact you which is payable immediately.
 16. If for any reason the vehicle described overleaf, or any other vehicle from time to time being the subject matter of this agreement, shall become unroadworthy for whatsoever reason, the Lessors shall have the right at their discretion and not otherwise, to replace the vehicle with an alternative vehicle of similar capacity and performance, but if no such alternative is available or if the Lessor shall decline to provide an alternative vehicle, then there shall be credited to the Hirer such proportion of hire charges paid by him as represents the unexpired proportion of the hire period, but shall have no other claim of any kind whatsoever against the Lessor.
 17. The Lessor will not waive any of his rights under this agreement except in writing signed by a duly authorised representative of the Lessor.
 18. This agreement may be terminated by either party given 25 hours notice and the vehicle being returned to the Lessor.
 19. Maximum rental of this agreement must not exceed 3 months.
 20. If the Hirer fails to return or arrange collection of the hire vehicle the Hirer must pay the Lessor an equal amount to the hire charges for each day or fraction of a day that the Hirer retains it, the Lessor may add that to the sum of the hire costs.

Miscellaneous

This agreement is governed by the law of England & Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute relating to it.

Where the Hirer is not the signatory to this agreement, the signatory warrants that he is authorised to sign on your behalf.

If any part of this agreement is found to be unenforceable for any reason, then for the purposes of the proceedings in which such a finding was made that part of the agreement shall be deemed to be severed from it to the extent only of such unenforceability, and the remainder of this agreement shall be continued in full force and effect unimpaired by such severance.