



MOTORCYCLE RENTAL AGREEMENT

Client Information

OR

Name: Deirdre Good

Address:

20 South Oak Road, Expedita consectetur

Et similique optio Qui est iusto volup

Phone: +1 (483) 713-8758

Email: wodovebit@mailinator.com

Nationality: Ut tenetur do illum

Charge Information

Deposit: 300.00

Weekly Rental: 80.00

Vehicle Information

Registration: GC18TJY

Make: BENELLI

Model: BN125

Engine: 125

Year: 2018

Colour: BLACK

**This Rental Agreement containing rental details is subject to the following terms and conditions:**

## **DEFINITIONS & GENERAL PRINCIPLES**

"You" and only "You" the customer is entering into this Agreement and who is entitled to ride/drive the vehicle

NEGUINHO MOTORS LTD. ("NEGUINHO MOTORS LTD") registered office at 4a Penwortham Road, London, England, SW16 6RE, a Company registered with the Companies House in England under Company Registration Number: 11600635 named in the Agreement. Herein referred to as "NEGUINHO MOTORS LTD", "We", "Us", "Our".

HI-BIKE4U LTD. ("HI-BIKE4U LTD") registered office at Flat 9 Gulliver Court, Columbine Avenue, South Croydon, England, CR2 6DX, a Company registered with the Companies House in England under Company Registration Number: 13406001 named in the Agreement. Herein referred to as "HI-BIKE4U LTD", "We", "Us", "Our".

"Vehicle" is the scooter or motorcycle that NEGUINHO MOTORS LTD or HI-BIKE4U LTD is hiring to you for the agreed duration of the Agreement and will include all parts and accessories fitted to it at the commencement of the "Damage" is any damage occurring to the Vehicle (including body, chassis, lights, mirrors and accessories) and any damage occurring to third party property where applicable.

## **PREREQUISITES: WHAT DO YOU NEED IN ORDER TO RENT A VEHICLE?**

You must hold and produce a valid UK driving licence or a driving licence issued by one of the 27 EU Countries (Belgium, Bulgaria, Croatia, Czech Republic, Estonia, Italy, Spain, Hungary, Ireland, Lithuania, Latvia, L Malta, Netherlands, Portugal, Romania, Slovenia, Sweden, Austria, Cyprus, Germany, Denmark, Finland, France, Greece, Poland, Slovakia) that is valid and has no more than 6 points. The driving licence must have been authorised by the authorities at least 12 months before the date of the commencement of the rental.

You must also present a valid identity card or a valid passport. Also, a proof of address not older than 3 months.

You confirm that you are aged 21 or over to hire the Vehicle under this Agreement and have held a driving licence for at least 12 months.

All customers must have a valid bank account to complete the hire agreement. Fail to comply with the requirements hire will not be successful.

## **THE VEHICLE**

### Condition of the Vehicle.

A description of the condition of the Vehicle has been shown as a Checklist video along with this Agreement and has been confirmed by you to be as is explained. You confirm that you have checked the condition of the

Vehicle and confirm that the condition matches the description of the Vehicle as per the Checklist video.

You undertake to return the Vehicle in the same condition as it was provided at the start of this Agreement save for normal wear and tear allowed. You are responsible for any repair or refurbishment costs that were not authorised to NEGUINHO MOTORS LTD or HI-BIKE4U LTD by you in writing at such times which results in NEGUINHO MOTORS LTD or HI-BIKE4U LTD having to suffer additional repair costs, charges, administration fees for which NEGUINHO MOTORS LTD or HI-BIKE4U LTD is entitled to retain your deposit or to invoice you for any additional amounts and payment must be made within 7 days to avoid enforcement actions.

#### Use of the Vehicle

The Vehicle must not be ridden or driven by anyone other than you and then only under the condition that your ability to ride/drive is not in any way impaired by mental or physical incapacity or restricted by the Law. If you wish to take the Vehicle outside the United Kingdom, you must seek prior authorisation & permission from NEGUINHO MOTORS LTD or HI-BIKE4U LTD in writing.

You must take care of the Vehicle, keep it in good repair and working condition, pay any fines for which you may be liable, reimburse NEGUINHO MOTORS LTD or HI-BIKE4U LTD for any damage to the Vehicle, and refund NEGUINHO MOTORS LTD or HI-BIKE4U LTD for any costs it incurred.

You must only refuel the Vehicle with the correct type of fuel. You are responsible for the costs of fuel during the term of the Agreement.

During the term of this Agreement; you must carry out the usual vehicle safety and maintenance checks (roadworthy state, tyre wear and tear, engine oil level, tire pressure, etc.) as would any careful user and you must follow the maintenance cycle of the Vehicle as stated in the maintenance guide or advised by NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

When parking the Vehicle, even for a short period, you must lock it and make sure it is parked in an appropriate designated parking area. You must never leave the Vehicle unattended with the keys in the ignition. No return of the keys will cause invalidation of the theft cover and you will be responsible for the cost of repairs and/or replacement of the vehicle to NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

You undertake to use the Vehicle in a responsible manner and beware of UK's driving laws.

You must not use the Vehicle under any of the following conditions or for any of the following purposes:

Driving the Vehicle under the influence of alcohol, drugs, or any other type of illegal substances, any medication which will impair your driving abilities.

Transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances.

Carrying anything which, because of its smell or condition, causes damage to the Vehicle leading to financial losses to NEGUINHO MOTORS LTD or HI-BIKE4U LTD before the Vehicle can be rented again.

Transportation of live animals, with a roof rack, luggage carrier or similar, unless supplied or authorised by NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

Re-rent to or use by others.

Carrying passengers for hire or reward.

Participating in rallies, competitions, or trials, wherever they may take place.

Give driving lessons.

Pushing or towing another vehicle or exceeding the authorised load weight.

Traveling on non-paved roads or on roads the surface or state of repair of which could put the vehicle's wheels, tires, or its under body mechanics at risk.

Intentionally committing any offence.

None of the goods and baggage carried in or on the Vehicle, including their packing and storage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk.

in any way which breaks the highway Code, road traffic laws or any other laws.

You will be liable for any offence committed during the rental period which relates in any way to your use of the Vehicle, as if you were the owner of the Vehicle. Upon a Police request or any official body NEGUINHO MOTORS LTD or HI-BIKE4U LTD may have to share your personal data. Such share of personal data will be done in accordance with the data protection Laws of the country of rental.

You shall keep the vehicle free from any legal process or encumbrance whatsoever. You shall not allow the vehicle to be seized in any distress or sequestration for the duration of the rental period or otherwise or any execution diligence by an appointed officer under any mortgage charge or other encumbrance.

#### Maintenance, Mechanical Problems and Accidents

The Vehicle has been provided to you with a full set of tires. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it immediately at your own expense with same dimensions, type, and wear characteristics. Preferable at one of NEGUINHO MOTORS LTD or HI-BIKE4U LTD workshop.

A mandatory maintenance of the vehicle must be carried out every 1000 miles. You agree that you shall arrange for the vehicle's maintenance to be carried out by our garage NEGUINHO MOTORS LTD or HI-BIKE4U LTD, and such maintenance shall be carried out at every 1000 miles.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD does not allow for the maintenance or repairs to be carried out by any other repairers/garages due to safety reasons and for the purposes of warranty, indemnity. A breach of this condition is treated as a 'material breach' of the Agreement.

You must stop the Vehicle if any of the warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else which may indicate a mechanical problem with the Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, you must stop the Vehicle and notify NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

By signing this Agreement, you confirm that the Vehicle provided to you under this Agreement is roadworthy and fit for normal or commercial use. If it becomes un-roadworthy or unfit for normal or commercial use during this Agreement because of mechanical breakdown or accident that is not your fault, you undertake to inform NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD holds the right to choose between replacing the Vehicle or accepting repairs to be done to the Vehicle at one of NEGUINHO MOTORS LTD or HI-BIKE4U LTD garages whichever is more economical and most efficient way for NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

You undertake to inform NEGUINHO MOTORS LTD or HI-BIKE4U LTD of all accidents, damage to or breakdowns of the Vehicle, even those which may already have been repaired, when you return the Vehicle. You accept and you will remain liable for any damages to the Vehicle and any other costs incurred to NEGUINHO MOTORS LTD or HI-BIKE4U LTD during your rental period.

In any case, neither NEGUINHO MOTORS LTD or HI-BIKE4U LTD nor its directors, officers or employees will be liable to you for any loss or damage (including but not limited to loss of profit or earnings) nor, to the extent permitted Law, for indirect consequential damages whether your action is based on Agreement or in tort.

You shall immediately report to NEGUINHO MOTORS LTD or HI-BIKE4U LTD, any accident in which the vehicle is involved and shall deliver to the Lessor or its insurer if so, directed by NEGUINHO MOTORS LTD or HI-BIKE4U LTD all correspondence, notices or communications received by you in relation to the Vehicle.

You shall provide detailed witness statement of such incident/accident involving the vehicle to NEGUINHO MOTORS LTD or HI-BIKE4U LTD in writing within 5 days of the accident or incident.

You shall co-operate with NEGUINHO MOTORS LTD or HI-BIKE4U LTD in making claims against third-party, third-party insurers or any other person, company, or entity in respect of recovery of damage to NEGUINHO MOTORS LTD or HI-BIKE4U LTD's vehicle.

If you fail to notify NEGUINHO MOTORS LTD or HI-BIKE4U LTD of such incident/accident involving the vehicle or fail to co-operate or provide written statement to us, NEGUINHO MOTORS LTD or HI-BIKE4U LTD reserves the right to recover its damages and losses including legal costs from you. Failing to comply with the requirements of this agreement or failing to inform NEGUINHO MOTORS LTD or HI-BIKE4U LTD of any such claims against you or NEGUINHO MOTORS LTD or HI-BIKE4U LTD in respect of the vehicle used including but not limited to claims made by third party, highways agency or any

other party will be a breach of this agreement and you will be liable for all cost, fines and fees. The above clause is your continuing duty to provide information in the event of any incident/accident involving the vehicle and it shall remain in force even after the termination of this Agreement until such accident/incident claims have been fully satisfied or resolved.

#### Breakdown Assistance

For the duration of this Vehicle Rental Agreement, NEGUINHO MOTORS LTD or HI-BIKE4U LTD offers you the benefit, of a Breakdown and Assistance Service only if it does not involve any of the following:

Motorcycle without fuel.

Incorrect fuel used to refill the tank.

Keys have been lost due to customer's fault.

Problems arising from the lack of maintenance of the motorcycle due to customer's fault.

Incident/Accident due to customer being fault.

Discharged battery.

Tyre punctured.

If Breakdown and Assistance Service is requested and any of the followings are involved, an additional charge of £100.00 plus VAT will be charged by NEGUINHO MOTORS LTD or HI-BIKE4U LTD in addition to any breakdown assistance services provided related to the request.

Breakdown and Assistance Service is only available from Monday to Friday from 9am to 5pm and Saturday from 9am to 4pm. If required, this service can be contacted by calling the telephone number indicated on the Agreement. Out of hours breakdown assistance services are available at premium rates.

#### Offences, Penalties, Fines and other charges

You shall be liable to the third parties and to NEGUINHO MOTORS LTD or HI-BIKE4U LTD as if you were the owner of the vehicle in respect of;

Any of the following offences which may be committed in relation to the vehicle when it is stationary and a fixed penalty notice is issued; being on the road not in working condition or not meeting the legal requirements; or being left or parked, or being loaded or unloaded without displaying the appropriate parking permit;

Any fixed penalty offence committed in respect of that vehicle under Part III of the Road Traffic Offenders Act 1988 as amended, replaced, or extended by any subsequent legislation or orders and any such offence under the equivalent legislation applicable to Scotland, Northern Ireland, or other parts of the British Isles;

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.

You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which NEGUINHO MOTORS LTD or HI-BIKE4U LTD is charged, unless they have arisen through the fault of NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

You shall defend indemnity and hold harmless NEGUINHO MOTORS LTD or HI-BIKE4U LTD from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of or connected possession or use of the vehicle during the rental term (except those covered by the insurance provided hereunder by the Lessor) and caused by negligence or non-observance of the agreement on the part of the driver, agents or employees including but not limited to any and all claims of liabilities to third party arising out of the abandonment, conversion, secretion, concealment or unauthorised disposal of the vehicle by the driver, agents or employees or the confiscation of the vehicle by any government authority for illegal or improper use of the said vehicle.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD shall not be liable for loss or damage to any property of you or any person who may have been in or on the vehicle either before or after its return to NEGUINHO MOTORS LTD or HI-BIKE4U LTD or not related to the negligence of NEGUINHO MOTORS LTD or HI-BIKE4U LTD or agent, servant, or employee. You shall assume all risk of such loss or damage and waive all claims therefore against NEGUINHO MOTORS LTD or HI-BIKE4U LTD defend indemnity and hold NEGUINHO MOTORS LTD or HI-BIKE4U LTD harmless from all claims arising out of such damage.

You agree and confirm that NEGUINHO MOTORS LTD or HI-BIKE4U LTD will charge you an administrative fees of £15.00 excluding VAT per transaction in addition to any penalty charge notices, fines, fixed fines or any other and penalties received by NEGUINHO MOTORS LTD or HI-BIKE4U LTD during the period of use and incurred by you as a result of the use of the Vehicle.

## RENTAL PERIOD

### Principle and Calculation

You undertake to return the Vehicle to NEGUINHO MOTORS LTD or HI-BIKE4U LTD at the place of return of the Vehicle as mentioned on the Rental of this Agreement unless NEGUINHO MOTORS LTD or HI-BIKE4U LTD notifies you of a different address for the return of the Vehicle.

Under no circumstances you are allowed to return the Vehicle to any other location other than the agreed location, return date and time. In the event where you do not return the vehicle as per the terms of this Agreement you are personally responsible for any damage, theft or recovery costs incurred for the Vehicle by NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

Indefinite terms: Prior to the returning of the Vehicle, you must obtain confirmation from NEGUINHO MOTORS LTD or HI-BIKE4U LTD in respect of the return of the Vehicle at the agreed date, time, and address.

## **Extension of the Original Duration of the Rental**

Should you wish to keep the Vehicle for a period longer than that originally set out in the Agreement, you must attend the NEGUINHO MOTORS LTD or HI-BIKE4U LTD offices to obtain written approval from NEGUINHO MOTORS LTD or HI-BIKE4U LTD and if granted such approval by NEGUINHO MOTORS LTD or HI-BIKE4U LTD; all amendments in the Agreement between all involved parties must be done at least 7 days prior to the expiry of this Agreement.

The Vehicle must be insured on the date of this Agreement and throughout the duration of the agreement or any further extension of the Agreement, whichever is later. Unless otherwise agreed in writing by NEGUINHO MOTORS LTD or HI-BIKE4U LTD, once this period is passed, you will remain liable for any damages to NEGUINHO MOTORS LTD or HI-BIKE4U LTD including but not limited to insurance costs, excess charges, damage or theft and any administration fees incurred by NEGUINHO MOTORS LTD or HI-BIKE4U LTD on your behalf.

## **Delivery and Collection Terms**

Where you request NEGUINHO MOTORS LTD or HI-BIKE4U LTD and NEGUINHO MOTORS LTD or HI-BIKE4U LTD agrees to deliver the Vehicle or to collect the Vehicle, you may have to pay additional charges which shall be provided by NEGUINHO MOTORS LTD or HI-BIKE4U LTD to you prior to making such delivery or collection at such times.

You undertake to return the Vehicle immediately if NEGUINHO MOTORS LTD or HI-BIKE4U LTD requests it. In the event that the Vehicle is not delivered to NEGUINHO MOTORS LTD or HI-BIKE4U LTD upon request; you hereby give permission to NEGUINHO MOTORS LTD or HI-BIKE4U LTD to enter your premises by any means necessary to repossess the Vehicle or to recover any financial losses. You will be liable for any costs associated with such repossession. NEGUINHO MOTORS LTD or HI-BIKE4U LTD may repossess any vehicle without notice or liability where NEGUINHO MOTORS LTD or HI-BIKE4U LTD deems that such repossession is necessary for its own protection.

When you return the Vehicle, the checklist video will be reviewed to ensure it is returned in the same condition along with the mileage reading. You must also do anything else deemed necessary in relation to returning the rental Vehicle, which NEGUINHO MOTORS LTD or HI-BIKE4U LTD may request as a condition of return of the Vehicle.

## **End of Rental**

The end of the rental is defined by the return of the Vehicle and of its keys to the NEGUINHO MOTORS LTD or HI-BIKE4U LTD at the agreed date, time and location. This must be done by contacting NEGUINHO MOTORS LTD or HI-BIKE4U LTD with a 7 day minimum notice period before you intend to end the rental. Under no circumstance you should give the keys to any person present at the NEGUINHO MOTORS LTD or HI-BIKE4U LTD location and who you assume or who purports to be a NEGUINHO MOTORS LTD or HI-BIKE4U LTD employee within the working hours, unless instructed in writing.



If the Vehicle is returned without its keys, you will be invoiced for the cost of the replacement keys and any administration fee of up to £90.00 excluding VAT. Under no circumstances will NEGUINHO MOTORS LTD or HI-BIKE4U LTD accept any liability for articles that may have been left in the Vehicle at the end of the rental.

Fees will be due for any equipment that is not returned or is not returned in the condition expected.

In the event of confiscation, theft, or accident

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, you undertake to immediately and without fail; inform NEGUINHO MOTORS LTD or HI-BIKE4U LTD in writing. NEGUINHO MOTORS LTD or HI-BIKE4U LTD will then be entitled to take all measures which it deems necessary to protect its interests. You will be liable for all damage, cost and/or expenses associated with the above measures and for any consequential damages to the Vehicle unless it is demonstrated that NEGUINHO MOTORS LTD or HI-BIKE4U LTD is solely responsible for such confiscation or impounding of the Vehicle.

You confirm and acknowledge that this Agreement may be automatically terminated as soon as NEGUINHO MOTORS LTD or HI-BIKE4U LTD is informed of such action by the legal authorities.

Any use of the Vehicle which may be detrimental to NEGUINHO MOTORS LTD or HI-BIKE4U LTD will entitle NEGUINHO MOTORS LTD or HI-BIKE4U LTD to automatically terminate this Agreement with immediate effect. You must return the Vehicle immediately as soon as NEGUINHO MOTORS LTD or HI-BIKE4U LTD requests it.

In the event of theft of the Vehicle, the Agreement will be terminated as soon as NEGUINHO MOTORS LTD or HI-BIKE4U LTD has received a copy of the theft declaration made by you to the police.

In the event of an accident, the Agreement will be terminated as soon as NEGUINHO MOTORS LTD or HI-BIKE4U LTD has received a copy of the accident report completed by you and, where applicable, by the third party. Furthermore, you confirm and acknowledge that NEGUINHO MOTORS LTD or HI-BIKE4U LTD will have no responsibility for losses, theft, robbery, or damage of whatever nature relating to objects and/or utensils transported or within the Vehicle including baggage and/or goods.

In case of a loss, theft, robbery or damage an excess fee of £1000.00 will be applied to the charges.

If you receive any points on your driving licence or if you are disqualified to drive/ride, you must immediately contact NEGUINHO MOTORS LTD or HI-BIKE4U LTD as soon as you become aware of it and you must return the Vehicle to NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

## **RATES & TERMS OF PAYMENT**

### Rates

The total charge for the rental is detailed on the Schedule of Rental that forms part of this Agreement.

### Terms of Payment

The reserve fee paid via website reserves the vehicle for 48 hours. The deposit must be paid on the vehicle's collection date. Deposits and reservation fees are non-refundable.

All payments for the Indefinite Period contract must be made via credit or debit card, which will be deducted from the clients account on the agreed date. When payment is made by means of Payment Deduction Authority whereby you authorise the Third party to pay or authorise NEGUINHO MOTORS LTD or HI-BIKE4U LTD to charge a Third party for any money owed, your authorisation will remain in force until the expiry of this Agreement or any further extension of the Agreement, whichever is later.

Such Payment Deduction Authority shall form part of this Agreement and in the event that NEGUINHO MOTORS LTD or HI-BIKE4U LTD does not receive the rental payment from such third parties so named in the Payment Deduction Authority for any period or periods, you are personally liable to pay such outstanding rental charges to NEGUINHO MOTORS LTD or HI-BIKE4U LTD immediately and you must ensure that the charges are paid in no later than 2 days after its due.

The fees applicable to the rental and to the additional services are those which are in force on the date of issue of this Agreement and correspond to the characteristics you originally indicated at the time of reservation, rental type, duration, points on your driving licence, previous accident history including fault or non-faults. Any modification in the characteristics may incur additional rental charges.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise NEGUINHO MOTORS LTD or HI-BIKE4U LTD to require immediate return of any vehicle and to terminate the agreements relating to such rentals.

## **MILEAGE**

Mileage on the vehicle will be limited as follows:

Allowance 120 miles per day and any extra mileage on the vehicle will be subject to an excess mileage surcharge of £0.05 per additional mile.

## **INSURANCE**

It is the customers' responsibility to insure the rented vehicle under this agreement against Bodily Injury and/or Property Damage that they might inflict on a third party as a result of an accident involving the Vehicle.

The customer is responsible for ANY changes in the insurance policy.

The customer is responsible to keep the policy updated with the current registration number VRM.

In case of vehicle impounded because of wrong insurance or/and wrong doing, NEGUINHO MOTORS LTD or HI-BIKE4U LTD must be informed immediately, a charge of £700 will be applied. In particular, you must comply with the rule concerning permitted use in order to have the full benefit of the insurance provisions.

Liability in the Event of Damage to the Rental Vehicle or Theft or Conversion thereof

You confirm and acknowledge that you will be liable for any damages to NEGUINHO MOTORS LTD or HI-BIKE4U LTD when renting the Vehicle that has been entrusted to you under this Agreement.

Therefore, in the event of theft of the Vehicle or damages caused to it due to your own negligence or not, carelessness, or fault, you must fully indemnify NEGUINHO MOTORS LTD or HI-BIKE4U LTD (the indemnification will include the repair costs, resale value of the Vehicle, loss of use, administration fees).

You confirm and acknowledge that NEGUINHO MOTORS LTD or HI-BIKE4U LTD has advised you that any insurance cover you may have been provided under NEGUINHO MOTORS LTD or HI-BIKE4U LTD's fleet insurance policy will be invalidated if you fail to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse it.

You confirm and acknowledge that you will not be exempt from liability towards NEGUINHO MOTORS LTD or HI-BIKE4U LTD in case of breach of this Agreement. Therefore, you will be responsible for any financial losses NEGUINHO MOTORS LTD or HI-BIKE4U LTD suffers as a result of such breach and for any relevant claims made by other people. You agree to reimburse any amount to NEGUINHO MOTORS LTD or HI-BIKE4U LTD spent enforcing these terms.

THEREFORE, IN ANY CASE, NEITHER NEGUINHO MOTORS LTD or HI-BIKE4U LTD. NOR ITS OFFICERS, DIRECTORS, EMPLOYEES WILL BE LIABLE IN THIS AGREEMENT FOR ANY AMOUNT, NEITHER ANY LAWSUITS NOR CLAIMS RELATED TO ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES (SUCH AS LOSSES OF BUSINESS, LOSSES OF PROFIT) ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY VEHICLE UNDER THIS AGREEMENT WHETHER THE ACTION IS BASED ON AGREEMENT OR IN TORT. YOU CONFIRM AND ACKNOWLEDGE TO INDEMNIFY AND HOLD NEGUINHO MOTORS LTD or HI-BIKE4U LTD HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF THE RENTAL AND/OR THE USE OF THE VEHICLE.

#### **DATA PROTECTION LAW – Data Protection Act (DPA)**

The parties understand and confirm that that during the performance of this Agreement as well as the rental process, NEGUINHO MOTORS LTD or HI-BIKE4U LTD collects some personal data including but not limited to addresses, contact details, date of birth, driver's licence details, DVLA records. It is mandatory to provide all the information and documents requested. Failing to provide all information and documents required will invalidate this Agreement.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD warrants that in performing its obligations under this agreement it will comply with all relevant requirements of any applicable Data Protection Legislation, including compliance with the requirements relating to the notification by data controllers under the Data Protection Act 2018 (DPA);

the data protection principles set out in Schedule 1 to the DPA; and requests from data subjects for access to data held by it.

## **SEVERANCE**

If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the possible, achieves the intended commercial result of the original provision.

## **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **AUTHORITY**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation. This agreement has been entered into on the date stated at the beginning of it.

You confirm and acknowledge that you have had every opportunity of becoming acquainted with the terms and conditions of this Agreement set out above and undertake to provide any information requested as a per this Agreement to NEGUINHO MOTORS LTD or HI-BIKE4U LTD within 48 hours of the date of this Agreement.

## **MISSING PAYMENTS**

In the event of non-payment by the customer on the rental due date, the vehicle may be immobilised until payment is made, furthermore, the vehicle maybe repocessed within two days if the outstanding balance has not been cleared in full at which point, this Agreement will be terminated. The deposit, in case of rentals, will be used to cover recovery costs, outstanding charging fees and any charges imposed to NEGUINHO MOTORS LTD or HI-BIKE4U LTD including fines or charges payable to third party.

You acknowledge and confirm that any delay in the payment of such, rental charges, or non-payment by you will render this Agreement terminated by NEGUINHO MOTORS LTD or HI-BIKE4U LTD and you will be required to return the Vehicle immediately to NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

You agree that, for the Rent to Buy or Rental customers, failure to pay on time will incur late payment fees. A £20 fee is added each day, after the first day until the outstanding balance on the account have been paid in full.

Please see the overdue payment fees table charges below:

DAY 1 £10.00

DAY 2 £30.00

DAY 3 £50.00  
DAY 4 £70.00  
DAY 5 £90.00  
DAY 6 £110.00  
DAY 7 £130.00

The company has a zero-tolerance policy for overdue payments and is not going to accept any kind of excuse.

## **VEHICLE REPOSSESSION**

In case of repossession for any reason, a fee of £100 will be applied.

In case of a Rent to Buy vehicle's repossession, NEGUINHO MOTORS LTD or HI-BIKE4U LTD will release back the vehicle to the customer only if the total outstanding is paid in full including all fees and charges. That meaning the full price to be paid on the Rental and any other amount outstanding, be it PCNs or other services or accessories purchased. The customer who had the vehicle repossessed will have 10 days to clear the total outstanding to continue with this Agreement. If the outstanding amount have not been cleared after 48 hours the vehicle will be made available and may be allocated to another customer and no refund will be issued.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD does not take any responsibility for any belongings left on the vehicle repossessed.

In case NEGUINHO MOTORS LTD or HI-BIKE4U LTD finds illegal items inside the vehicle repossessed, the Metropolitan Police will be notified with the customer's details.

The customer is aware and agrees that NEGUINHO MOTORS LTD or HI-BIKE4U LTD does not take responsibility for any damages caused to customer's belongings during a repossession of a vehicle owned by NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD, being the vehicle's keeper, has the right to repossess the vehicle when deemed necessary.

## **CUSTOMER DEPOSIT**

The Deposit for the rentals will be held by NEGUINHO MOTORS LTD or HI-BIKE4U LTD for 20 days upon the vehicle return date. NEGUINHO MOTORS LTD or HI-BIKE4U LTD does not take the responsibility per delays caused by the bank regards to the system of refunds.

The Rent to Buy plan does not include a deposit. The amount deducted on the first payment is an UPFRONT/SET UP COST Payment and is not refundable under any circumstances.

## **PENALTY CHARGE NOTICES (PCN)**

NEGUINHO MOTORS LTD or HI-BIKE4U LTD will inform the customer about the PCNs received. The customer must pay them immediately and send the proof of payment to NEGUINHO MOTORS LTD or HI-BIKE4U LTD.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD has the right to make an appeal to transfer the liability of PCNs when deemed necessary. NEGUINHO MOTORS LTD or HI-BIKE4U LTD will use the information provided by the customer. It is the customer's responsibility to keep NEGUINHO MOTORS LTD or HI-BIKE4U LTD updated in case of change of address.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD will charge £15 fee per each PCN received on top of the PCN amount.

## **CUSTOMER INTIMIDATION**

NEGUINHO MOTORS LTD or HI-BIKE4U LTD has the right to deny service to any customers that may have caused issues in the past.

NEGUINHO MOTORS LTD or HI-BIKE4U LTD staff will not tolerate intimidation or any kind of threat from customers. The metropolitan police will be notified under the Offences against the Person Act 1861, United Kingdom.

## **LANGUAGE**

NEGUINHO MOTORS LTD or HI-BIKE4U LTD will not accept liability on claims based on language barriers. It is the customers' full responsibility to read and understand this agreement. NEGUINHO MOTORS LTD or HI-BIKE4U LTD does not offer English translators.

## **INSURANCE INQUIRY**

NEGUINHO MOTORS LTD or HI-BIKE4U LTD staff is not authorized to help any customer with any kind of enquiry related to the vehicle insurance. It is the customers' full responsibility to provide proof of cover and liaise with the insurance company regarding any enquiries they may have.

## **KEY POINTS ON THE RENTAL AGREEMENT**

THE COMPANY IS GOING TO CHARGE THE CUSTOMER ABOUT ANY DAMAGE OR SITUATION BASED ON THE LIST OF PRICES BELOW:

MIRROR DAMAGE £35.00

LEVER LEFT DAMAGE £15.00

LEVER RIGHT DAMAGE £15.00

FRONT TIRE DAMAGED £60.00

REAR TIRE DAMAGED £60.00 PUNCTURE £5.00 (each)

FRONT WHEEL £235.00

REAR WHEEL £190.00

PIZZA BOX DAMAGE £45.00

RACK DAMAGE £105.00  
BODY DAMAGE FRONT £260.00  
HEADLIGHT DAMAGE £195  
BODY DAMAGE LEFT SIDE £105.00  
BODY DAMAGE LEFT SIDE REPAIRABLE £45.00  
BODY DAMAGE RIGHT SIDE £105  
BODY DAMAGE RIGHT SIDE REPAIRABLE £45.00 (each)  
BODY DAMAGE REAR £105.00  
FOOTREST £55.00  
FRONT COMPARTMENT LEAD OR USB CONNECTOR £40.00  
DASHBOARD BODY DAMAGE £115.00  
DASHBOARD £160.00  
TAILLIGHT DAMAGE £70.00  
INDICATOR LIGHT DAMAGE £50.00  
ENGINE DAMAGE £1000.00  
REAR SUSPENSION DAMAGE £95.00 (each)  
CHASSIS/FRAME DAMAGE £535.00  
FORK DAMAGE £95 (each)  
RECOVERY BECAUSE OF MISSING PAYMENTS £100.00  
BIKE WASH - DIRTY CONDITIONS £20.00  
ADMINISTRATION FEE £40.00  
FINE ADMIN FEE £15.00

ANY EQUIPMENT RENTED WITH THE VEHICLE WILL BE CHARGED THE RRP IF DAMAGED OR MISSING.

VEHICLE WILL BE COLLECTED AFTER 48h IN CASE OF PAYMENT DECLINED. CHARGES WILL BE APPLIED

CUSTOMER WILL BE CHARGED FOR ANY PENALTY CHARGE NOTICE OR SPEED TICKETS. EXTRA CHARGES MAY BE APPLIED. THE COMPANY IS NOT RESPONSIBLE FOR ANY PCN THAT HAVE BEEN LOST OR UNSEEN BY THE CUSTOMER.

THE COMPANY IS NOT RESPONSIBLE FOR ANY TIRE DAMAGE

THE CUSTOMER IS RESPONSIBLE TO BOOK AND TAKE THE VEHICLE FOR SERVICE AT NEGUINHO MOTORS LTD or HI-BIKE4U LTD ANY DEBT NOT CLEARED WILL BE SENT TO THE COURT FOR PROSECUTING PROCEDURES

THE SECURITY DEPOSIT WILL BE HELD BY THE COMPANY FOR 20 DAYS AFTER THE VEHICLE RETURN

WE DO RECOMMEND OUR CUSTOMERS TO TAKE PICTURES OF THE VEHICLE UPON COLLECTION



I accept the Terms and Conditions applicable to this Rental Agreement without any exception or reservation.

Name: **Deirdre Good**

Date Signed: 31/07/2023

Signature:

A handwritten signature in black ink, consisting of a stylized 'D' and 'G'.