

<div>Wallis &amp; Son Ltd T/A Active Rentals</div> <div><div>ACTIVE RENTALS</div><div>Cavendish House Cambridge Road Barton Cambridge CB23 7AW VAT No.: 299 7548 75 Tel. No.: 01223 265220 Fax. No.: 01223 262912 Email: enquires@active-rental.com</div></div> <div>Co Reg. No.: 292023</div>			<div>Rental Agreement</div> <div>H500624</div>		
<div>Hirer/Account</div> <div>Account No.</div> <div>Order Ref.</div>			<div>Vehicle Reg. No.</div> <div>BT56EBD</div>		
<div>Driving Lic. No. HURST857051CS9CA</div> <div>D.O.B. 05/07/1981</div> <div>Test Date 23/10/2002</div> <div>Categories B,B1</div> <div>Issued No.</div> <div>Issued By DVLA</div> <div>Expiry 04/07/2051</div>			<div>Make</div> <div>NISSAN</div> <div>Model</div> <div>NAVARA DCI OUTLAW</div>		
<div>Hirer's Name/ Contact</div> <div>MISS CATHERINE SOPHIE HURST</div> <div>Occupation</div> <div>MANAGER</div>			<div>Group</div> <div>UTILI</div> <div>Charge</div> <div>UTILI</div> <div>Booking Ref</div> <div># 8971</div>		
<div>Billing/ HO Address</div> <div>CHRIST'S COLLEGE BOAT CLUB</div> <div>CHRIST'S COLLEGE</div> <div>CAMBRIDGE</div> <div>CAMBRIDGESHIRE</div> <div>CB3 8DQ</div>			<div>Spare</div> <div>Y</div> <div>Tools</div> <div>Y</div> <div>Radio</div> <div>Y</div> <div>Other</div> <div>Y</div>		
<div>PLEASE SEE WWW.WALLISANDSON.CO.UK FOR MORE GREAT OFFERS, HAVE A SAFE JOURNEY, THANK YOU FOR YOUR CUSTOM</div>			<div>Identification</div>		
<div>HIRER ACCEPTS FULL LIABILITY FOR ANY OVERHEAD DAMAGE</div>			<div>Delivery:</div>		
<div>Licence Address</div> <div>CHRIST'S COLLEGE BOAT CLUB</div> <div>CHRIST'S COLLEGE</div> <div>CAMBRIDGE</div> <div>CAMBRIDGESHIRE</div> <div>CB3 8DQ</div>			<div>Collection :</div>		
<div>Contact Address</div> <div>CHRIST'S COLLEGE BOAT CLUB</div> <div>CHRIST'S COLLEGE</div> <div>CAMBRIDGE</div> <div>CAMBRIDGESHIRE</div> <div>CB3 8DQ</div>			<div>Damage Out :</div> <div>Fuel Out</div>		
<div>Tel. No.: 01223 361057</div> <div>Fax. No.:</div> <div>Mobile No.:</div>			<div>Recovery Details</div> <div>Tel.:</div> <div>Mem No.:</div>		
<div>Credit Card Details</div> <div>Type: VISA DEBIT</div> <div>Card No.: 4659xxxxxxx5881</div> <div>Exp. Date: 11/2014</div> <div>Card Name: HURST</div>			<div>Return Location</div> <div>Site: Active Rentals</div>		
<div>Additional Drivers</div> <div>Name :</div> <div>Lic. No.:</div> <div>Issued By:</div> <div>Exp. Date:</div> <div>DOB:</div> <div>Cat:</div>			<div>Charge From</div> <div>14/03/2014</div> <div>08:30</div> <div>Miles</div>		
<div>Insurance Details</div> <div>Do you wish the Lessor to insure the vehicle?</div> <div>Yes</div> <div>Have you had any proposals declined, a policy cancelled or renewal refused or been required to pay an increased premium or had special conditions imposed by any motor insurer?</div> <div>No</div> <div>Have you any physical or mental defect or infirmity or suffered from diabetes, fits or any heart complaint?</div> <div>No</div> <div>Do you have any current convictions for any motoring offence (except parking)?</div> <div>No</div> <div>If YES see panel below.</div> <div>Conv. Date Fine Pts</div>			<div>Charge To</div> <div>17/03/2014</div> <div>18:00</div> <div>Miles</div>		
<div>Do you wish to add any motoring accident details that have occurred in the last 3 years?</div> <div>No</div> <div>If YES see panel below.</div> <div>Claim No. Own Damage Third Party Outstanding</div>			<div>Due Back</div> <div>17/03/2014</div> <div>18:00</div> <div>Miles</div>		
<div>I declare that the information in this proposal is to the best of my knowledge and belief correct and complete in every detail and that no information has been withheld which might influence the acceptance of this proposal which with this declaration shall form the basis of the contract of insurance.</div> <div>Signature: _____</div> <div>Print Name: _____</div>			<div>Actual Pickup</div> <div>14/03/2014</div> <div>08:30</div> <div>Miles</div>		
<div>Liability Statement</div> <div>I hereby acknowledge that during the currency of the hiring agreement I shall be liable as the owner of the vehicle let to me thereunder in respect of:</div> <div>a.) Any fixed penalty offence or contravention in respect of that vehicle under part III or section 66 of Road Traffic Act 1988 including congestion charging and b.) Any excess parking charge which may be incurred in respect of that vehicle in pursuance of an Order under section 45 and/or 46 of the Road Regulation Traffic Act 1984 (as amended) c.) Any penalty charge incurred under the Road Traffic Act 2004.</div> <div>I also acknowledge that this liability shall extend to any other vehicle let to me under the same hiring agreement and to any period by which the original period of hiring may be extended. I hereby agree to hire the above vehicle on the Terms &amp; Conditions set out herein &amp; overleaf and confirm that if payment hereunder is to be made by credit or charge card my signature below shall constitute authority to debit my nominated credit or charge card company with the total due amount plus any administration charges, extensions or additional charges resulting from this rental.</div>			<div>Actual Return</div> <div>_____</div> <div>_____</div> <div>_____</div>		
<div>Signature Hirer _____</div> <div>Signature Lessor _____</div> <div>Date _____</div>			<div>Driven</div> <div>_____</div> <div>_____</div> <div>_____</div>		
			<div>Payments</div> <div>VISA DEBIT 11/02/2014 £180.00</div> <div># 8974 Payment</div>		
			<div>Charges</div> <div>Description Total</div> <div>Rental (4 x Days @ £45.00) £150.00</div> <div>Total Charges £150.00</div> <div>V.A.T. @ 20 % £30.00</div> <div>TOTAL £180.00</div> <div>Max 8 charge items shown</div>		
			<div>I understand the Operators Licence requirements and agree that the vehicle is not to be used for commercial purposes for which an Operator's Licence would need to be held. I agree that if the vehicle is detained by the vehicle inspectorate for illegal use that I will be responsible for any charges incurred in restoring the vehicle, and any loss of income incurred by the rental company.</div> <div>Operator's Licence Yes / No</div> <div>Operator's Licence No. _____</div> <div>Checked: _____</div>		

Cars & Vans - Rental Agreement terms & conditions

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

Hirer: The person named as such overleaf.

Driver: The Hirer and/or other person named as such overleaf or any other person specifically approved by the Lessor to drive the vehicle during the duration of this agreement.

Vehicle: The original vehicle described overleaf or any replacement vehicle.

Accessories: The spare wheel, tools or another items with which the vehicle is supplied and any replacements thereof.

Rental Period: The period from the date and time out stated overleaf until the re-delivery of the vehicle into the physical custody of the lessor.

Rental Charges: The hire charges for the rental period calculated in accordance with the lessor's current tariff.

Refuelling Charge: A surcharge which is added to the cost of the amount of 'Top-Up' fuel needed when the vehicle is returned to the Lessor. Calculated in accordance with the Lessor's current tariff.

Excess Amount: The sum specified overleaf as the excess amount.

Excess Waiver Fee: A fee calculated in accordance with the Lessor's current tariff which limits the Hire's liability to pay the excess amount to the amount of the non-waivable excess.

Non Waivable Excess: The hire's liability will be limited to the amount of the non waivable excess if Excess Waiver is purchased in accordance with the Lessor's current tariff or is part of an inclusive tariff rate offered by the Lessor.

Personal Accident, Personal Effects & Goods in Transit Insurance Fees: Fees which entitle the hirer to the benefits of the cover set out in the master policies issued to the Lessor.

Current Tariff: The lessor's tariff current at the commencement if the hire.The Lessor's policy of insurance on the vehicle a copy of which is available for inspection at the rental location.

2. Hirer acknowledges that:

- a) The vehicle is fit for his purpose and undertakes to return it and its accessories to the place and on the date due back specified overleaf.
- b) He has received the vehicle free from apparent defects or damage (except as indicated overleaf).
- c) The lessor has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall the Lessor be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties.
- d) The lessor shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturer's warranty or any warranty implied by law to take reasonable skill

3. During the rental period the Hirer shall keep the vehicle and it's accessories in his/ her's or any approved driver's possession and shall not allow a third party to take possession of the vehicle or its accessories and when not in use the hirer shall keep the vehicle and its accessories adequately protected and secured.

4. The hirer and any driver shall ensure that the vehicle will not be used:

- a) For hire or reward
- b) For racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicles, trailer or other object.
- c) In any matter which might render void the insurance policy, or other contract insurance.
- d) For any illegal purpose or in contravention of any legalisation affecting the vehicle, its use or construction.
- e) By any person who: Is not licensed to drive the vehicle. Is under 21 years or over 65.Is under the influence of drink or drugs. Has given a fictitious name, age or address. Has not been approved by the lessor as a driver. Has been convicted of a motoring offence the details of which have not been disclosed in writing to the lessor at the commencement of the hire. Outside England, Wales or Scotland without prior consent of the Lessor.

5. The hirer agrees to pay on demand.

- a) Rental Charger
- b) Any appropriate Excess Waiver or Personal Accident, Personal Effects or Goods in Transit insurance fees, and any Refuelling and miscellaneous charges.
- c) The excess amount in respect to each incident resulting in damage to or loss of the vehicle, it's accessories or any property left stored or transported in or upon the vehicle, save to the extent that such damage or loss arises from the actions of the Lessor.
- d) All fines, charges, penalties, costs and expenses (including all charges and penalty charges incurred under the a charging scheme) incurred in relation to the vehicle by the hirer or Lessor, except where caused through the fault of the Lessor.
- e) Any Value Added Tax, local or other taxes payable in respect of any of the above.
- f) All vehicles when returned will be check over by a member if staff when possible, however they will have a full check over in the next 48hours and if any faults are found at this stage the hirer will be responsible for the costs and these will be taken from the deposit held. Details of the damage will be send in a letter with photography evidence where possible.

6. The Hirer shall compensate the Lessor in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the vehicle including loss of revenue to the Lessor for the period during which the vehicle shall remain unavailable for rental by reason of such matters and any claims made by any persons in respect of the vehicle whilst in the Hirer's custody. This clause applies whether you have insurance or not. This clause shall not apply to any loss caused by or the responsibility of the Lessor.

7. The Hirer and any driver shall:

- a) ensure compliance with the terms, conditions and limitations of the insurance policy, which shall be deemed to be included in this agreement as if the same were fully set out herein.
- b) Inform the Lessor of any loss of or damage to or fault developing in the vehicle as soon as the Hirer or driver becomes aware of the loss, damage or fault.
- c) At the request and cost of the Lessor permit to be done in his own name all acts and things as may be reasonably required by the Lessor for the purposes of repairing the vehicle or enforcing any rights or remedies or obtaining relief from other parties in respect of any loss or damage to or any driver.
- d) Indemnify the Lessor against such loss as is recoverable at law where that loss is incurred by reason of a breach of this Agreement by the Hirer or any driver.
- e) Ensure that the maximum payload and individual axle plated weights are not exceeded.
- f) Be responsible for the loading or unloading of the vehicle.
- g) Obtain or maintain any necessary operator's licence.

8. The Hirer and any driver shall not:

- a) Without prior consent from the Lessor incur any liability for repairs to the vehicle in excess of £25.
- b) Be the agent or servant of the Lessor for any purpose.
- c) Make any claim or the loss of or damage to any property left stored or transported in or upon the vehicle unless due to our negligence.

9. Even if an excess waiver fee is paid, the Hirer shall be responsible for payment of any excess amount where the loss of or damage to the vehicle or its accessories arises from the negligent or wilful action of the Hirer or any driver.

10. The period of hire a specified overleaf shall not be extended without the Lessor's express authorisation in writing and in any event the period of this Agreement shall not exceed 90 days.

11. HGV driving licence is required for all vehicles over 7.5 tonnes gross vehicle weight. HGV driving licences MUST be accompanied by a current and valid ordinary driving licence.

12. If the Hirer does not comply with any of the material conditions of this Agreement he/she shall return the vehicle to the Lessor immediately and pay to the Lessor on demand such loss is recoverable at law where that loss is caused by the Hirer's non-compliance. Where the Hirer fails to return the vehicle the Lessor shall be at liberty to retake possession of the vehicle and all reasonable costs and expenses incidental to recovery of the vehicle shall be paid by the Hirer to the Lessor on demand.

13. Any addition to or alteration of the terms and conditions of this agreement should be agreed upon the writing parties.

14. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or any other liability of the Lessor on demand.

15. Van & Car Hire Payment Process Full payment for the hire must be made by Credit or Debit card Bookings are not confirmed or guaranteed until the full hire charge has been paid Full payment on booking to be taken if under 14 days before hire 50% payment on booking to be taken if over 14 days NO refund if cancelled 48 hours before hire Full refund if cancelled over 48 hours before hire NO shows will have card charged for full amount of rental.

16. All damage to our cars whilst in the custody of the hirer however they arise will be the responsibility of the hirer and Active Rental will charge for the cost of the repairs against the Security Bond/deposit held against the hire up to the value of the security bond, if requested Active Rental will provide a quotation for the works from a repair specialist. Vehicles are only fully inspected with 48hours by a trained member of staff, this is due to dirty vehicles / bad light which hamper a full inspection at point of drop off, any damage discovered once we have cleaned the vehicle will then be charged, Active Rental are not limited to noting the damage at the time of pick up/drop off of the vehicle for the reasons set out in this clause.

17. Tracking for security reasons all cars/vans are fitted with tracking devices. Active Rental reserves the right to periodically check on the location of any vehicle. In addition the tracking devices will notify us automatically should any car be taken to a location where racing, pace making, or other prohibited used may occur and an automatic engine immobilizer will be activated. Should this occur the hirer will be subject to a fine of £5000. In addition systems exist within all Active Rental cars that will record parameters relating to driver safety.

18. As per our hire terms and conditions, the hirer is responsible for additional costs if any of the following are to occur/required.

1.	Chip in Windscreen	£50.00	
2.	If screen needs replacing it will be at	R.R.P	
3.	If Found Smoking in vehicle	£100.00 or complete loss of security deposit	
4.	Punctures	£20.00	
5.	Replacement of damaged tyres	R.R.P	
6.	Full Valet (if returned in an unreasonable condition)	£50.00 -£150	
7.	Lost keys	R.R.P	
8.	Damage to vehicle	R.R.P	
9.	Refuelling (if returned not full)	£3.25 Per Ltr plus £25 admin	
10.	Traffic Violation Tickets Admin per ticket	£25.00	
11.	Unpaid Tickets Every Response	£35.00	

THESE TERMS & CONDITIONS ARE PART OF THE RENTAL AGREEMENT