A14 Vans LLP t/a Econorent

charringtons vard station road east stowmarket suffolk IP141EQ

VAT No.: 177 2017 13 Tel. No.: 01449 616161

Fax. No.:

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Rental Agreement

Vehicle Reg. No.

W	'N	11	7	O	K	M

			55 Nog. Non 55 555255	Make			Model			
Hirer/Account		Account No.	Order Ref.	TOYOTA	TOYOTA		HI-LUX INVINCIBLE			
				Group		Charg	е	Booking R	Ref	
Driving Lic. No.		D.O.B. TBC	Test Date 0	E01	E01 E01		#4953		302	
ategories Issu	Issued No.	Issued By DVLA	Expiry 0	Spare	Too	ols	Radio	Other		
Hirer's Name/ Contact CHARTHINE HURST			Occupation		Y	,	Y	Y		
CHARTITINE HURST						Identification				
Billing/ HO Address		HAVE A SAF	Tacritinicati	Tacitination						

2 NIGHTINGALE LANE

DENVER

DOWNHAM MARKET

NORFOLK PE38 ODU HAVE A SAFE JOURNEY.

HIRER ACCEPTS FULL LIABILITY FOR ANY OVERHEAD DAMAGE

Co Reg. No : OC 385255

Collection:

Delivery:

Damage Out:

Recovery Details

Return Location

Tel: 0800 1075867

Site: Stowmarket

Mem No.: QUOTE NUMBER PLATE

Fuel Out

Fuel In

Miles

Total

Licence Address 2 NIGHTINGALE LANE DENVER DOWNHAM MARKET **NORFOLK** PE38 ODU

Contact Address 2 NIGHTINGALE LANE **DENVER** DOWNHAM MARKET NORFOLK PE38 ODU

Tel. No.: 0123322004

will 5th of spetmber 2018

Fax. No.: Mobile No.: 07900921507

going to france 1500 miles

No

No

No

Tow bar - 3.5ton not isusu - TRUCKMAN TOP

Charge From 04/01/2019 12:00 12:00 Charge To 14/01/2019 14/01/2019 12:00 Due Back Actual Pickup 04/01/2019 12:00 0 Actual Return

Time

Date

Additional Drivers

Exp. Date: 08/2020 Card Name: MISS M APFLEY

Card No.: 4659xxxxxxxxx9991

Credit Card Details

Type: VISA

DOB: Name · Lic. No.: Issued By: Exp. Date: Cat:

Fold

Payments

Driven

12/10/2018 VISA £800.00 #496581 Payment

Insurance Details

Do you wish the Lessor to insure the vehicle? Yes Have you had any proposals declined, a policy cancelled or renewal refused or been required to pay an increased premii or had special conditions imposed by any motor insurer? Have you any physical or mental defect or infirmity or suffer

from diabetes, fits or any heart complaint?

Do you have any current convictions for any motoring offenc (except parking)?

If YES see panel below

Conv. Date Fine

Do you wish to add any motoring accident details that have occured in the last 3 years? If YES see panel below

Claim No. Own Damage Third Party Outstanding

Insurance Declaration

I the undersigned agree to pay the insurance e cost of £750.00 in the event of any damage or claim on the vehicle, or any third party claim r against our insurance policy.

Signature of Hirer

Hirers Insurance Company :-

Policy No :-

Expiry Date: Accept Decline

***** THIS VEHICLE IS DIESEL *****

Unauthorised Drive Declaration Any vehicle hired under this agreement may driven by authorised drivers, who have been by the lessor. I understand that should I br

terms an additional rental charge will be levied extra charge will not offer any insurance cover the hirer & driver will remain responsible for a losses incurred by the lessor or any third par Signature of Hirer:

CANCELLATION INSURAN (10 x

Charges

Description

£0.00 CANCELLATION INSURAN @ £0.00) Miscellaneous (10 x Miscellaneous @ £0.00 Rental (10 x Davs @ £64.29) £535.72 AA 5* OR SIMILAR (10 x Days @ £157 14 £15 71) GREEN CARD (1 x GREEN CARD @ f15.75 £15.75)

Rental Discount -£13.12 Total Charges f695.49

V.A.T. @ 20 % £104.51 TOTAL £800.00 Max 8 charge items shown

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 which might influence the acceptance of this proposal which with this declaration shall form the basis of the contract of insurance. Print Name:

Pts

Liability Statement
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 r a.) Any fixed penalty offence or contravention in respect of that vehicle under part III or section 66 of Road Traffic Act 1988 including congest 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 I 1984 (as amended)

1984 (as amended)
c.) Any penalty charge incurred under the Road Traffic Act 1991.
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 may be extended. I hereby agree to hire the above vehicle on the Terms & Conditions set out herein & overleaf and confirm that if payment credit or charge card my signature below shall constitute authority to debit my nominated credit or charge card company with the total due arm administration charges, extensions or additional charges resulting from this rental. The Hirer and, if I am not the Hirer, I consent to my persona name, address, photo and drivers licence details) and information concerning the Hirer and the hire of the vehicle under this rental agreement (in payment record, credit worthiness, accidents or claims or theft or damage to the vehicle, delays in vehicle return, threatening or abusive behavior relevant information) being shared with other vehicle rental companies, suppliers to such companies and the police and other regulatory authorities reference agencies, for the purposes of crime detection, risk management and assessing whether or not others may wish to hire a vehicle to me Signature Hirer Signature Lessor Date

I understand the Operators Licence requirements and agree that the vehicle is not to be used for commercial purposes for which an Ope Licence would need to be held. I agree that if the vehicle is detain the vehicle inspectorate for illegal use that I will be responsible for charges incurred in restoring the vehicle, and any loss of income inc by the rental company.

Operator's Licence Y Operator's Licence No: Yes / No

Checked:

Terms and Conditions

- Your contract with us; these are the terms under which the vehicle is rented by the hirer ('you') by the lessor ('us') and on which any insurance cover is provided for you by us. It is important that you read and understand these terms before you sign the rental agreement.
- 2. Period of hire; you will have the use of the vehicle described for the period specified overleaf. With our written agreement you can extend the rental period but this shall not exceed 90 days in total. If the vehicle is not returned by the due back time and date to the agreed place of return, our consent for your continued use of the vehicle will automatically be withdrawn and we shall be entitled to charge you for each day or part of a days unauthorised usage at the prevailing published full daily rate until the vehicle is returned or recovered. You will be responsible for the vehicle, its accessories and its parts and fully liable under these terms of rental until the vehicle and keys are returned to us by returning them to our authorised representative or any other method previously agreed in writing by us.
- 3. Your responsibilities to us;
- 3.1 You must make payment on demand for all charges as set out in condition 7 below.
- 3.2 You must look after the vehicle and keys to the vehicle, making sure it is locked and secured when not in use and properly protected against damage due to bad weather. You must ensure that the correct fuel is always used. When not in use, you must set and use any security device fitted to or supplied with the vehicle.
- 3.3 You must not sell, rent or dispose of the vehicle or any of its parts, or allow anyone else to have or obtain possession or rights over it.
- 3.4 You must not allow any work to be carried out on the vehicle without our permission. We will reimburse you for repairs on production of a receipt only where the repairs have been previously authorised by us.
- 3.5 You must return the vehicle in similar condition as when received to the agreed place of return during our published hours of business and agree the physical condition of the vehicle with a member of staff. If the vehicle needs more than our standard cleaning or the interior has been damaged in any way, then you will be responsible for the cost of rectifying the damage. Responsibility for such damage is not covered by any waiver or our insurance.
- 3.6 While you are renting the vehicle you will be liable as if you were the owner for any offences committed under the Road Traffic Acts (or any equivalent legislation) and any other relevant loss in respect of the vehicle and its use during the rental period which results in the imposition of fixed penalties or excess charges. You also agree to us sending you any notices requesting such fines to the address given overleaf and that you will settle all such penalties and charges incurred during the period of rental in a timely manner and so as not to cause us any loss. You agree to indemnify us against any costs, expenses and losses incurred by us as a result of any such penalties or charges.
- 4. Our responsibilities to you, when the rental starts, the vehicle will be roadworthy and fit for normal use. If this is not, or it becomes unfit for normal use during the rental you should inform the rental location or telephone the emergency number given to you at the time of the rental. If you have followed these terms we will endeavour to repair or replace the vehicle. We will not be liable for damages arising from defects other than defects or mechanical failures attributable to a breach of this warranty or a breach of any duty or law to take reasonable care of the safety of the vehicle. Nothing in these terms and conditions shall be deemed to exclude or restrict our liability for death or personal injury resulting from our negligence or any other liability which cannot be excluded as a matter of law.
- 5. Personal property; we will not be liable for loss or damage to property left in the vehicle either during the period of hire or thereafter. Such property is entirely at your own risk. The vehicle will be inspected on return and any property found will be available for you to collect for a period of seven days. Any unclaimed property may be disposed of by us after that time.
- Conditions of use; the vehicle must not be used or driven;
- 6.1 By any person not named overleaf as a driver or authorised by us in writing and holding a full valid current driving licence.
- 6.2 For the carriage of passengers for hire or reward.
- 6.3 For any unlawful purpose or in any way which breaks the Highway Code, Road Traffic Laws or any other Laws.
- 6.4 For racing, pace making, reliability trials, speed testing or driving tuition.
- 6.5 To carry a number of passengers and / or baggage which would cause the vehicle to be overloaded; or in the case of a commercial vehicle a payload which exceeds the maximum payload and individual axle plated weights or for a purpose which requires an Operator's Licence without fulfilling your duty at law to obtain one.
- 6.6 Without our prior written consent outside England, Scotland and Wales.
- 6.7 While in an un-roadworthy condition or while failing to comply with any statutory provision.
- 6.8 For carrying corrosive, radioactive, inflammable, explosive or other harmful substances.
 6.9 For carrying anything which due to its smell or condition will harm the vehicle or prevents
- 6.9 For carrying anything which due to its smell or condition will narm the vehicle or prevents us from hiring the vehicle again immediately.

 If you do not follow those torms, you will have to pay us any charges, damages and
 - If you do not follow these terms, you will have to pay us any charges, damages and expenses we have to pay for any loss you cause. You may also lose the benefit of any liability waivers which you have purchased.
- Charges; all charges are calculated in accordance with our current tariff and on the basis
 of your use of the vehicle as specified. Unauthorised usage may incur additional charges
 as published in our current tariff available at the rental location. You will pay on demand
 charges including;
- 7.1 The rental and other ancillary charges calculated in accordance with this agreement.
- 7.2 Any charge for losses or damage outlined in condition 3.3 and 3.6.
- 7.3 A refuelling service charge where the vehicle is returned with less fuel than when the rental began. The refuelling service charge is based on the rates published at the rental location.
- 7.4 The full cost of repair or replacement for damage or loss including theft, including any towing and storage costs, howsoever caused, regardless of fault, to the vehicle to the extent you have not elected to restrict that liability by agreeing to pay the Collision Damage Waiver charge or not arranged appropriate insurance to limit your liability for such costs.
- 7.5 A loss of revenue charge whilst the vehicle is being repaired or whilst we secure reimbursement of the vehicle value, where such losses are not covered by the Collision Damage Waiver. Charges for loss of revenue will be calculated at our normal published daily rate from the time the vehicle is incapable of rental until its repair or in the case of a write off until full payment of the vehicle value is received, subject in each case to a minimum liability of 30 days rental charges. In either case, we will take all reasonable steps to ensure prompt repair or payment.

- 7.6 Any delivery and collection charges.
- 7.7 Value Added Tax and all other taxes on any of the charges listed above as appropriate.
- 7.8 Interest, which shall accrue daily at the rate of 8% per annum above the base lending rate of the HSBC bank plc from time to time on any sum that is not paid when due.
 If you have requested that some other person or company should be responsible for the charges you will nevertheless remain liable for payment of these charges.
- B. Insurance application / waiver of liability; if we arrange separate insurance for you, you will be given further information on this at the rental location. However, you should be aware in entering into the Rental Agreement of the following: The insurance provided by us in accordance with the Road Traffic Acts (or equivalent legislation) provides against liabilities to third parties only. It does not provide against theft of the vehicle, damage due to theft or attempted theft of the vehicle, its parts or accessories, theft of any property in the vehicle or damage to the vehicle, its parts or accessories, or any damage suffered by us due to any of the above preventing us from renting the vehicle for any period of time. In the event of any of the above events happening you will be required to pay us the face value cost of replacing or repairing any damaged items, up to a maximum of the full replacement value of the vehicle. You may however reduce this liability by taking out an optional waiver, as explained below:

Collision Damage Waiver; this reduces your liability for damage arising from a collision, except in any circumstances stated in the insurance policy.

Additional Insurance; this relieves you of liability in respect of the categories stated overleaf. The extent to which you are covered and any exclusions to cover are set out in the insurance policy which you are advised to read prior to entering into this agreement. The Rental Agreement overleaf shows which waiver options you have chosen. You are advised that these waivers may be invalidated if you fail to take reasonable measures for the safety or security of the vehicle, its parts or accessories, or fail to comply with all the restrictions on use.

You are further advised that no waiver chosen by you gives protection against any damage caused to tyres or by reason of you hitting a bridge, car park barrier or any other overhead object. You will be liable to pay us for loss, costs and expense caused by such damage. You should also note that:

- 8.1 The insurance cover may end if you do not return the vehicle to the agreed place at the agreed time.
- 8.2 The insurance cover may be cancelled if you have given any false information.
- 8.3 Only drivers we have first approved are covered by the insurance. Full details of cover are available at the rental location.
- 9. Your own insurance; where we have agreed separately and you have signed confirmation of your own insurance overleaf, you will provide insurance for the full duration of hire and any extension of the hire period. In that case, we will have agreed the extent of cover, type of policy and the insurer to be used. The scope of cover and policy conditions must be to our satisfaction and must not be altered or diminished. If requested, you will have our interest as owners of the vehicle noted on the policy. In the event of loss or damage to the vehicle, you will allow us to negotiate directly with the insurers with regard to the total loss of the vehicle. Should the policy of insurance fail for any reason you will assume the full financial responsibility and indemnify us against any loss or damage caused to the vehicle and loss of use as described in condition 7.5.
- 10. What to do in the event of loss or damage to the vehicle; in the event of theft of the vehicle or any of its parts or accessories, or if the vehicle is damaged by a criminal act or in an accident in which someone is injured, you must immediately contact the local police and report the incident. You must also call the rental location to report the incident. You should also report any damage done by non-criminal act to the rental location. The vehicle must not be used if it is rendered un-roadworthy. You should always:

Record the police crime number and the reporting officer's name. Collect the names and addresses of any witnesses to the incident. Avoid admitting liability or saying anything which may implicate you. Send to the rental location all papers and documents received relating to the incident.

Fill in our accident report.

At all times cooperate fully with us and the insurers, including where any legal action is taken.

Any money you may receive in respect of loss or damage to the vehicle must be immediately forwarded to us and at no time should be spent by you. You will hold any such money in trust for us.

- 11. Information; you acknowledge that we may use and disclose data recorded in relation to this agreement for any future marketing activity; further in the event of any breach of this agreement, such data may be disclosed to any debt collection, credit reference, vehicle recording or any other relevant body. Such information may also be passed to the British Vehicle Rental and Leasing Association (BVRLA) for use by any of its members for the purposes for which the BVRLA is registered under the Data Protection Act 1998. From time to time we include details of our customers on a computer database, used by us and our business partners for direct marketing purposes. If you do not wish your details to be used in such a way or to receive any further information from us please advise a member of staff at the rental location.
- 12. Termination; this agreement will come to an end without further notice if a receiving order is made against you or being a company you go into liquidation, if you call a meeting of creditors, if distress or execution is levied against any of your goods, or if you fail to perform or observe any of the terms of this agreement. Such termination will not affect our right to receive payment of all charges due under the terms of the agreement and to seek compensation for additional costs incurred as a result of your failure to comply with your obligations. We shall immediately be entitled to repossess the vehicle at your cost.
- 13. Severability; in the event that any term of this agreement is held by a court of contempt jurisdiction to be unenforceable or unlawful for any reason, such term will be held to that extent only to be removed from this agreement and the remainder of this agreement shall remain in full force and effect.
- 4. Jurisdiction; this agreement is governed by and construed in accordance with the laws of the country in which the rental commenced. Any dispute arising out of the terms of this agreement will be determined exclusively by the courts in that country.

A14 Hire Ltd & Econorent 2004 Revised 28/10