

# GLOBAL SELF DRIVE – GENERAL TERMS & CONDITIONS OF HIRE

## 1. Definitions

In these terms and conditions

- (1) "The Lessor" shall mean Global Self Drive.
- (2) "The Hirer" shall mean those persons described in the boxes on the reverse of this form marked Hirer details and driver details.
- (3) "The Vehicle" shall mean the vehicle specified overleaf or any vehicle substituted therefore together with all accessories, tyres, spares and other detachable items in or about the vehicle at the date of delivery.
- (4) "Hire Period" shall mean the period from the date and time out to the date and time back shown overleaf plus any extended period agreed by the Lessor.

## 2. Responsibility under agreement

The individual signing overleaf shall be jointly and severally liable with the Hirer for the Hirer's obligations notwithstanding that he or she may be the employee or servant of the Hirer and any additional authorised driver shall be deemed to be the agent of the Hirer.

## 3. Hirer's obligations

Operation of the Vehicle

3.1 The Hirer shall ensure that the Vehicle is operated properly, safely and lawfully by drivers who at all times hold valid and current driving licences and are insured to drive the Vehicle in the appropriate classes.

3.1.1 The Hirer is responsible to ensure the correct type and amount of fuel is put in the vehicle. Should the vehicle breakdown or be damaged by the wrong fuel being put in the vehicle then the hirer will reimburse the Lessor in full for any and all costs/damages associated therewith.

3.1.2 The Hirer is responsible for all costs of whatever nature should the vehicle be taken out of England, Wales or Scotland.

3.2 The Hirer undertakes and agrees that the Vehicle will not be driven:

- 3.2.1 In a manner which would render void the Hirer's policy or other contracted insurance;
- 3.2.2 To propel or tow any vehicle or trailer without prior permission of the Lessor;
- 3.2.3 outside England/Scotland or Wales without the prior consent of the Lessor;
- 3.2.4 in the event of mechanical electrical or structural failure which may create further damage or be in, contravention of the Road Traffic Act Construction and Use Regulations;
- 3.2.5 by any person under the influence of drugs or alcohol or who is not licensed to drive the Vehicle;
- 3.2.6 Where the load would cause the plated gross vehicle weight to be exceeded or where the load is improperly loaded or secured;
- 3.2.7 Where the Hirer is not in possession of all licences appropriate to the operation of the vehicle.

## 3.3 Payment obligations

The Hirer undertakes to pay to the lessor in full on or before 30 days following any Invoice date unless otherwise stated. (Subject to clause 3.4):

3.3.1 The current tariff charges (which may be inspected at the Lessor's Premises) applicable from time to time during the Hire Period in respect of:-

- (a) Insurance including Collision Damage Waiver (unless Hirer insures);
- (b) Rental and

(c) Any fuel required to top up the Vehicle's fuel tank on return to the Lessor;

3.3.2 Charges relating to damage to the Vehicle or damage to or loss of tyres, tools or other equipment or accessories;

3.3.3 Additional Insurance charges;

3.3.4 The excess amount (as detailed on the rental agreement) in respect of every collision damage incident resulting in loss or damage to the Vehicle where collision damage waiver does not apply;

3.3.5 Any ancillary equipment charges;

3.3.6 Compensation by way of agreed liquidated damages for loss suffered by the Lessor by reason of the Vehicle being unavailable for hire:

(a) Whilst the Lessor undertakes any repairs or cleaning to restore the Vehicle to its condition at commencement of the Hire Period (fair wear and tear and traffic grime excepted) should the Lessor

Provide a substitute vehicle during the Hire Period and the replaced vehicle is unavailable for hire until such works are completed or at the end of the Hire Period and;

(b) Until the Vehicle is restored to the possession of the Lessor if it is not returned to the Lessor's depot at termination of the Hire Period.

At rates equal to 95% of the Lessor's rental tariff actually charged to the Hirer for the hire of the vehicle at the date of terminating or provision of substitute vehicle as appropriate.

3.3.7 Value added Tax at appropriate prevailing rates on all sums due from the Hirer under the terms of this Agreement;

3.3.8 Any other sums for which the Hirer is liable to the Lessor under the terms of this agreement.

#### **3.4 Withdrawal of credit**

If any sums payable under the terms of this agreement are not paid on the due date or if any previously agreed limit is exceeded or where the Lessor considers the volume of business being transacted to have fallen below an economically viable level credit facilities may be withdrawn and the Hirer may be required to

Make all payments in advance and to pay deposits to the Lessor to be held on account of monies which will become due.

#### **3.5 Interest**

The Hirer will pay interest to the Lessor on all overdue sums at the rate of five per cent (5.0%) per annum above the base lending rate of Barclays Bank Plc. from time to time from the due date until the date of actual payment.

#### **3.6 Maintenance of Vehicle**

The Hirer undertakes to The Lessor:-

3.6.1 To inform the Lessor of any loss or damage to or fault developing in or services due on the Vehicle;

3.6.2 To permit the Lessor to carry out all necessary repairs, servicing, testing or inspection and return the Vehicle to the Lessor or its appropriate agent to enable such actions and collect the Vehicle subsequently, all such vehicle movements being made at the Hirer's expense;

3.6.3 To be responsible for maintaining (at its own expense) during Hire Period:

3.6.3.1 Tyre pressure

3.6.3.2 Engine oil levels

3.6.3.3 Battery fluid levels

3.6.3.4 Screen wash levels

3.6.3.5 Coolant and antifreeze levels

3.6.3.6 Tightness of wheel nuts

3.6.3.7 Air brake antifreeze levels and air tank drainage

3.6.3.8 Any other routine checks that are specific and necessary to the Vehicle

#### **3.7 Vehicle security**

The hirer undertakes to ensure that the Vehicle is adequately locked, protected and secured when not in use.

#### **3.8 Preservation of Lessors title**

The Hirer undertakes not to commit any act of default which may result in any lien charge or other legal processes being levied against the Vehicle whereby the Hirer loses possession of the same.

#### **3.9 Return of Vehicle to Lessor**

The Hirer undertakes to return the Vehicle to the Lessor:

3.9.1 at the end of the Hire Period on the date specified overleaf,

3.9.2 or forthwith on demand by the Lessor if the Hirer is in breach of this agreement

3.9.3 to the place from which it was collected;

3.9.4 In the condition prevailing at the commencement of rental, fair wear, tear excepted;

3.9.5 In clean and tidy condition, traffic grime excepted;

3.9.6 With an accompanying report where any fault or default becomes apparent.

If the Vehicle is returned to the Lessor's depot outside of office hours the hire shall be deemed to continue and any damage occurring to the Vehicle shall be at the Hirer's risk until the Vehicle is checked by the Lessor. The Hirer shall pay to the Lessor the cost of rectification of all damage suffered by the Vehicle other than any resulting from the act or default of the Lessors.

### **3.10 Road Traffic Offences**

3.10.1 The hirer shall be liable as owner of the vehicle in respect of:

(a) Any fixed penalty offence which may be committed with respect to the vehicle during the Currency of this hiring agreement and the giving of such information as shall be prescribed and  
(b) Any penalty offence committed in respect of the vehicle under part III of the Transport Act 1982

and

(c) Any excess charge which may be incurred in respect of the vehicle in pursuance of an order under Section 45 and 46 of the Road Traffic Regulations Act 1984.

(d) Any congestion charging costs.

3.10.2 The Hirer shall be liable as principal for and shall indemnify the Lessor against all fines, penalties imposed or levied in respect of the use of the vehicle during the Hire Period in respect of any non-compliance

Of any transport, traffic or other law or regulation together with a flat rate administration Fee of £35.00 + VAT to cover the lessor's time and cost in dealing with the offence.

### **3.11 Repairs**

The Hirer will not undertake or arrange repairs to the Vehicle of a value in excess of £25.00 without proper consent of the Lessor.

### **3.12 Negligent Damage**

The Hirer shall be liable to the Lessor for the cost of repair or rectification of any damage to the Vehicle resulting from negligence, abuse, or improper use of the Vehicle by the Hirer its servants, agents and employees. In any event the Hirer will be responsible for all Overhead/Undercarriage damage howsoever occasioned. Notwithstanding a vehicle check-in sheet being signed, the lessor reserves the right within 72hrs thereafter to inform the hirer of any charges/costs.

## **4. Lessor's Obligations**

### **4.1 Vehicle Breakdown**

Upon receipt of notification from the Hirer of breakdown of the Vehicle the Lessor shall

4.1.1 Make arrangements for the repair of a breakdown occurring within England, Scotland and Wales if such breakdown can be attended for rectification at the roadside within four hours of notification (Including call-out time) or such reasonable longer period as shall be appropriate to the location in which the breakdown occurs.

4.1.2 If the breakdown occurs in England, Scotland or Wales and the breakdown cannot be repaired within a reasonable time having regard to the relevant location circumstances time of day and day of the week (including whether or not it is a bank holiday) the Lessor shall use reasonable endeavours to procure a substitute vehicle as soon as reasonably practicable but if he Lessor is unable to provide a substitute Vehicle having used its reasonable endeavours then either party may terminate the hire if a substitute vehicle is not available within twenty-four hours of receipt by the Lessor of notification of breakdown.

### **4.2 If a breakdown occurs outside England, Wales and Scotland**

4.2.1 The Lessor shall be under no obligation to attempt to repair or provide a substitute vehicle.

4.2.2 If the breakdown is of a minor nature costing less than £50 to rectify the Hirer shall make arrangements to have the breakdown rectified and upon production of appropriate evidence of payment the Lessor will reimburse the cost.

The Hirer will bring the Vehicle back to the Lessor's depot in England and not return (or allow its Driver to return) prior to completion of repair without the Vehicle.

4.2.3 If the vehicle is damaged as the result of an accident or the default of negligence of the Hirer, the Hirer must notify the Lessor and comply with the instructions to arrange rectification and must bring the Vehicle back to the Lessor's depot in England.

4.2.4 If the breakdown is of a major nature costing more than £100 to rectify the Hirer shall forthwith notify the Lessor and shall comply with the Lessor's instructions for arranging rectification of defects. The Lessor may require the Hirer (or its driver) not to return to England but to wait and bring the Vehicle back to the Lessor's depot in England insofar as that requirement is reasonable in the circumstances.

4.2.5 The Lessor shall not be liable for any consequential loss, liability or expenses incurred by the Hirer as a result of a breakdown of the Vehicle or the action taken for rectification of breakdown PROVIDED THAT nothing herein shall limit the liability of the Lessor for death or personal injuries to persons arising out of its negligence.

## **5. Insurance.**

The Hirer agrees and undertakes as follows:

5.1 Where the Hirer elects to adopt the insurance cover provided by the Lessor (unless the Lessor determines that its insurance is not available for the particular hire) then the terms, conditions and limitations of the Lessor's insurance policy (a copy of which can be inspected at the Head Office of the Lessor) are deemed to be incorporated herein and the Hirer shall pay collision waiver charges per day per insured driver in accordance with the Lessor's current tariff in order to secure relief from the obligation to pay any insurance excess applicable to the Lessor's insurance. Minor damage is the responsibility of the Hirer (tyres, windows, mirrors, seats, aerials and fuel caps). All overhead/undercarriage damage is excluded with regard to insurance hereunder and therefore deemed to be the sole responsibility of the hirer.

5.2 If the Hirer completes and signs the section overleaf relating to "own insurance" or if the Lessor determines that its insurance is not to be made available for the particular hire then the Hirer undertakes throughout the continuance in force of this agreement without prejudice to the liability of the Hirer to the Lessor to keep the vehicle (including any replacement vehicles provided) insured with an insurance company of good repute against loss or damage from all risks (including but without limitation accident, fire, theft, windscreen damage and third party risks). The Hirer shall:

5.2.1 notify its insurers that the Vehicle is on hire from the Lessor and request the insurer to endorse a note of such interest on the Policy of Insurance naming the Lessor as loss payee.

5.2.2 On demand show to the Lessor the policy of insurance, the premium receipts and insurance certificate and

5.2.3 not use or allow the Vehicle to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated.

5.2.4 Indemnify the Lessor against all loss or damage to the Vehicle whether or not covered and recoverable under the policy of insurance.

If the Hirer makes default in the payment of any premium in respect of the insurance the Lessor may pay such premium in which event the Hirer shall repay the amount thereof to the Lessor on demand.

5.2.5 Authorise its insurer to communicate directly with us and give us any information we require. 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.

5.2.6 be fully responsible for provision of comprehensive cover from such time as the vehicle is delivered into their custody, until the vehicle is collected or returned to the lessor notwithstanding the hire period as defined in 1(4) above.

**5.3 Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer:**

5.3.1 shall immediately notify the Lessor thereof

5.3.2 shall not compromise any claim without the consent of the Lessor

5.3.3 shall allow the Lessor to take over the conduct of negotiations (except in relation to claims of the Hirer for personal injuries loss of use of the Vehicle or loss or damage to the property of the Hirer unconnected with the Vehicle)

and

5.3.4 shall at the expense of the Hirer take such proceedings (in the sole name of the Hirer or jointly with the Lessor) as the Lessor shall direct, holding all sums recovered together with any monies received by the Hirer under its policy of insurance, on trust for the Lessor and paying or applying the same as the Lessor directs and herein provided.

5.4 If any Vehicle is declared a total loss the hire thereof shall terminate. In the event that the Insurance proceeds are paid to the Hirer he shall pay those over to the Lessor who shall apply them towards payment to the Lessor of the sum necessary to compensate the Lessor for:-

5.4.1 the loss of the Vehicle then;

5.4.2 the unavailability of the Vehicle for use for hiring purposes then;

5.4.3 the loss of profit as a result of the loss of that Vehicle.

5.5 The Lessor shall have the right itself to repair or have repaired any Vehicle which is the subject of an accident. If the Lessor does not choose to do so then the Hirer shall be liable to arrange for reinstatement or repair at its own expense (but subject to any insurance proceeds) to be carried out by a repairer nominated or appointed by the Lessor on a Vehicle which has not become a total loss and continues to pay rental in respect of such Vehicle during such reinstatement or repair.

5.6 The Hirer will pay direct to the repairer or other appropriate party or reimburse to the Lessor any payment made by it in respect of any amount deducted by the insurers by way of excess (unless the hirer has paid collision damage waiver for the relevant driver) and an appropriate sum in respect of Value Added Tax on any repair bill where the insurance proceeds do not include any element for unrecoverable Value Added Tax.

5.7 The Hirer will reimburse the Lessor for loss arising in respect of damage caused to the Vehicle prior to the date of total loss and (subject to the application of insurance proceeds under clause 5.3.2 above) shall indemnify the Lessor against all and any loss suffered by it in consequence of damage to or loss of the vehicle or the termination of this Hire Agreement.

#### **6 Hirer's Property on the Vehicle**

The Lessor shall not be liable for loss of or damage to any property left, stored or transported by the Hirer or any other persons in or upon the Vehicle before, during or after the Hire Period. The Hirer hereby agrees to hold the Lessor harmless from and to indemnify the Lessor against all claims made by third parties and based upon or arising out of such loss or damage unless caused directly by the negligence of the Lessor and where the Hirer's intended use of the Vehicle has been clearly stated as a term of this agreement

#### **7. General Liabilities**

7.1 The Hirer shall be solely responsible for and hold the Lessor fully indemnified against all claims, demands, liabilities, losses, damages, proceedings costs and expenses which may be brought against or incurred by the Lessor as a result of any accident involving the Vehicle (other than the death or personal injury resulting from the negligence of the Lessor its employees or agents)

7.2.1 The Lessor does not hire the Vehicle subject to any condition or warranty express implied or statutory in connection with the fitness for any purpose or age of the Vehicle (except those conditions implied by statute where the Hirer does not deal in the course of a business) unless the Lessor has indicated in writing that the Vehicle is suitable for a particular purpose.

7.2.2 Save for the Lessor's liability for death or personal injury caused by the negligence of the Lessor its employees or agents the Lessor will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use.

7.3 The Hirer shall be solely responsible for and hold the Lessor fully indemnified against all claims, demands, liabilities, losses, damages proceedings costs and expenses suffered or incurred by the Lessor as a result of any damage caused or any breach or default on the part of the Hirer in the discharge of its obligations under this Hire Agreement.

7.4 Subject to clause 5 the Lessor shall not be liable for any alleged consequential or indirect loss howsoever arising incurred by the Hirer or by any third party in the event of a breach by the Lessor of the terms of this agreement (whether caused by negligence or otherwise) or by reason of a breakdown of the Vehicle or inability of the Lessor to provide a substitute vehicle as anticipated by Clause 4 hereof provided that nothing herein shall limit the liability of the Lessor for death or personal injury to persons arising out of its negligence.

## **8. Termination.**

8.1 If the Hirer shall fail to pay any tariff or other sum payable under this Agreement within fourteen days of it being due (whether demanded or not) or shall commit a breach of the other terms and conditions whether express or implied of this Agreement or shall do or allow to be done any act or thing which in the opinion of the Lessor may jeopardise the Lessor's rights in the Vehicle then in each and every such case the Hirer shall be deemed to have repudiated this Agreement and the Lessor may thereupon or at any time within three months thereafter by notice in writing to the Hirer for all purposes forthwith terminate the hire constituted in this Agreement.

8.2 The Hirer shall upon termination pay to the Lessor:

8.2.1 All arrears of tariff charges then due and all sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 3.5.

8.2.2 The cost of all repairs and cleaning required at termination (other than those for which the Lessor has assumed responsibility under clause 4)  
and

8.2.3 Compensation for the loss suffered by the Lessor as a result of such termination such loss being determined by the Lessor having regard to relevant circumstances and

8.2.4 Any other sums which are or become due to the Lessor or to which the Lessor is entitled by way of damages.

The termination of the hire constituted by this Agreement shall not affect any rights of the Lessor or liabilities of the Hirer substituting or occurring at the date of termination.

8.3 On termination of the Hire however or whensoever occasioned or on expiry of the period of hire the Hirer shall no longer be in possession of the Vehicle with the Lessor's consent and shall forthwith return the vehicle (including all spare wheels, tyres, tools, handbooks and accessories) to the Lessor at such address as the Lessor may direct in good order and in good working condition and at the Hirer's expense and risk.

Without prejudice to the foregoing or to the Hirer's claim for any arrears of tariff charges or other payments due to damages for any breach by the Hirer of this Agreement or any other rights is hereunder the Lessor or its authorised representatives may at any time after such termination or expiry of the period of hire, without notice, retake possession of the Vehicle and for such purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for all costs charges and expenses so incurred in retaking possession of the Vehicle as aforesaid.

## **9. Lessor/Hirer Relationship.**

The Hirer shall not and has no authority to hold himself out to be the agent or servant of the Lessor for any purpose.

## **10. Non-Assignment.**

This Agreement shall be personal to the Hirer and shall not nor shall any rights under it be assigned by the Hirer without the previous written consent of the Lessor.

## **11. Governing Law**

Shall be construed in accordance with English Law and the Hirer hereby submits to the non-exclusive jurisdiction of the English Courts.

## **12. Variation of Terms**

The terms and conditions of this Agreement cannot be varied amended or waived other than by written agreement between the parties.

## **13. Construction of Clauses.**

Each clause or sub-clause of this Agreement shall be separate distinct and severable from each other clause or sub-clause respectively and shall be construed accordingly.