



VEHICLE HIRE AGREEMENT & TERMS & CONDITIONS

Updated September 2024

Between:

Motor Rentals Ltd

(the "Owner")

- And -

[xxx] of [xxx] (the "Hirer")

(the Owner and Hirer are collectively the "Parties")

In consideration of the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner Rents the Vehicle to the Hirer, and the Hirer Rents the Vehicle from the Owner on the following terms:

Rental

1. The Owner agrees to rent the Vehicle to the Hirer, and the Hirer agrees to rent the Vehicle from the Owner in accordance with the terms set out in this Agreement.

Term

2. The Agreement commences on [] and will continue until [] (the "Term").

Rent and Deposit

3. The rent for the vehicle, inclusive of VAT, will be £[xxx.] per day, (the "Rent") and the Rent will be paid prior to the Hirer taking possession of the vehicle.

4. The Hirer will pay a deposit of £250.00 (the "Deposit") before taking possession of the vehicle. The Owner will refund the Deposit to the Hirer at the end of the Term provided that the Hirer has performed all of the Hirer's obligations under this Agreement.

Delivery of Vehicle

5. The Hirer will, at the Hirer's own expense and risk, pick up the Vehicle from 21c West Station Yard, Spital Rd, Maldon, Essex, CM96TR. or the Owner will deliver to the Hirer at a place and time to be agreed for an additional charge of £30.00

Vehicle

registration: xxxxxxxx

Use of vehicle

6. The Hirer will use the Vehicle in a safe and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Vehicle and any applicable

law, whether local, governmental or any private restrictions arising from the transportation of the Vehicle across private land.

7. This Rental Agreement allows for the Vehicle to be driven within the UK only.

8. There is no milage limit applicable to this agreement.

9. The Vehicle will have a full tank of fuel at the commencement of this agreement and must be returned in with the same level of fuel. If the Hirer returns the vehicle without a full tank of fuel, a refuelling charge will be applied calculated as the difference between the fuel level recorded on return multiplied by the fuel price displayed at the Hirer's office plus a refuelling charge of £10.00

10. The Hirer will use the Vehicle for the purpose for which it was designed and not for any other purpose.

11. The Hirer will ensure that no flammable, toxic or dangerous substances are transported in the Vehicle during the period of the hire agreement

12. The Hirer will ensure that the vehicle is locked at all times when left unattended.

13. The Hirer will check at reasonable intervals during the period of the hirer agreement oil, coolant levels and tyre pressures.

14. The Hirer will cease using the Vehicle and inform the Owner if any major fault becomes apparent during the term of the agreement.

15. The Hirer will pay or defer any charges, fines, fees, penalty charges, fixed penalty notices or any other charges that arise as a result of the use of their Hire of the plus an administration charge of £20.00

Vehicle

16. Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Vehicle unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the

Vehicle use

17. The Hirer is prohibited from using the vehicle for transportation of passengers for reward. The Hirer will not use the vehicle while under the influence of drugs or alcohol, for use on unpaved roads, test tracks or racing circuits or any other non regulated area.

Warranties

18. The Vehicle will be in good working order and good condition upon delivery.

19. The Vehicle is of merchantable quality and is fit for the purposes it is ordinarily used.

Terms and Conditions of Hire

20. The Hirer and any other named driver must have a full valid UK Drivers Licence with a DVLA check code that must be presented at the time of Vehicle collection or delivery.

21. The Hirer must be aged 25 or over as must be any named driver.

22. Fully Comprehensive insurance is included within the Rental charge. The Excess charge applicable is £1500 The Insurance policy is held with Sentinal a copy of which can be emailed upon request. Collision Damage Waiver insurance is available and can be taken out at the time of hire for an extra charge of £25.00. In the event of any accident or damage to the vehicle, the hirer will notify the owner within one working day of such damage. No Liability should be admitted to any third party involved in any incident.

23. Roadside Assistance Protection is included within the Rental charge. Details of this can be found within the glovebox of the vehicle

24. If you wish to discuss any matters relating to this hirer agreement or any aspects of the Vehicle Rental or Damage to the Vehicle, please contact the motor rentals Ltd on the details provided at the end of this agreement.

Ownership, Right to Lease and Quiet Enjoyment

25. The Vehicle is the property of the Owner and will remain the property of the Owner.
26. The Hirer will not encumber the Vehicle or allow the Vehicle to be encumbered or pledge the Vehicle as security in any manner.
27. The Owner warrants that the Owner has the right to Hire the Vehicle according to the terms in this Agreement.
28. The Owner warrants that as long as no Event of Default has occurred, the Owner will not disturb the Hirer's quiet and peaceful possession of the Vehicle or the Hirer's unrestricted use of the Vehicle for the purpose for which the Vehicle was designed.

Surrender

29. At the end of the Term or upon earlier termination of this Agreement, the Hirer will return the Vehicle at the Hirer's cost, expense and risk to the Owner by delivering the Vehicle to 21a West Station Yard, Spital Rd, Maldon, Essex, CM96TR

If the Hirer Wished the owner to collect the Vehicle from an agreed pick up point an additional charge of £30.00 will be applicable. Upon return of Vehicle to owner the Owner and Hirer will jointly inspect the vehicle for any signs of damage. Any damage will be recorded by the Hirer and the Excess Insurance Charge will be set off against the deposit held by the hirer or claimed under the terms of the collision Damage Waiver insurance if so taken out by the Hirer. The Owner has the right to report the Vehicle as stolen if the Hirer does not return the Vehicle at the end of the Rental period.

Public Liability Insurance

30. The Hirer will, during the whole of the Term and for as long as the Hirer has possession of the Vehicle, take out, maintain and pay for comprehensive general and public liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the Vehicle. The insurance policy will have limits of at least £10,000,000.00.
31. Upon written demand by the Owner, the Hirer will provide the Owner with an original policy or certificate evidencing such insurance.

32. If the Hirer fails to maintain and pay for such insurance, the Owner may, but is not obligated to, obtain such insurance, but if the Owner does obtain such insurance, the Hirer will pay to the Owner the cost of such insurance upon notification from the Owner of the amount.

Indemnity

33. The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Hirer's use of the Vehicle.

Default

34. The occurrence of any one or more of the following events will constitute an event of default

("Event of Default") under this Agreement:

- a. The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.

- b. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of the United Kingdom or another competent jurisdiction.

- c. A writ of attachment or execution is levied on the Vehicle.

Remedies

35. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies"):

- a. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Hirer.

- b. Apply the Deposit toward any amount owing to the Owner.

- c. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
- d. Take possession of the Vehicle, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by taking possession.
- e. Terminate this Agreement immediately upon written notice to the Hirer.
- f. Pursue any other remedy available in law or equity.

36. The Hirer is entitled to the protection and remedies available to them under the Consumer Credit Act 1974.

Assignment

37. The Hirer Will not assign this agreement, the Hirer's interest in this agreement or the hirers interest in the Vehicle without the prior written consent of the owner.

38. If the Hirer assigns this Agreement, the Hirer's interest in this Agreement or the Hirer's interest in the Vehicle without the prior written consent of the Owner, the Owner will have recourse to the Remedies and will be entitled to all damages caused by the assignment.

Renewal

39. The Hirer may renew this Agreement for an additional Term if the Hirer has given the Owner 1 days' written notice of the Hirer's intention to renew and if the Hirer is not in default of any of the terms under this Agreement. Other than as agreed upon in writing between the Parties, the renewal will be on the same terms as this Agreement, except for this renewal clause.

40. Data

The Owner collects and processes a limited amount of personal data about the Hirer. This is typically, but not limited to name, address, email address and telephone numbers. The Owner will only collect and process additional data having gained explicit consent from the Hirer and having established and confirmed the lawful basis for collecting that data. If the Hirer pairs a mobile device with the Vehicles navigation or Infotainment system, personal information may

be collected by these systems. The Hirer is responsible for deleting any such information and the Owner cannot guarantee the privacy of such information.

Entire Agreement

41. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

Address for Notice

42. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the addresses at the end of this agreement.

Payment

43. All monetary amounts in this agreement refer to pounds sterling, and all payments required to be paid under this Agreement will be paid in pound sterling unless the Parties agree otherwise.

All major debit and credit cards are accepted with the exception of American Express. A security deposit of £250 plus the cost of the Rental and any applicable delivery charge will be taken prior to the commencement of the Hire agreement.

Interpretation

44. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

45. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English courts.

Severability

46. If there is a conflict between any provision of this Agreement and the applicable legislation of England (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

47. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

General Terms

48. This Agreement may be executed in counterparts. Facsimile and Electronic signatures are binding and are considered to be original signatures.

49. Time is of the essence in this Agreement.

50. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

51. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, Acts of Terrorism, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

Notice to Hirer

52. This is a Rental Agreement. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

Motor Rentals Ltd
21c West Station Yard, Spital Rd, Maldon, Essex, CM96TR
TEL 01621XXXXXX

Signature

Name

Date: __/__/__

The Hirer

Signature

Name

Address

Date: __/__/__