



## **Terms & Conditions**

### **Interpretation**

- 1)a) Lessor: Nav Van hire limited
- b) Hirer: The person, firm, company or organisation by or on behalf of whom this agreement is signed with a view to hiring the vehicle from the lessor.
- c) Authorised driver: the driver(s), additional to the Heired, specified overleaf, in box 15 until the redelivery of the vehicle into the physical custody of the lessor.
- g) Hire Charges: the total charge for the hire of the vehicle to the Hirer calculated in accordance with the method set over leaf.
- h) Generally: Where applicable, the singular includes the plural and the masculine gender includes the feminine and neuter.

### **The Agreement**

- 2) The Lessor hereby hires the vehicle to the Hirer for the period on the Terms and Conditions here set out (which transaction is referred to hereinafter as "the Hire").
- 3) By virtue of paragraph 3(1) of the consumer Credit (Exempt Agreements) Order 1989 this agreement is not a Regulated Agreement within the meaning of the Consumer Credit Act 1974.

### **The Hirer's Obligations**

- 4) The Hirer will ensure that any authorised driver will comply with these Terms and Conditions.
- 5) At the conclusion of the Hire Period, the Hirer will redeliver the vehicle to the Lessor in a clean condition with all tyres, tools, radio and other accessories in the same condition as when received, ordinary wear and tear accepted, at the place and on the date specified overleaf.
- 6) The Hirer will be liable to the lessor for all the damage to any part of the vehicle caused by misuse or negligence and for all tyre repairs or replacements, for any broken windows or lights and for any damages to the interior of the vehicle.
- 7)The Hirer hereby authorises payment to the Lessor by deduction from any award of damages made in favour of the Hirer in respect of the road traffic accident referred to in paragraph 13, in respect of the cost of repairs necessitated by damage for which the Hirer is responsible under paragraph 6, surcharges under paragraph 10, or charge or penalties as set out in paragraph 11 of these Terms and Conditions.
- 8) The Hirer will, at the request of the Lessor, do all required by the Lessor and permit his/her name to be used by the Lessor, for enforcing any right or remedies against any other parties in connection with vehicle.
- 9) The Hirer will immediately inform the Lessor of any fault in the vehicle and will not use the vehicle whilst it is in an unroadworthy condition.
- 10) The Hirer shall be liable for any surcharges incurred as a result of his actions during the period of hire. Incidents of the Hirer's negligence i.e. running out of fuel, incorrect fuel being put in vehicle, loss of keys or keys locked in vehicle, all costs which will include RAC or AA charges will be recharged to the Hirer and shall be payable on demand.
- 11) The Hirer shall be liable as the owner of the vehicle in respect of:
  - a) any excess charge which may be incurred pursuant to an Order under sections 45 and 46 of the Road Traffic Regulation Act 1984 and the Road Traffic (Parking) Act 1986;
  - b) any of the following offences which may be committed with respect to that vehicle when it is stationary and when a fixed penalty notice is issued;
    - i) being on the road during the hours of darkness without the lights or reflectors required by law;
    - ii) waiting, or being left parked, or being loaded in the road;
    - iii) used or being kept on a public without the vehicle licence being exhibited on the vehicle in the prescribed manner

iv) the non-payment of the charge made at a street parking place;

v) any fixed penalty offence committed in respect of that vehicle under part III of the Transport Act 1982 and the Road Traffic Regulation Act 1984.

12) In the event that the Hirer fails to redeliver the vehicle promptly into the physical custody of the Lessor at the conclusion of the hire period, the Hirer will be liable to pay to the Lessor:

a) compensation in the sum equivalent to the Lessor's daily rate for the vehicle for each day thereafter before redelivery by the Hirer or recovery by the Lessor;

b) any costs of recovery of the vehicle which the Lessor may incur.

Credit pending recovery of the Hire Charges from Third Parties

13) Where the hire is consequent upon the Hirer's own vehicle being unroadworthy as a result of a road traffic accident:

a) the Lessor shall have the right to nominate a Solicitor to pursue an action on behalf of the Hirer through the County Court and/or High Court including a claim for damages in respect of the Hirer's said road traffic accident and the Hirer must fully co-operate in the conduct of that action and, if required by the Lessor, must attend any hearing that the Court appoints, including any application to the Court for any interim payment;

b) at all times ultimate obligation to pay the hire charges to the Lessor shall rest upon the Hirer but the Lessor will allow the Hirer credit as to the hire charges, for what is hereinafter referred to as "the credit period", until whichever is sooner of the following scenarios:

i) such time as a claim for damages in respect of the said accident has been concluded against the party whom the Hirer alleges is liable therefore, or;

ii) the solicitor appointed by the Lessor advises that the said claim for damages cannot or can no longer proceed or is stayed pending a court of appeal, or;

iii) the expiry of 50 weeks from the date of this agreement;

whichever is the sooner;

c) at the termination of the credit period, the Hirer shall immediately and in one instalment pay the hire charges and the payment due in respect of collision damages waiver to the lessor;

d) the credit period shall terminate immediately if, in the reasonable opinion the Lessor, the Hirer fails to co-operate with the Lessor as specified in sub-paragraph 13(a) above.

14) Except insofar as is provided by paragraph 13, the Hirer will pay to the Lessor on demand all charges due under this agreement together with Value Added Tax at the rate in force at the time of hire.

#### **Hirer's insurance**

15) If the Hirer indicates overleaf that he wishes to provide his own insurance, the following provisions will apply;

a) it shall be the Hirer's responsibility to insure the vehicle for the hire period for its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy of insurance with a reputable insurance office;

b) the Hirer shall at the Lessor's request supply full details of the policy to the Lessor and shall instruct the insurers that the Lessor's name shall be endorsed on the policy;

c) the Hirer shall not use the vehicle in contravention of the terms of the policy and shall procure that any compensation under the said insurance is paid directly to the Lessor;

d) if the Hirer shall effect insurance which is not comprehensive or if for any other reason the amount paid by the Hirer's insurance shall be less than the loss or damage (whether direct, indirect or consequential) suffered by the Lessor then the Hirer shall pay the difference to the Lessor.

#### **Accidents**

16) The Hirer and any authorised driver will report at once to the Lessor the occurrence of any and every accident involving the vehicle, no matter how minor, and will complete an Accident Report Form within 24 hours.

17) Furthermore, the Hirer and any authorised driver will;

a) obtain the names and addresses of any other parties and of any witnesses to such an accident;

- b) make no admission of liability;
- c) deliver to the Lessor all summonses, writs or other documents received in connection with the accident;
- d) co-operate fully with the Lessor and the Lessor's and/or Hirer's insurers in the investigation and defence of any claim.

#### **Use During Hire**

- 18) The vehicle will not be driven during the hire period by any person;
- a) other than the Hirer or any authorised driver;
  - b) who is under the age of 21 or over the age of 70
  - c) who has not held a valid full driving licence for a minimum period of 12 months;
  - d) who is under the influence of alcohol or any other substance which might impair ability to drive;
  - e) in a manner which would render void the policy or other contract of insurance, in contravention of any applicable Road Traffic legislation or of the Constructions and Use Regulations for the time being in force.

#### **Termination**

- 19) The hire of the vehicle may be terminated at any time by;
- a) agreement between the Lessor and the Hirer
  - b) the Lessor – giving 24 hours notice of termination – either to the Hirer in person, or alternatively, by delivery of written notice to the Hirer's address overleaf;
  - c) the Hirer – giving 24 hours notice of termination to the Lessor, AND redelivering the vehicle into the physical custody of the Lessor.

#### **Limitation and Exclusion**

- 20) The period of hire shall not under any circumstances exceed 80 days.
- 21) The Lessor shall not and shall not be taken to waive any of its rights under these Terms and Conditions except by a notice in writing signed by its duly authorised representative.
- 22) The Lessor will not be liable for delay and or any consequential loss arising out of breakdown or any other reason
- 23) If the vehicle shall become unroadworthy for any reason whatsoever, the Lessor shall have the right in its absolute discretion to replace the vehicle with an alternative vehicle of similar capacity and performance but if no such alternative is available, or if the Lessor declines to provide an alternative vehicle, there shall be credit to the Hirer, such portion of the hire charges paid by him/her as represents the unexpired portion of the hire period, but the Hirer shall have no other claim of any kind whatsoever against the Lessor.
- 24) The Lessor gives no warranty in relation to the condition of the vehicle beyond those implied by law and to the extent permissible by law excludes liability for any indirect or consequential loss to the Hirer, authorised drivers or third parties arising out of breakdown or any other reason. Nothing in this agreement shall restrict the Lessor's liability for death, personal injury or damage to property to the extent that it is attributable to the negligence of the Lessor or its employers acting in the court of their employment.

#### **General**

- 25) Where a person on behalf of the Hirer has signed this agreement, it warrants that he is authorised to sign for the hirer and is jointly and severally liable with the Hirer under this agreement
- 26) The Hirer acknowledges that the Lessor may use and disclose data recorded in relation to this agreement.
- 27) The vehicle may be fitted with a forward facing camera, fitted at the request of the Lessor's insurance company to assist in accident investigation. The camera records a visual view out of the front windscreen of the vehicle and does not show the interior of the vehicle. The microphone on the camera will records sounds made inside the vehicle. Video and audio footage are recorded onto the camera and overwritten unless saved by the camera in the event that the camera senses an impact. All recorded but unsaved footage will be deleted from the memory by a designated operative of the Lessor before any saved footage is viewed. The Hirer may disable the sound recording function on the forward facing camera using the switch on the passenger side of the camera. The forward facing camera must not be switched off by the Hirer in any circumstance. If the forward facing camera is switched off by the Hirer, the Lessor reserves the right to retain the Hirer's deposit and the Hirer will be liable for any damage sustained to the vehicle as specified in paragraph 6.
- 28) This agreement shall be governed and construed in accordance with the laws of England.

#### **Notice of the Right to Cancel**

29) Where this contract has been made during a visit to you or another person's home, or at your place of work or during an excursion arranged by us, you have the right to cancel this contract within a period of 14 days starting on the date that you receive this agreement by delivering or sending the supplied cancellation notice to the address on the front of this agreement or by email to [nav@vanhireinfo.co.uk](mailto:nav@vanhireinfo.co.uk)

You may cancel this agreement by using the supplied cancellation notice form. If you cancel this agreement after delivery of the hire vehicle, you will be required to immediately pay the hire and delivery charges from the date of delivery of the hire vehicle to the date that you notify us of the cancellation.