

CUSTOMERS INSURANCE

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 which shall, when the context so admits, include the driver of the vehicle.
Lessor. The company Foley Hire named overleaf.
Vehicle. The original vehicle described overleaf or any replacement, vehicle under this agreement together with the spare wheel, tools and other accessories supplied with the vehicle.
Rental Period. The period from the date and time out stated overleaf until the vehicle is off hired in accordance with clause 14.
Rental Charges The hire charges for the rental period calculated in accordance with the Lessor's current tariff, the rate shown overleaf or such other rate agreed between the parties in writing.
 2. The Hirer acknowledges that the vehicle is fit for purpose and is in good condition and undertakes to return it, and its accessories in the same condition, fair wear and tear accepted, to the place, and on the date due back, if specified, overleaf.
 3. During the rental period the Hirer shall keep the vehicle and its accessories in his possession and free from legal process or lien and when not in use adequately protected and secured.
 4. During the rental period, the Hirer shall:
 - a) Check daily engine oil, water level in radiator, washers & wipers, lights, wheel nuts and brake fluid;
 - b) At Lessor's reasonable request, make the vehicle available for inspection, service or repair work.If the Hirer is in breach of conditions 4(a) or 4(b), then the Hirer shall indemnify against all loss or damage whatsoever thereby arising.
 5. The Hirer shall ensure that the vehicle will not be used:
 - a) For the carriage of passengers for hire & reward;
 - b) For any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.
 - c) For hire or reward if the vehicle exceeds 3.5GVW unless a valid operators licence is held;
 - d) To propel or tow any other vehicle or trailer without the prior written permission of Lessor;
 - e) Outside of England, Scotland & Wales without the prior written consent of the Lessor.
 6.
 - a) The Hirer acknowledges that the vehicle has been hired subject to the Hirer arranging for a full comprehensive policy of insurance to be in force throughout the entire period of the hiring.
 - b) If the Hirer is in breach of condition 6(a) then the Hirer shall indemnify the Lessor against all injury, loss and damage whatsoever and howsoever arising.
 7. The Hirer agrees to pay on demand:
 - a) All rental charges
 - b) Any appropriate mileage or other charges at the rates referred to in this agreement or from time to time in force;
 - c) The full cost of uninsured damage to, or loss of the vehicle;
 - d) Any amount in respect of which the Hirer is required to indemnify the Lessor to the terms of this Agreement.
 8.
 - a) In this clause the term Lessor shall include the company named overleaf.
 - b) The Lessor shall have a right of set off against any amount due from them to the Hirer, any sum or sums which at the date of set off are due and owing to the Lessor from the Hirer.
 9. The Hirer shall:
 - a) inform the Lessor immediately of any loss of or damage to or fault developing in the vehicle.
 - b) At the request and cost of the Lessor permit to be done (if necessary in the Hirers name) including, but without limitation;
 - i) all acts and things as may be reasonably required by the Lessor for the purpose of repairing the vehicle;
 - ii) Enforcing any rights or remedies against or obtaining relief from other parties;
 - c) indemnify the Lessor against any loss or damage;
 - i) incurred by reason of any breach of this agreement by the Hirer;
 - ii) which is not covered by the contract of insurance on the vehicle;
 - iii) arising from the loss of or damage to any property left stored or transported in or upon the vehicle.
 10.
 - a) The Hirer shall immediately report any accident to the Lessor and deliver every document of any kind received by the Hirer relating to the claim connected with an accident or event involving the vehicle.
 - b) The Hirer shall not aid or abet any claim against the Lessor but shall assist the Lessor in investigating and defending any claim.
 11. The Hirer shall be liable as owner of the vehicle in respect of:
 - a) 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 namely; being on a road during the hours of darkness without the lights or reflectors required by law, waiting, or being left or parked, or being loaded or unloaded, in a road, being used or kept on a public road within the meaning of the vehicle [Excise] Act 1971 without a licence under that Act being exhibited on the vehicle in the manner prescribed under that Act; and the non payment of the charge made at a street parking place; and
 - b) any excess charge which may be incurred in pursuance of an order under section 45 & 46 of the Road Traffic Regulation Act 1984 (or as amended, replaced or revised by subsequent Legislation or orders);
 - c) Any charges made by Customs & Excise as a result of seizure of the vehicle by them together with a loss of income charge whilst the vehicle is unavailable for rental.
 12. The Hirer accepts liability for any penalty charges which may be incurred whilst the vehicle remains on hire and agrees to indemnify the Lessor against any claims which may be made against them.
 13.
 - a) The vehicle will remain on hire to the Hirer until the off hire procedure has been completed;
 - b) The vehicle will be deemed to be off hire for insurance purpose when it is delivered into the possession of the Lessor during normal business hours, the keys of the vehicle have been handed to a duly authorised representative of the Lessor and the hire note has been signed off hire by the Lessor.

Note: The return of the vehicle to the Lessors premises outside normal business hours does not constitute off hiring.

 - c) And the Hirer should ensure that the insurance remains in force failing which the Hirer may be personally liable for any loss or damage which occurs;
 - d) notwithstanding the above sub clauses a), b), c), the Lessor acknowledges that it will cease to levy hire charges for the vehicle at 5.00pm on the day upon which the Hirer notifies the Lessor that the Hirer wishes the hire to cease provided always that the vehicle is delivered into the Lessors possession and taken off hire by 9.00am on the following day upon which the Lessor shall be open for business
 14. The Lessor may demand the return of the vehicle at any time and if in the Lessors reasonable judgement such demand might not be complied with Lessors may repossess the vehicle and terminate the hire agreement without liability for any loss or damage which the Hirer may sustain as a result of such demand and termination or repossession.
 15. In the event of the vehicle being returned or collected in a damaged condition, the rental charge will continue until such time as the vehicle is repaired and returned to a hireable state. Should the vehicle be deemed To be beyond economical repair, or stolen and not recovered, the hire charge will continue until settlement in full is received.
 16.
 - a) The Hirer is responsible for any damage caused to tyres and tubes (fair Wear and tear excepted)
 - b) The Hirer is responsible for breakages to windscreens or windows.
 - c) The Hirer shall have exclusive possession, use and control of the vehicle for the duration of the agreement and the Hirer shall assume exclusive responsibility to the public and any regulatory body having jurisdiction.
 - d) The Hirer undertakes to drive and use the vehicle in a skilful and careful manner at all times.
 17. Notwithstanding any agreed period of credit if any invoice is overdue for Payment the balance of the account becomes immediately due and payable.
 18. The Lessor shall be liable to the Hirer for direct loss only as herein provided. It is agreed and acknowledged by the Hirer that the Lessor shall not be liable for any indirect or consequential loss whatsoever, Howsoever arising, Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessors liability for death or personal injury resulting from negligence or other liability of the Lessor which cannot be excluded as a matter of law.
 19. This agreement and the hiring thereunder will terminate if so fact or and immediately if a petition to wind up the Lessor or appoint an administrator of the Lessor is presented to a court if the Lessor passes a resolution for voluntary liquidation [except for the purposes of amalgamation or reconstruction] or if a receiver or receiver and manager is appointed with respect to any of the assets of the Lessor and upon such termination as foresaid the Hirer will immediately return the vehicle to the Lessor or its duly authorised agent, for the return of the vehicle at such place as the Lessor may have appointed.
 20. Any additions to or alteration of the terms and conditions of this agreement shall be null and void unless agreed upon in writing by the parties.
 21. Cancellation: If a Hirer cancels a pre-booked hire within 48 hours of the hire period then a cancellation fee shall apply.
- Foley Hire, The Wagon House, Lower Goosehill Farm, Goosehill Lane, Droitwich, Worcs WR9 7EH**