

TERMS AND CONDITIONS

1. In the Agreement the following terms shall have the meanings hereby respectively assigned to them.

Hirer: The person named as such overleaf.

Driver: The Hirer and/or other person named as such overleaf or any person who satisfactorily completed a Proposal form.

Vehicle: The original vehicle described overleaf or any replacement vehicle.

Accessories: The spare wheel, tools and other items with which the vehicle is fitted and any replacements thereof.

Rental Period: The period from the date and time out stated overleaf or as extended until the re-delivery of the vehicle into the physical custody of the Lessor.

Rental charges: The hire charges for the rental period calculated in accordance with the Lessor's current tariff.

Excess Amount: The sum of £250 or any larger sum specified overleaf as the excess amount.

Excess Waiver Fee: A fee calculated in accordance with the Lessor's current tariff which relieves the Hirer of all liability to pay the excess amount.

Personal Accident Insurance Fee: A fee calculated in accordance with the Lessor's current tariff which entitles the Hirer to the benefits of the personal accident cover set out in the master policy issued to the lessor.

Current Tariff: The Lessor's tariff current at the commencement of the hire.

The Insurance Policy: The Lessor's policy of insurance on the vehicle a copy of which is available for inspection at the main office of the Lessor.

2. The hirer undertakes to return the vehicle and its accessories in the same condition as supplied, fair wear and tear excepted, to the place and on the due time and date as specified overleaf.

3. During the rental period the Hirer shall keep the vehicle and its accessories and fitting hereon in his or the driver's possession and free from legal process or lien and when not in use adequately protected and secured.

4. The Hirer and any other driver shall ensure that the vehicle will not be used:

- (a) for hire or reward
- (b) for racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or other object
- (c) in any manner which might render void the insurance policy, or other contract of insurance
- (d) for illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction
- (e) by any person who:-
 - (i) is not licensed to drive the vehicle
 - (ii) is under 21 years of age or over 65 unless approved by the Lessor
 - (iii) is under the influence of drink or drugs
 - (iv) has given a fictitious name, age or address
 - (v) has not been approved by the Lessor as a driver
 - (vi) has been convicted of a motoring offence the details of which have not been disclosed in writing to the Lessor at the commencement of the hire
- (f) outside England, Wales or Scotland without the proper consent of the Lessor

5. The Hirer agrees to pay on demand:

- (a) rental charges
- (b) any appropriate excess waiver or personal accident insurance fees
- (c) the excess amount in respect of each incident resulting in damage to or loss of the vehicle, its accessories or fittings thereon or any property left stored or transported in or upon the vehicle

6. The Hirer and any driver shall:-

- (a) Ensure compliance with the terms, conditions and limitations of the insurance policy, which shall be deemed to be included in this agreement as if the same were fully set out herein. The minimum insurance excess being £300.00. A higher excess shall apply and noted overleaf for drivers with convictions. All drivers with convictions must be cleared by Panther Truck Rental before driving. The insurance policy is fully comprehensive but subject to the excess stated overleaf with the policy terms and conditions being available on request
- (b) Inform the Lessor as soon as is reasonably possible of any loss or damage, to or fault developing in the vehicle
- (c) The Lessee and / or approved driver shall report as soon as possible to us upon becoming aware of any defects which cause the vehicle to be in an un-roadworthy condition and should immediately stop using the vehicle
- (d) You will be responsible for all loss or damage to the vehicle, (unless as a result of our negligence, or our breach of this agreement) but limited to the excess amount stated overleaf. You will also be liable for the loss of rental income incurred by us as a result. The full terms and conditions of the policy are available on request.

7. The Hirer and any driver shall not:-

- (a) without the prior consent of the Lessor incur any liability for repairs to the vehicle in excess of £10
- (b) be the agent or servant of the Lessor for any purpose
- (c) make any claim for loss of or damage to any property left stored or transported in or upon the vehicle

8. 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: being on the 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 Vehicles (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 maybe incurred in pursuance of an order under sections 35 and 36 of the Road Regulations Act 1967 (provision on highways of parking places where charges are made)

9. Goods in transit, personal accident, and personal effects cover is not effective unless a separate proposal form has been completed and the appropriate premium paid.

10. This agreement may not last longer than 90 days and may be terminable upon 29 days notice.