



Maun Motors Self Drive Terms & Conditions

Lessor hereby rents to Hirer(s) and Hirer takes on rental of agreed motor vehicle (herein called "Vehicle") subject to all terms and provisions of this agreement.

1. Vehicle is the property of the lessor. Hirer will return vehicle; together with all tyres, tools, accessories and equipment, in the same condition as when received, normal wear and tear excepted, to the place and on the date specified on hire contract, or sooner if demanded by Lessor, and will use Vehicle in a reasonable manner.

2. Vehicle will not be used:

- (a) for the carriage of passengers for hire or reward, except as permitted under the Minibus Act 1977.
- (b) for any unlawful purpose in contravention of any Act, Order or Regulation affecting the Vehicle, its use or construction.
- (c) to propel or tow any other vehicle or trailer.
- (d) for racing, pace-making, reliability trials, speed testing or driving tuition.
- (e) by any person who has given a fictitious or false name .
- (f) to carry a greater number of passengers and/or more baggage than recommended by the manufacturer.
- (g) by any person other than the Hirer who signed the Rental Agreement or who has been nominated as a driver by Hirer and approved by Lessor or by a motor vehicle repairer in the event of an accident or breakdown.
- (h) by any person who has within the preceding period of ten years been convicted of a driving offence under the influence of drugs or alcohol, or dangerous driving, or has had more than one accident in the previous three years.
- (i) by any person not holding a valid current licence, including where necessary or appropriate an HGV driving licence.
- (j) by any person under the age of 25 years of age, or over 70 years of age.
- (k) in any manner which will render the applicable insurance policy void.
- (l) outside England, Scotland or Wales without the Lessor's consent.
- (m) in connection with a business or trade or of hire and reward unless Hirer holds a valid and current "Operators Licence" for all relevant vehicles.
- (n) in circumstances where the maximum pay by load or individual axle plated weights are exceeded. Hirer is responsible for loading and unloading the vehicle.

3. Hirer expressly acknowledges personal liability to pay Lessor on demand:

(a) the Rental due under this agreement together with, where specified, a mileage charge computed at the rates specified for the mileage covered by Vehicle from commencement of the rental until the vehicle is returned (the number of miles over which said Vehicle shall be operated under the Hire Agreement shall be determined by reading the odometer installed by the manufacturers, if odometer fails the mileage charge shall be made in accordance with the road map distance of the journey travelled).

(b) time, collision damage waiver and miscellaneous charges at the rates specified in the Hire Agreement.

(c) all fines, excess charges or other penalties, and all court costs for parking incurred in relation to said Vehicle by Hirer or Lessor from the commencement of the Hire Agreement until vehicle is returned except where caused through fault of Lessor.

(d) Lessor's costs, including reasonable legal fees incurred collecting payments due from Hirer here under.

(e) Lessor's costs to repair collision or other damage to vehicle provided that, if vehicle is operated in accordance with all terms and except where Hirer undertakes to provide own insurance with indemnity, Hirer's liability for such damage:

(i) shall not exceed the maximum damage liability of £250.00 on cars and car derived vans, £500.00 on medium vans and Minibuses up to 3.5 tonne GVW and £750.00 on all vehicles over 3.5 tonne GVW.

(ii) shall be waived or reduced to the figure indicated on Hire Agreement if Hirer has purchased in advance the collision damage waiver of excess.

(iii) in respect of all overhead damage howsoever caused the collision protection payment does not cover any damage above the height of the cab.

(f) Compensation for Lessors loss of use of Vehicle whilst being recovered at the termination of this rental or whilst being repaired consequent upon any collision or other damage suffered before the Vehicle was returned to the Lessor's place of business.

4. Hirer shall at the request and cost of the Lessor do and concur in doing and permit to be done in his name or by his appointed agents all such acts and things as may be necessary or reasonably required by Lessor for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from other parties in respect of any loss or damage to or in connection with the Vehicle and its return by Hirer to Lessor and Lessor shall account to Hirer for any sums recovered by Lessor and due to Hirer from such other parties under this clause after setting off any outstanding liability of Hirer to Lessor.

5. Hirer must immediately inform the Lessor and in any event within 24 hours, excluding public holidays, of any loss of, or damage occurring to Vehicle and of any fault, reasonably requiring repair, developing therein and must not in the case of damage or fault which makes vehicle un-roadworthy or liable to cause danger to any person or property use the vehicle until such damage or fault has been repaired or corrected. Authorisation for expenditure must be obtained from Lessor prior to commencement of the repair.

6. Lessor shall not be liable for loss or damage to any property left, stored or transported by Hirer or any other person in or upon the Vehicle either before or after the return therefore to the Lessor. Hirer hereby agrees to hold Lessor harmless from, and indemnify Lessor against all claims based upon or arising out of such loss or damage.

7. Hirer shall not sell or offer for sale, assign mortgage or pledge the Vehicle or the tools or equipment or any part or parts thereof or otherwise deal with the same in any manner inconsistent with the Lessor's ownership. Hirer will not allow any lien upon Vehicle tools or equipment to come into existence, except as concerns authorised repairs or emergency repairs subsequently authorised to Vehicle. The Agreement shall determine forthwith if a receiving order is made against Hirer (or being a Company goes into liquidation, whether voluntarily or compulsory) or if Hirer shall call a meeting of his creditors or if any distress or executions is levied against any of his goods, or if Hirer shall not perform or observe all the stipulations herein contained on the part of the Hirer to be performed or observed, but such determination shall not affect any then existing rights of Lessor's, whether for damages or otherwise. In any of such events Hirer shall forthwith return vehicle to Lessor, failing which Lessor, its servants and agents may without previous notice enter upon any premises upon or in which vehicle may be or may be believed to be situated and all cost and expenses incidental to recovery of vehicle incurred by Lessor shall be paid by Hirer on demand.

8. Hirer warrants that he participates as an insured under a motor vehicle policy, a copy of which is available for inspection by Hirer at the head office of Lessor. The policy contains unlimited cover against public liability for bodily injury £1,000,000 against liability for property damage, unlimited liability for bodily injuries to passengers. Hirer agrees to further protect the interest of Lessor and Lessor's insurance company in case of accident during the term of this rental by:

- (a) making every endeavour to obtain names and addresses of parties involved and of witnesses,
- (b) not admitting liability or guilt,
- (c) not abandoning Vehicle without adequate provisions for safeguarding and securing same,
- (d) calling nearest office of Lessor by telephone even in case of slight damage, further giving detailed report including diagram to Lessor,
- (e) notifying police immediately if another party's guilt has to be ascertained, or if people are injured.

9. Lessor has maintained vehicle to at least the Manufacturer's recommended standard but shall not be liable for any consequences arising from any defects or mechanical failure of the vehicle although precautions have been taken to prevent such happening.

10. The 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.