

STAMFORD VEHICLE HIRE LIMITED
TERMS AND CONDITIONS OF VEHICLE RENTAL

1. Definitions
- In these terms and conditions
- (1) "The Lessor" shall mean Stamford Vehicle Hire Limited
- (2) "The Hirer" shall mean those persons described in the boxes on the reverse of this form marked Hirer details and driver details.
- (3) "The Vehicle" shall mean the vehicle specified overleaf or any vehicle substituted therefore together with all tyres, spare parts, tools, handbooks and other detachable items in or about the vehicle at the date of delivery
- (4) "Hire Period" shall mean the period from the date and time out to the date and time back shown overleaf plus any extended period agreed by the Lessor.
2. Responsibility under agreement.
- The individual signing overleaf shall be jointly and severally liable with the Hirer for the Hirer's obligations notwithstanding that he or she may be the employee or servant of the Hirer and any additional authorised driver shall be deemed to be the agent of the Hirer.
3. Operation of the vehicle.
- 3.1 The Hirer shall ensure that the vehicle is operated properly, safely and lawfully by drivers who at all times hold valid and current driving licences and are insured to drive the Vehicle in the appropriate classes.
- 3.1.1 The Hirer shall ensure the correct type and amount of fuel is put into the vehicle. Should the vehicle breakdown or be damaged by the wrong fuel being put into the vehicle then the Hirer will reimburse the Lessor for any and all costs/damages associated therewith.
- 3.2 The Hirer undertakes and agrees that the Vehicle will not be driven:
- 3.2.1 in a manner which would render void the Hirer's policy or other contracted insurance;
- 3.2.2 to propel or tow any Vehicle or trailer without prior permission of the Lessor;
- 3.2.3 outside England/Scotland or Wales without the prior consent of the Lessor;
- 3.2.4 in the event of mechanical, electrical or structural failure which may create further damage or be in contravention of the Road Traffic Act Construction and Use Regulations;
- 3.2.5 by any person who is or appears to be under the influence of drugs or alcohol or who is not licensed to drive the Vehicle;
- 3.2.6 where the load would cause the plated gross vehicle weight to be exceeded or where the load is improperly loaded or secured;
- 3.2.7 where the Hirer is not in possession of all licences appropriate to the operation of the Vehicle.
- 3.3 Payment obligations
- On or before the 7th day following the date upon the face of any invoice, unless agreed in writing with the Lessor, the Hirer undertakes to pay in full: -
- 3.3.1 the current tariff charges (which may be inspected at the Lessor's Premises) applicable from time to time during the Hire Period in respect of: -
- (a) insurance including any excess protection insurance requested (unless Hirer insures);
- (b) rental; and
- 3.3.2 charges relating to damage to the Vehicle
- 3.3.3 additional charges including but not limited to cleaning, fuel, foreign travel;
- 3.3.4 the relevant excess amount (not exceeding £1,000.00) in respect of every collision damage or loss incident resulting in loss or damage to the Vehicle where excess protection insurance does not apply;
- 3.3.5 any ancillary equipment charges;
- 3.3.6 compensation by way of agreed liquidated damages (at rates equal to 95% of the Lessor's rental tariff actually charged to the Hirer for the hire of the Vehicle at the date of termination or provision of substitute vehicle as appropriate). , for loss suffered by the Lessor by reason of the Vehicle being unavailable for hire:
- (a) whilst the Lessor undertakes any repairs or cleaning to restore the Vehicle to its pre hire condition as at commencement of this Hire period (fair wear and tear and traffic grime accepted) or in the event that the Lessor provides a substitute Vehicle during the Hire Period and the replaced Vehicle is unavailable for hire until such works are completed or at the end of the Hire Period;
- (b) until the vehicle is restored to the possession of the Lessor if it is not returned to the Lessor's premises at termination of the Hire Period.
- 3.3.7 Value Added Tax at appropriate prevailing rates on all sums due from the Hirer under the terms of this agreement;
- 3.3.8 any other sums for which the Hirer is liable to the Lessor under the terms of this agreement.
- 3.4 Interest
- The Hirer will pay interest to the Lessor on all overdue sums at the rate of five percent (5.0%) per annum above the base lending rate of Barclays Bank Plc. from time to time from the due date until the date of actual payment.
- 3.5 Maintenance of Vehicle
- The Hirer undertakes to the Lessor: -
- 3.5.1 to inform the Lessor of any loss or damage to or fault developing in or services due on the Vehicle;
- 3.5.2 to permit the Lessor to carry out all necessary repairs, servicing and testing or inspection and return the Vehicle to the Lessor or its appropriate agent to enable such actions and collect the Vehicles subsequently, all such vehicle movements being made at the Hirer's expense: tyre pressure, engine oil levels, battery fluid levels, screen wash levels, coolant and anti-freeze levels, tightness of wheel nuts, air brake anti-freeze levels and air tank drainage, any other routine checks that are specific and necessary to the Vehicle.
- 3.6 Vehicle security
- The Hirer undertakes to ensure that the Vehicle is adequately locked, protected and secured when not in transit/use.
- 3.7 Preservation of Lessor's title
- The Hirer undertakes not to commit any act of default which may result in any lien, charge or other legal process being levied against the Vehicle whereby the Hirer loses possession of the same.
- 3.8 Return of the Vehicle to the Lessor
- The Hirer undertakes to return the Vehicle to the Lessor.
- 3.8.1 at the end of the Hire Period on the date specified; or
- 3.8.2 forthwith on demand by the Lessor if the Hirer is in breach of this agreement;
- 3.8.3 to the place from which it was collected;
- 3.8.4 in the condition prevailing at the commencement of rental, fair wear and tear excepted;
- 3.8.5 in a clean and tidy condition, traffic grime excepted;
- 3.8.6 with an accompanying report, verbal or otherwise, where any fault or default becomes apparent.
- If the Vehicle is returned to the Lessor's premises outside office hours the hire shall be deemed to continue and any damage occurring to or loss of the Vehicle shall be at the Hirer's risk until the Vehicle is checked by the Lessor. The Hirer shall pay to the Lessor the cost of rectification of all damage or loss suffered by the Vehicle other than any resulting from any act or default of the Lessor.
- 3.9 Road Traffic offences
- 3.9.1 The Hirer shall be liable as owner of the Vehicle in respect of:
- (a) any fixed penalty offence which may be committed in the Vehicle during the currency of this hire agreement and the provision of such information as shall be prescribed by law; and
- (b) any penalty offence committed in respect of the Vehicle under Part III of the Transport act 1982; and
- (c) any excess charge which may be incurred in respect of the Vehicle in pursuance of an Order under Section 45 and 46 of the Road Traffic Regulations Act 1984.
- 3.9.2 The Hirer shall be liable as principal for and shall indemnify the Lessor against all fines, penalties or charges imposed or levied in respect of the use of the Vehicle during the Hire Period together with a flat rate administration fee not exceeding £15.00 + VAT to cover the Lessor's time and cost in dealing with the same.
- 3.10 Repairs
- The Hirer shall not undertake or arrange repairs to the Vehicle of a value in excess of £25.00 without the prior consent of the Lessor.
- 3.11 Negligent Damage
- The Hirer shall be liable to the Lessor for the cost of repair or rectification of any damage to the Vehicle resulting from negligence, abuse, or improper use of the Vehicle by the Hirer, its servants, agents, and employees. In any event the Hirer shall be responsible for all overhead/undercarriage damage howsoever occasioned. Notwithstanding a vehicle check-in sheet being signed, the Lessor reserves the right within 72 hours of the actual check in time to inform the hirer of any damage or loss caused during the Hire Period.
- 4 Lessor's Obligations
- Vehicle Breakdown within England, Wales and Scotland
- Upon receipt of notification from the Hirer of breakdown of the Vehicle, the Lessor shall:
- 4.1.1 make arrangement for the repair of the breakdown within 4 hours of notification from the Lessors' assigned breakdown engineer or such reasonable longer period as shall be appropriate to the location in which the breakdown occurs.
- 4.1.2 if the breakdown cannot be repaired in accordance with 4.1.1 above having regard to the location, time of day and day of the week, the Lessor shall use all reasonable endeavours to procure a substitute vehicle as soon as reasonably practical but if the Lessor is unable to provide a substitute vehicle then either party may terminate the hire within twenty-four hours of receipt by the Lessor of notification of the breakdown.
- 4.2 If a breakdown occurs outside England, Wales and Scotland:
- 4.2.1 the Lessor shall be under no obligation to attempt to repair or provide a substitute vehicle.
- 4.2.2 if the breakdown is of a minor nature costing less than £100 to rectify, the Hirer shall make arrangements to have the breakdown rectified and upon production of appropriate documentary evidence of payment, the Lessor shall reimburse the cost.
- 4.2.3 if the Vehicle is damaged as the result of an accident or the default or negligence of the Hirer, the Hirer must notify the Lessor and comply with the Lessor's instructions to arrange rectification and thereafter bring the Vehicle back to the Lessor's premises in England

- 4.2.4 if the breakdown is of a major nature costing more than £100 to rectify, the Hirer shall immediately notify the Lessor and shall comply with the Lessor's instructions to arrange rectification of the defects. The Lessor may require the Hirer (or its driver) not to return to England but wait and bring the Vehicle back to the Lessor's premises in England insofar as that requirement is reasonable in the circumstances.
- 4.2.5 the Lessor shall not be liable for any consequential loss, liability or expenses incurred by the Hirer as a result of the breakdown of the Vehicle or the action taken to rectify the breakdown PROVIDED THAT nothing herein shall limit the liability of the Lessor for the death or personal injury to persons arising out of its negligence.
5. Insurance.
The Hirer agrees and undertakes as follows:
- 5.1 Where the Hirer elects to adopt the Insurance cover provided by the Lessor (unless the Lessor determines that its insurance is not available for the particular hire) then its terms, conditions and limitations of the Lessor's insurance policy (a copy of which can be inspected at the office of the Lessor) are deemed to be incorporated in this agreement.
- 5.2 If the Hirer completes and signs the section overleaf relating to "own insurance" or if the Lessor determines that its insurance is not to be made available of the particular hire, then the Hirer undertakes throughout the continuation in force of this agreement, without prejudice to the liability of the Hirer to the Lessor, to keep the Vehicle (including any replacement vehicles provided) insured with an insurance company of good repute against loss or damage from all risks (including without limitation accident, fire, theft, windscreen damage and third party risks). The Hirer shall:
- 5.2.1 notify its insurers that the Vehicle is on hire from the Lessor and request the insurer to indorse a note of the Lessor's interest on the policy of insurance naming the Lessor as loss payee; and
- 5.2.2 on demand show to the Lessor the policy of insurance, the premium receipts and insurance certificate; and
- 5.2.3 not use or allow the Vehicle to be used for any purpose not permitted by the terms and conditions of the policy of insurance or do or allow to be done any act or thing whereby the insurance may be invalidated; and if the Hirer defaults in the payment of any premium in respect of the insurance, the Lessor may, at its discretion, pay such premium in which event the Hirer shall repay the amount thereof to the Lessor on demand; and
- 5.2.4 indemnify the Lessor against all loss or damage to the Vehicle whether or not covered and recoverable under the policy of insurance; and
- 5.2.5 authorise its insurer to communicate directly with the Lessor and provide any information required. The Hirer also authorises the Lessor to take over any claim which the Hirer may have which relates to the Vehicle and to negotiate and settle any claim directly with the insurer.
- 5.2.6 be fully responsible for the provision of comprehensive insurance cover from such time as the Vehicle is delivered into the Hirer's custody, until the vehicle is collected or returned to the Lessor notwithstanding the hire period as defined in 1.4 above.
- 5.3 Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer shall:
- 5.3.1 immediately notify the Lessor thereof; and
- 5.3.2 not compromise any claim without the consent of the Lessor; and
- 5.3.3 allow the Lessor to take over the conduct of negotiations (except in respect of damage to the property of the Hirer unconnected with the Vehicle); and
- 5.3.4 at the expense of the Hirer take such proceedings (in the sole name of the Hirer or jointly with the Lessor) as the Lessor shall direct, holding all sums recovered together with any monies received by the Hirer under its policy of insurance, on trust for the Lessor and paying or applying the same as the Lessor directs and as herein provided.
- 5.4 If any vehicle is declared a total loss the hire thereof shall terminate. In the event that the insurance proceeds are paid to the Hirer he shall hold the same on trust and pay the proceeds over to the Lessor who shall apply them towards payment of the sum necessary to compensate the Lessor in turn for: -
- 5.4.1 the loss of the Vehicle; then
- 5.4.2 the unavailability of the Vehicle for use for hiring purposes; then
- 5.4.3 the loss of profit as a result of the loss of that vehicle.
- 5.5 The Lessor shall have the right itself to repair or have repaired any vehicle which is the subject of an accident. If the Lessor does not choose to do so then the Hirer shall be liable to arrange for reinstatement or repair at its own expense (but subject to the application of any insurance proceeds) to be carried out by a repairer nominated or approved by the Lessor on a vehicle which has not become a total loss and during the period of such reinstatement or repair the Hirer shall continue to pay rental in respect of such vehicle.
- 5.6 The Hirer shall pay direct to the repairer or other appropriate party or reimburse to the Lessor any payment made by it in respect of any amount deducted by the insurers by way of excess and an appropriate sum in respect of value added tax on any repair bill where the insurance proceeds do not include any element for unrecoverable value added tax.
- 5.7 The Hirer shall reimburse the Lessor for loss arising in respect of damage caused to any vehicle prior to the date of total loss and (subject to the application of insurance proceeds under clause 5.3.2 above) shall indemnify the Lessor against all and any loss suffered by it in consequence of damage to or loss of the vehicle or the termination of this hire agreement.
6. Hirer's property on the vehicle
The Lessor shall not be liable whatsoever for loss of or damage to any property left, stored or transported by the Hirer or any other persons in or upon the vehicle before, during or after the hire period. The Hirer hereby agrees to hold the Lessor harmless from and to indemnify the Lessor against all claims made by any third party based upon or arising out of such loss or damage unless caused directly by the negligence of the Lessor and where the Hirer's intended use of the Vehicles has been clearly stated as a term of this agreement.
7. General Liabilities
- 7.1 The Hirer shall be solely responsible for and hold the Lessor fully indemnified against all claims, demand, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Lessor as a result of any accident involving the Vehicle (other than death or personal injury resulting from negligence of the Lessor, its employees or agents).
- 7.2 The Lessor does not hire the Vehicle subject to any condition or warranty whether express implied or statutory in connection with the fitness for any purpose or age of the Vehicle (except those conditions implied by statute where the Hirer does not deal in the course of a business) unless the Lessor had indicated in writing that the Vehicle is suitable for a particular purpose.
- 7.3 Save for liability for death or personal injury caused by the negligence of the Lessor, its employees or agents, the Lessor shall not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or its use.
- 7.4 The Hirer shall be solely responsible for and hold the Lessor fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Lessor as a result of any damage caused or any breach or default on the part of the Hirer in the discharge of its obligations under this hire agreement.
- 7.5 Subject to clause 5 above the Lessor shall not be liable for any alleged consequential direct or indirect loss howsoever arising incurred by the Hirer or by any third party in the event of a breach by the Lessor of the terms of this agreement (whether caused by negligence or otherwise) or by reason of a breakdown of the Vehicle or in inability of the Lessor to provide a substitute vehicle as anticipated by clause 4.1 hereof provided that nothing herein shall limit the liability of the Lessor for death or personal injury to persons arising out of its negligence.
8. Termination
- 8.1 If the Hirer shall fail to pay any tariff or other sum payable under this agreement within 7 days of it being due (whether demanded or not) or shall commit a breach of the other terms and conditions of this agreement or shall do or allow to be done any act or thing which in the opinion of the Lessor may jeopardise the Lessor's rights in the Vehicle then in each and every such case the Hirer shall be deemed to have repudiated this agreement and the Lessor may thereupon or at any time within 3 months thereafter by notice in writing to the Hirer for all purposes forthwith terminate the hire constituted in this agreement.
- 8.2 The Hirer shall upon termination pay to the Lessor:
- 8.2.1 all arrears of tariff charges then due and all sums accrued due and unpaid at the date of termination together with interest thereon in accordance with clause 3.4; and
- 8.2.2 the cost of all repairs and cleaning required at termination (other than those for which the Lessor has assumed responsibility under clause 4); and
- 8.2.3 compensation for loss suffered by the Lessor as a result of such termination such loss being determined by the Lessor having regard to relevant circumstances; and
- 8.2.4 any other sums which are or become due to the Lessor or to which the Lessor is entitled by way of damages.
The termination of the hire constituted by this agreement shall not affect any rights of the Lessor or liabilities of the Hirer subsisting or occurring at the date of termination.
- 8.3 On termination of the hire howsoever or whensoever occasioned or on expiry of the period of hire, the Hirer shall no longer be in possession of the Vehicle with the Lessor's consent and shall forthwith return the Vehicle to the Lessor at such address as the Lessor may direct in good order and in good working condition and at the Hirer's expense and risk. Without prejudice to the foregoing or to the Lessor's claim for any arrears or tariff charges or other payments due in respect of damages for any breach by the Hirer of this agreement or any other rights hereunder, the Lessor or its authorised representatives may at any time after such termination or expiry of the period of hire, and without notice, retake possession of the Vehicle and for such purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for all costs, charges and expenses incurred in retaking possession of the Vehicle as aforesaid.
9. The hirer and any driver agree that all information submitted, may be shared with third parties, including other hire companies and vehicle providers in the event of the Lessor suffering unrecoverable loss or fraud. Such information will be used to help prevent fraud and other criminal activities.
10. Lessor/Hirer Relationship
The Hirer shall not and has no authority to hold himself out to be the agent or servant of the Lessor for any purpose.
11. Non-Assignment
This agreement shall be personal to the Hirer and shall not, nor shall any rights under it, be assigned by the Hirer without the prior written consent of the Lessor.
12. Governing Law
This agreement shall be construed in accordance with English law and the Hirer hereby submits to the exclusive jurisdiction of the English Courts.
13. Variation of Terms
The terms and conditions of this agreement cannot be varied amended or waived other than by written agreement between the parties.
14. Construction of clauses
Each clause or sub-clause of this agreement shall be separate, distinct and severable from each other and shall be constructed accordingly