

## **Fleet Efficiency Ltd & Fleet Efficiency Rental Ltd Vehicle Hire T&Cs**

- 1 (a) In these terms and conditions "FE" means Fleet Efficiency Ltd, Company number 5524824, having its registered office at Unit B, Anchor Business Park, 102 Beddington Lane, Croydon CR0 4YX and "Hirer" means the party overleaf and "TOS" means terms of service.
- (b) Throughout the term of this hire, FE will repair and service the vehicle to such a standard as it deems necessary, the Hirer returning the vehicle at its own expense for this purpose, subject to FE's right to determine this Agreement on return of the vehicle for repairs or service and such determination shall then take effect immediately notwithstanding any delay in communicating the same to the Hirer.
- (c) FE has maintained the vehicle in accordance with the manufacturer's recommendation, but shall not be liable for the consequences arising from any defects in mechanical failure where reasonable precautions have been taken, and in no circumstances shall FE be liable for any loss of profit or for any damage to property carried in the vehicle
- 2 (a) The hirer shall throughout the whole period of this agreement and thereafter, until the vehicle is returned to FE premises, insure the vehicle under a policy to be approved in writing by FE which policy shall in any event cover all risks normally covered by a comprehensive policy of insurance in the full insurable value thereof and shall ensure that the premiums are promptly paid and that the vehicle is operated in accordance with the terms and conditions thereof and shall do or omit nothing whereby such policy may be returned void.
- (b) Prior to the commencement of the hiring of the vehicle, the hirer shall produce to FE a current certificate of insurance under which the vehicle is to be insured for FE to inspect, copy and return to the hirer. The hirer shall forthwith have endorsed the policy of insurance the interest of FE and shall within 48 hours of FE giving notice that FE requires sight of the policy, produce the Policy of Insurance for inspection at FE's premises.
- (c) (i) Until FE shall have given approval in writing of the said insurance policy referred to in Clause 2(b) above, FE may, at its sole discretion, determine this agreement at any time without notice and have such right against the hirer as are provided in clause 5(b) hereof and such other rights as accrue to FE in the event of a breach of condition by the hirer and such rights to determine consequential rights shall not be waived by forbearance, indulgence or representation given or made by or on behalf of FE. Thereafter no alteration of any terms and conditions of the said policy shall be made without the approval in writing of FE being first obtained.
- (ii) If the hirer's insurance cover is due for renewal during the period of the vehicles hire, the hirer shall notify FE at least 14 days before the date when renewal is due so as to whether renewing the policy of insurance or seeking insurance elsewhere and if so; the hirer shall forthwith provide FE with details of the insurer, the terms of insurance and the period of insurance cover and shall forthwith produce such confirmation and the insurance certificate to FE. In the event of an insurer refusing of failing to renew a policy or to provide insurance cover in respect of which approval has been given by FE or in the event of the insurer seeking to avoid liability under a policy the hirer shall notify FE forthwith and FE shall have such rights against the hirer as if the said policy had not been approved.
- (d) The hirer shall be responsible for the loss or damage to the vehicle other than fair wear and tear and for continuing hire charges until the return of the vehicle to FE in at least a good condition as at the commencement of the hiring (fair wear and tear only accepted) in or the case of a total loss claim until the value thereof (calculated without regard to any accidental or other loss or damage save fair and tear) had been paid to FE and shall indemnify FE against any claims by third parties.
- (e) Any monies received by the hirer under any policy of insurance relating to loss of or damage to vehicles shall be payable forthwith to FE in reduction of the hirers liability under clause 2 (d) above and until payment to FE all insurance monies received will be held by him as a trustee for FE and in no case shall the hirer have any rights to such monies or any part by way of set off or counter claim against FE.
- 3 (a) Where this agreement is on its face completed as a credit account vehicle rental from then during the continuance of rental the hirer shall pay to FE accrued rental or other charges as per TOS after the invoice date in respect thereof. In the event of FE notifying any increase in charges the hirer shall have the option of returning the vehicle within 48 hours of service or any notice of increase in the charges in which event such notice will not take effect but if the vehicle is not returned within 48 hours of service then the hirer shall be deemed to have accepted the increased rate of charges and such increase then the hirer shall be deemed to have accepted the increased rate of charges and such increase shall take effect from the date of notice.
- (b) Where this agreement is on its face completed as a cash account vehicle hire form then during the continuance of this hiring the hirer shall at weekly intervals (or if the total hire period on the face of this agreement is less than one week on the termination of such hire period and of each succeeding renewal for less than one week) pay to FE the amount of rental or other charges in respect of the next following week or agreed hire or renewal period if shorter and in the event of FE notifying any increase in rental charges the amount of such charges as increased saved that the hirer shall have the option of returning the vehicle and paying outstanding charges within 48 hours of the service of such notice in which event such notice will not take effect. The balance of any outstanding charges hereunder will be payable immediately upon termination of this Agreement.
- (c) The hirer shall be responsible for regular cleaning of the vehicle and maintaining the vehicle in a neat and tidy appearance.
- (d) When not in use the hirer will ensure that the vehicle is garaged in a safe and secure place and that the tyres are correctly inflated and will operate and load the vehicle in accordance with the manufacturer's instruction and will ensure that any person operating the vehicle is competent to do so and had received such instruction as may be necessary.
- (e) The hirer shall not part with possession of the vehicle or any part of accessory save at the express written consent of FE and shall not pledge loan or hire or assign or allow any person to acquire a lien over the same.
- (f) The hirer shall not take the vehicle or allow it to be taken outside of the mainland of England, Wales and Scotland without the express written permission of FE.
- (g) The hirer shall not use the vehicle in contravention of the Motor Vehicle (Construction and use) Regulations 1973 or any other statutory or legal prohibition and in the event of defect or failure liable to cause further damage to or contravention of such provisions as aforesaid shall report file same forthwith to FE. The hirer hereby agrees to indemnify FE against all fines, costs and disbursements incurred by FE of and in relation to any legal proceedings which may be instituted against FE in respect of any use by the hirer in contravention of the said provisions.
- (h) In the event of any other loss or damage or fault reasonably requiring repair the hirer shall report the same to FE within 48 hours and return the vehicle to FE forthwith if FE so requires. Repairs reasonably and immediately necessary for the continued use of the vehicle may be carried by the hirer provided the cost including parts, labour and taxes does not exceed £10 and the work is carried out in a proper workmanlike, manner and that the hirer produces proper and detailed proof of payment. In no other case shall the hirer carry out or have carried out any repairs or alterations save with the express written consent of FE first obtained and under no circumstances shall the hirer have any right to re-imbursment for any cost or expense incurred save as herein before provided.
- (i) The hirer shall return the vehicle to FE when the vehicle requires to be serviced and shall advise FE of any wear and tear during the period of hire affecting the tyres and any other defect or matter requiring repair of parts and shall return the vehicle FE before consequential damage to the vehicle is likely to arise or before the user of the vehicle is prohibited by any reason thereof.
- (j) The vehicle shall not be used for trials, rallies, racing, driving tuition or any form of competitive driving, nor shall the vehicle be modified in any way, overloaded or lettered or marked in any way, nor shall any existing markings be removed save with the express written consent of FE first obtained.
- (k) The vehicle shall not be driven by any person who follows any of the occupations listed below:
- (i) Actors, actresses, directors and producers (or screen, stage, radio and television), amusement categories fairground exhibitors
  - (ii) bookmakers or turf commission agents or turf accountant or their employees
  - (iii) scrap metal merchants
  - (iv) members of the armed forces under the age of 25 years of age
  - (v) market or street traders
  - (vi) members of the entertainment profession (not otherwise specified)
  - (vii) musicians and the like other than concert artists and members' of classical orchestras
  - (viii) persons connected with horse racing, dog racing, speedway or track racing, boxing or wrestling
  - (ix) professional sportsmen
  - (x) students and persons engaged in full time scholastic studies
  - (xi) persons employed in gown, mantle of fur trades
- (l) The vehicle shall not be driven by any person who has had less than 12 months driving experience in the

- the British Isles or who is under 23 years of age or who is over 70 years of age or who is suffering from any mental or physical disability or infirmity or defective vision or hearing or has at any time suffered from diabetes, fits or any complaint of the heart or who has ever been convicted of or received notice of intended prosecution for any motoring offence other than an offence relating solely to weight obstruction, identification marks, lighting, parking or noise.
- (m) In respect of paragraphs (k) and (l) hereof it shall be the duty of the hirer to make such enquiries and to require the production of all such documents as may be necessary to ensure compliance with the restrictions therein mentioned and the hirers obligations under the various provisions or Clause 3 of this agreement shall in any event be absolute.
- 4 (a) The terms of clause 2 above shall have no effect where, prior to the entering into this agreement it is agreed between FE and the Hirer in writing that the Hirer is to avail of FE motor vehicle insurance policy.
- (b) The said Policy provides cover as follows
- (i) For Third Party Liability for bodily injury (ii) For Third Party liability for property damage
  - (iii) For liability to passengers properly carried (iv) For damage to the vehicle (subject to payment of the excesses referred to in sub clause hereof)
- (c) The said Policy is subject to the payment by the hirer in respect of damage to the vehicle or property of third parties or such of the following excesses as is applicable namely the first £500 or more depending on the size of vehicle or value
- (d) The said Policy does not provide cover for loss of or damage to goods in transit or property of the hirer
- (e) The hirer agrees that in the event of accident or of damage sustained to the vehicle howsoever caused will forthwith report the same to FE accident management team giving details of the damage, location of the vehicle and happening of the incident if any, within 48 hours provide file FE with a Statement signed by the driver with full details of such matters, will not abandon the vehicle without taking adequate steps to prevent further damage, loss or contravention of the law, will notify the police in the event of a prima facie claim by another person or injury to any person involved and will make every endeavour to obtain the name and address of any witness.
- (f) In the event of any breach by the hirer of any provision of this Clause or any other default on its part whereby FE is prevented from recovering under its said Policy of Insurance the hirer indemnifies FE against all third party claims and losses in respect of the vehicle including total loss and loss of use which is hereby agreed to be assessed at 100 per cent of the rental until whichever shall be the earlier of:
- (i) Payment of the repair costs or written off value received by FE; and
  - (ii) The date of the first re-hiring after completion of the repairs to the satisfaction of FE
- 5 (a) FE may determine the hiring without notice in the event of:
- (i) Default of payment of rental for seven days
  - (ii) Any failure by the hirer to observe any of the terms of this agreement:
  - (iii) the making of a Receiving Order against the hirer or the hirer being a Partnership against any Partner or hirer being Limited Company the appointment of a Receiver or i.e. the hirer entering into liquidation
  - (iv) Forthwith up the hirer expressing his intention not to pay any sums falling due there under
  - (v) Levy of distress or execution on the hirer
- (b) In the event of FE so determining the hiring it may:
- (i) resume possession of the vehicle
  - (ii) remove the vehicle from any property and enter the property of the hirer for such purpose
  - (iii) determine all or any other agreements in operation
  - (iv) exercise a lien hereby granted in respect of any outstanding claims against the hirer over any possession of the hirer in the vehicle upon resumption of possession by FE and in such event the hirer will pay to FE recovery cost and indemnify it against any third Party claims arising out of such resumption of possession
- (c) If a vehicle is stolen or written off whilst on the hirer's own insurance, the hirer shall be liable for continuing hire charges at rate equivalent to 100% of the rate under this agreement (or as set out in separate SLA) until the vehicle is either returned or until payment for the full value of vehicle, including the excess, has been received by FE from the hirer or their insurers.
- (d) The hirer indemnifies FE against all costs, losses and expenses incurred by FE should the insurance arranged by the hirer fail to cover any such damage or loss for any reason whatsoever. FE are not responsible for insuring the vehicle if it is delivered to/collected from the customer by a garage or bodyshop.
- 6 (a) FE may in any event determine that agreement upon giving 48 hours notice.
- (b) Upon determination or expiration of this agreement the hirer shall deliver the vehicle to the premises of FE in at least as good a condition in all respects as at the commencement of hiring fair wear and tear and damage in respect of which FE is entitled to indemnity under its policy of insurance accepted.
- (c) In the event of the breach by the hirer of sub clause b) thereof the hirer will be liable for continuing hire charges at rate equivalent to 100% of the rate under this agreement until completion of the repairs to the satisfaction of FE in addition to the cost of the repairs.
- (d) Vehicle repairs arranged by the hirer. In order to ensure the repair standards are to the satisfaction of FE, FE does not permit the hirer to repair damage to a FE vehicle. By exception FE may permit the hirer to complete a repair but only upon written confirmation of permission to do this from FE Accident Dept.
- (e) Procedures governing unauthorised repairs. In the event that a hirer repairs a FE vehicle without written authorisation, the hirer indemnifies FE against all costs and losses incurred by FE as a result of a sub standard repair, including the cost of repairing the vehicle to an acceptable standard again.
- (f) Procedures governing authorised repairs. The vehicle shall remain on rent until the vehicle is returned to FE and FE is fully satisfied with the quality of the repair. In the event it transpires that the repair was of a poor quality, which will be verified by an independent inspector, then FE shall recover all costs and losses incurred by them from the hirer in making good the poor repair arranged by the hirer.
- 7 (a) No forbearance or indulgence given to the hirer shall have effect so as to curtail any right or resume
- (b) No warranty or representation is given as to the condition or suitability of the vehicle for any particular purpose.
- (c) Notice given under the terms of this Agreement (whether expressed or implied by law) shall be in writing and shall be deemed to be given upon delivery or 24 hours after posting by 1st class post and notices to the hirer may be delivered or sent to the address as stated on the face of this Agreement or to any business or private address of its.
- (d) Any reference to the vehicle in this Agreement shall refer both to the vehicle hereunder and to any other vehicle let in substitute.
- (e) It is the responsibility of the hirer to ensure that the vehicle is not used in contravention of The Transport Act 1968 or any modification or re-enactment thereof.
8. I hereby acknowledge that if a Tracker only product is requested that this agreement sets out an agreement between Fleet Efficiency Ltd and I for a service period of 12 months from the start of this agreement for the tracker equipment and services. I agree that in the case of the tracker no longer being required but before the 12 month agreement ends I am still liable for the rental of the tracker equipment and service and understand liability for de-installation and re-installation costs if I so wish to place in an alternative vehicle.
9. All notices of PCNs, charges, fines and fixed penalties received by FE will be returned to the relevant authority. FE will represent any such notice and pass liability to the hirer. An administration charge will be issued to hirer in any such event.
10. Fleet Efficiency Ltd offer mileage allowances for all rentals as per individual schedules calculated on a pro rata basis for shorter hires. Excess mileage is charged at £POA per mile. These are available on request.
11. When a vehicle is returned with less fuel than it was delivered, fuel will be charged at a rate of the AA national average for the month plus an administration fee. Unfortunately we cannot credit any overfills.

Company Name \_\_\_\_\_

Authorised Signatory \_\_\_\_\_

Authorised Signatory Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_