

RENTAL AGREEMENT 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	Refuelling Charge:	A surcharge which is added to the cost of the amount of 'Top-Up' fuel needed when the vehicle is returned to Colliers. Calculated in accordance with the Colliers current tariff.
Driver:	The Hirer and/or other person named as such overleaf or any other person specifically approved by Colliers to drive the vehicle during the duration of this agreement.	Excess Amount:	The sum specified overleaf as the excess amount.
Vehicle:	The original vehicle described overleaf or any replacement vehicle.	Non Waivable Excess:	The Hirer's liability will be limited to the amount of the non waivable excess.
Accessories:	The spare wheel, tools or any other items with which the vehicle is supplied and any replacements thereof.	Personal Accident, Personal Effects & Goods in Transit Insurance Fees:	Fees which entitle the Hirer to the benefits of the cover set out in the master policies issued to Colliers.
Rental Period:	The period from the date and time out stated overleaf until the re-delivery of the vehicle into the physical custody of the Colliers.	Current Tariff:	Colliers tariff current at the commencement of hire.
Rental Charges:	The hire charges for the rental period calculated in accordance with Collier's current tariff.	Insurance Policy:	Colliers policy of insurance on the vehicle a copy of which is available for inspection at the rental location.

2. The Hirer acknowledges that:

- the vehicle is fit for his purpose and undertakes to return it and its accessories to the place and on the date/time due back specified overleaf.
- he has received the vehicle free from apparent defects or damage (except as indicated on Check Sheet);
- Colliers has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall Colliers be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties.
- Colliers shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the Manufacturer's warranty or any warranty implied by law to take reasonable care or exercise reasonable skill.

3. During the rental period the Hirer shall keep the vehicle and its accessories in his or any approved driver's possession and shall not allow a third party to take possession of the vehicle or its accessories and when not in use the Hirer shall keep the vehicle and its accessories adequately protected and secured.

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

- for hire or reward
- for racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or other object.
- in any manner which might render void the insurance policy, or other contract of insurance.
- for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.
- by any person who:
 - is not licensed to drive the vehicle
 - is under 25 years of age or over 75 (25 to 70 for 7.5 ton and Minibus)
 - is under the influence of drink or drugs
 - has given a fictitious name, age or address
 - has not been approved by Colliers as a driver
 - has been convicted of a motoring offence the details of which have not been disclosed in writing to Colliers at the commencement of the hire.
- outside England, Wales, Scotland or I.O.M. without prior written consent of Colliers.

5. The Hirer agrees to pay on demand;

- rental charges.
- any appropriate Excess Waiver or Personal Accident, Personal Effect or Goods in Transit insurance fees, and any Refuelling and miscellaneous charges.
- the excess amount in respect of each incident resulting in damage to or loss of the vehicle, its accessories or any property left stored or transported or upon the vehicle, save to the extent that such damage or loss arises from the actions of Colliers.
- all fines, charges, penalties, costs and expenses (including all charges and penalty charges incurred under a charging scheme) incurred in relation to the vehicle by the Hirer or Colliers from the commencement of the rental until the vehicle is returned to Colliers, except where caused through the fault of Colliers.
- Any Value Added Tax, local or other taxes payable in respect of any of the above.

6. The Hirer shall compensate Colliers in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the vehicle including loss of revenue to Colliers for the period during which the vehicle shall remain unavailable for rental by reason of such matters and any claims made by an persons in respect of the vehicle whilst it is in the Hirer's custody. This clause applies whether you have insurance or not. The clause shall not apply to any loss caused by or the responsibility of Colliers.

7. The Hirer and any driver shall:

- 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.
- inform Colliers of any loss of or damage to or fault developing in the vehicle as soon as the Hirer or driver becomes aware of the loss, damage or fault.
- at the request and cost of Colliers permit to be done in his own name all acts and things as may be reasonably required by Colliers for the purposes of repairing the vehicle or enforcing any rights or remedies or of obtaining relief from other parties in respect of any loss of damage to or in connection with the vehicle or its accessories.
- indemnify Colliers against such loss as is recoverable at law where that loss is incurred by reason of a breach of this Agreement by the Hirer or any driver.
- ensure that maximum payload and individual axle plated weights are not exceeded.
- be responsible for the loading or unloading of the vehicle.
- obtain or maintain any necessary operator's licence.

8. The Hirer and any driver shall not:

- without prior consent of Colliers incur any liability for repairs to the vehicle in excess of £25
- be the agent or servant of Colliers for any purpose
- make any claim for loss of or damage to any property left stored or transported in or upon the vehicle.

9. Even if an excess waiver fee is paid, the Hirer shall be responsible for payment of any excess amount where the loss of or damage to the vehicle or its accessories arises from the negligent or wilful action of the Hirer or any other driver.

10. The period of hire as specified overleaf shall not be extended without Colliers express authorisation in writing and in any event the period of this Agreement shall not exceed 90 days.

11. HGV Driving Licence is required for all vehicles over 7.5 tonnes gross vehicle weight. HGV Driving Licences MUST be accompanied by a current and valid ordinary driving licence.

12. If the Hirer does not comply with any of the material conditions of this Agreement he shall return the vehicle to colliers immediately and pay to Colliers on demand such loss as is recoverable at law where that loss is caused by the Hirer's non-compliance. Where the Hirer fails to return the vehicle Colliers shall be at the liberty to retake possession of the vehicle and all reasonable costs and expenses incidental to recovery of the vehicle shall be paid by the Hirer to Colliers on demand.

13. Any addition to or alteration of the terms and conditions of this Agreement should be agreed upon in writing by the parties.

14. Nothing in these terms and conditions shall be deemed to exclude or restrict Colliers liability for death or personal injury resulting from negligence or any other liability of Colliers which cannot be excluded as a matter of law.