

SPRINT HIRE LIMITED - TERMS AND CONDITIONS OF HIRE

1. The hirer agrees and fully understands that the terms and limitations of the insurance policy are deemed to be part of this contract, a copy is available for inspection at the office of the lessor (Sprint Hire Limited).

2. The hirer is responsible for compliance with this contract and that any additional authorised driver is the agent of the hirer. All parts of these Terms and Conditions are considered to be governed by the laws of England and Wales.

3. The lessor is not liable for loss or damage to property stored or transported on or in the vehicle. The hirer indemnifies the lessor against all such loss or damage unless the same shall be caused directly by the negligence of the lessor.

The hirer agrees:-

4. To pay on demand current tariff charges in respect of:

- a) rental
- b) fuel
- c) the excess amount in respect of every collision damage incident resulting in loss or damage to the vehicle, or claims made on for third party damage, either directly to the lessor or via a claim on our insurers. The amount of the excess is agreed at the outset of hire and is stated on your hire agreement.
- d) all fines and court costs incurred whilst the vehicle is on rental except, where caused through the fault of the lessor.
- e) excess charges incurred through contravention of clause 6.
- f) charges relating to damage to, or loss of accessories, tyres, tools and equipment.
- g) additional insurance charges.
- h) collision damage waiver charges.
- i) value added tax at the applicable rates in force at the commencement of rental.
- j) additional and reasonable administration costs due to non payment of charges (e.g. tolls, congestion charges and parking penalties)

The hirer agrees:-

5. that a deposit will be stipulated for the hire and set out on the Hire Agreement. The deposit is taken to cover additional costs incurred during the hire, (including, but not exclusively, damage, extensions, re-fuelling and excess mileage).

- a) Where it is agreed that a Credit/Debit Card pre-authorisation will be accepted, the hirer will provide full card details and will sign accordingly to allow a debit, up to the full amount of that pre-authorisation.
- b) No debit will be made without good reason or, say, where the hire has been extended and the pre-authorisation term would expire ahead of the vehicle return. In these circumstances, the deposit will be refunded in full on the then satisfactory return of the vehicle.

The hirer agrees:-

6. a) to inform the lessor immediately of any loss or damage to, or fault developing in, or service due on, the rental vehicle.
- b) to permit the lessor to carry out all essential repairs and servicing.
- c) to be responsible for maintaining during the period of rental contract:-
 - i) tyre condition/pressures
 - ii) engine oil level
 - iii) brake/clutch fluid level
 - iv) screen wash levels
 - v) coolant levels
 - v1) vehicle lights/bulbs (headlamps, sidelights, brake lights and indicators etc).

The hirer agrees:-

7. To return the vehicle and its accessories and tyres:-

- a) on the date and at the time specified on the Hire Agreement, or sooner if demanded by the lessor (such demand not to be made by the lessor without reasonable cause).
- b) to accept that there is no automatic right of extension and this depends on vehicle availability.
- c) there are no out of hours return arrangements
- d) to the place specified on the Hire Agreement
- e) in the condition prevailing at the commencement of rental, fair wear and tear excepted.
- f) in a clean and tidy condition, traffic film excepted.
- g) there is no automatic right of refund for any advance payment or if a vehicle is returned early. The lessor will always endeavour to offer an alternative solution.
- h) the lessor reserves the right to charge an administration charge where a booking is significantly changed.

The hirer agrees:-

- 8. a) to keep the vehicle free from legal lien or process and to indemnify the lessor in default.
- b) to adequately protect and secure the vehicle when not in use.
- c) to indemnify the lessor for any loss incurred by reason of breach of the terms and conditions covering the contract.
- d) that on breach of this contract and/or at the termination of the agreed period of hire the vehicle will be surrendered to the lessor; that until the vehicle is surrendered normal rental charges will accrue to the hirer as will all costs incurred by the lessor for recovery of the vehicle.

The hirer agrees that the vehicle will not be driven:-

- 9. a) in a manner which would render void the policy or other contract of insurance.
 - b) by any person who has not been approved by the lessor as an authorised driver.
 - c) to propel or tow any other vehicle or trailer without prior permission of the lessor.
- N.B. A copy of the policy of insurance is available at the point of rental for examination by the hirer.
- d) to stay within weight and speed limits of specific vehicles

The hirer agrees that the vehicle will not be driven:-

- 10. Outside England, Scotland or Wales except with the lessors express written authority, and where such authority is given that all conditions imposed are fully met.

The hirer agrees that the vehicle will not be driven:-

- 11. In the event of mechanical, electrical or structural failure which may create further damage or be in contravention of the prevailing Road Traffic Act construction and use regulations.

The hirer agrees that the vehicle will not be driven:-

- 12. By any person:-
 - a) under the influence of drugs or alcohol.
 - b) who is not licensed to drive the vehicle.

The hirer shall be liable as owner of the vehicle in respect of:-

- 13. a) any of the following offences which may be committed with respect of that vehicle when it is stationary and when a fixed penalty notice is issued; being on a 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 and the non-payment of any parking charge made at a street parking place, or public parking area; and
- b) any excess charge which may be incurred in pursuance of an order under the appropriate Sections of the prevailing Road Traffic Regulation Act (provision on the highways of parking places where charges are made).
- c) any Congestion Zone charge or similar which may be incurred.
- d) any Clean Air zone or similar which may be incurred

The lessor warrants to:-

- 14. a) take every reasonable measure to provide the hirer with a well maintained vehicle.

- b) to rectify, substitute or terminate the hire on any vehicle which has a major breakdown.
- c) to reimburse the hirer for all costs of mechanical repairs up to £50 (without prior approval) on production by the hirer of a V.A.T. invoice and any parts replaced.
- d) to arrange and/or carry out any required mechanical repairs when duly advised.
- e) to provide full assistance and to minimise inconveniences to the hirer in the event of vehicle breakdown.

The hirer accepts:-

- 15. a) that he should not hold himself out to be the agent or servant of the lessor for any purpose.
- b) that repairs to the vehicle in excess of £50 must not be entered into without the prior consent of the lessor.

The hirer accepts:-

16. That by completing and signing the Section on own insurance the hirer undertakes to insure the vehicle throughout the period of hire and any extension thereof, in its full value against loss or damage by accident, fire, theft and windscreen damage under a comprehensive policy of insurance with an insurance office of repute, to be approved by the lessor. The hirer shall on request of the lessor supply full details thereof to the lessor and shall instruct the insurers that the lessor's name shall be endorsed on the policy. The hirer shall not during the hiring use or suffer the vehicle to be used in contravention of the terms and conditions of the policy, shall procure the payment of all monies payable by the insurers to the lessor, and shall reimburse the lessor for any loss or damage suffered by the lessor to the extent that the same is not covered by the aforesaid insurance.

17. Notwithstanding the aforesaid warranties the lessor shall not be liable for any consequential or indirect loss whatsoever arising out of this contract.

18. These terms shall not operate to reduce the hirer's entitlement in respect of the warranties implied by the law into the contract.

19. The period of rental covered by the contract shall not exceed three months, or shorter as required by statute.

Accidents:-

20. All accidents must be reported immediately to the lessors Insurers (details in each vehicle), (the Police where required/appropriate) and to the lessor (Sprint Hire Limited) as soon as reasonably possible and always within 24 hours. An Accident Report Form must be completed on return or recovery of the vehicle or otherwise on request and full details of other parties, witnesses and Police must be provided. The driver shall not acknowledge liability and should advise immediately of any correspondence or contact concerning an accident. Hire and/or driver agrees to co-operate in any investigation or legal proceedings.

Reporting within the vehicle hire sector: -

21. The hirer and or drivers agree that information is shared within the hire sector. This information will only be shared in the event of a serious serious breach to the terms in the signed contract or attempted hire. This could relate to (but not exclusively) poor driving, damage/condition, unauthorised use/driver, misrepresentation, abusive behaviour or poor payment.

Sprint Hire Limited - April 2024