

Lessor: Barford Hire Ltd., Watton Road, Barford, Norwich NR9 4BG

Telephone: (01603) 758181 Fax: (01603) 758185

TERMS AND CONDITIONS

1. In this Agreement the following terms shall have the meanings hereby respectively assigned to them
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| Hirer: | The person named as such overleaf. | Rental Charges: | The hire charges for the rental period calculated in accordance with the Lessors current tariff. |
| Driver: | The Hirer and/or other person named as such overleaf or any other person previously approved by the Lessor to drive the vehicle. | Excess Amount: | The sum of £250 or any larger sum specified overleaf as the excess amount. |
| Vehicle: | The original vehicle described overleaf or any replacement vehicle. | Excess Waiver Fee: | A fee calculated in accordance with the lessor's current tariff which relieves the Hirer of all liability of pay the excess amount. Excess waiver not always available). |
| Accessories: | The spare wheel, tools and other items with which the vehicle is supplied and any replacements thereof including straps and removal packages. | Current Tariff: | The Lessor's tariff current at the commencement of the hire. |
| 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 Lessor. | The Insurance Policy: | The Lessor's policy of insurance on the vehicle a copy of which is available for inspection at the main office of the Lessor. |
2. The Hirer acknowledges that the vehicle is fit for his purpose and is in good condition and undertakes to return it and its accessories in the same condition, fair wear and tear excepted, to the place and on the date due back specified over and will notify office of extension.
3. During the rental period the Hirer shall keep the vehicle and its accessories in his or any driver's possession and free from legal process or lien and when not in use adequately protected and secured. Keys must not be left in or on vehicle when unattended.
4. The Hirer and any driver shall ensure that the vehicle will not be used:
- (a) for hire or reward.
 - (b) for racing, pace making, rallying, speed testing, driving tuition or similar purposes or propelling or towing any vehicle, trailer or other object.
 - (c) in any manner which might render void the insurance policy, or other contract of insurance.
 - (d) for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.
 - (e) by any person who:
 - (i) is not licensed to drive the vehicle
 - (ii) is under 25 years of age or over 75
 - (iii) is under the influence of drink or drugs
 - (iv) has given fictitious name, age or address
 - (v) has not been approved by the Lessor as a driver
 - (vi) has been convicted of a motor offence the details of which have not been disclosed to the Lessor at the commencement of the hire
 - (f) outside England, Wales or Scotland without the prior consent of the Lessor.
5. The Hirer agrees to pay on demand:
- (a) rental charges.
 - (b) any appropriate Excess Waiver.
 - (c) 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 in or upon the vehicle.
 - (d) to pay on the Lessor's current tariff for rental and fuel to pay for any accessories, tyres, tools or equipment loss, stolen or damage, to pay the Lessor's cost of recovering the vehicle in the event that the Hirer fails to return it to the Lessor to pay any penalties, fines or court costs incurred in the use of the vehicle before it is returned to the Lessor and which the Lessor is obliged to pay (save when caused by the fault of the Lessor) and to pay V.A.T. where appropriate at the current rate.
 - (e) It is a breach of this Agreement for the Hirer to fail to return the vehicle to the Lessor at the end of the rental period, and the damages payable for such breach will be the rental charges that would be payable on the Lessor's current tariff for the period until the Lessor recovers the vehicle or receives the full value thereof.
 - (f) Even though it may be covered by the Lessor's insurance, the Hirer shall be liable to pay the cost of repair of any damage that the vehicle may suffer as the result of the wilful action of the Hirer or any servant or agent of the Hirer.
6. The Hirer and any driver shall:
- (a) 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.
 - (b) inform the Lessor immediately of any loss or damage to or fault developing in the vehicle.
 - (c) at the request and cost of the Lessor permit to be done in his own name all acts and things as may be reasonably required by the Lessor 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 or damage to or in connection with the vehicle or its accessories.
 - (d) indemnify the Lessor against any loss incurred by reason of any breach of this Agreement by the Hirer or any driver.
 - (e) ensure that maximum payload and individual axle plated weights are not exceeded.
 - (f) be responsible for the loading and unloading of the vehicle.
 - (g) obtain or maintain any necessary operator's licence under the Road Traffic Acts
 - (h) where the person signing this Agreement on behalf of the Hirer is not the Hirer, he warrants that he is authorised to sign for the Hirer and is jointly and severally liable with the Hirer under this Agreement.
 - (i) to ensure that correct tyre pressures, engine oil level, battery fluid level, screen wash levels, coolant levels and Automatic Transmission oil level (where fitted) are maintained throughout the period of rental.
 - (j) to return the vehicle together with its accessories, tyres, tools and equipment to the Lessor at the place specified overleaf at or before the end of the rental period or on the earlier termination of this Agreement in the condition prevailing at the commencement of the rental (fair wear and tear excepted), clean and tidy (traffic grime excepted).
7. The Hirer and any driver shall not:
- (a) and is not authorised to effect repairs to the vehicle costing more than £25 without the Lessor's prior consent. Save to the extent that there may be an Excess on the Lessor's insurance that the Hirer is obliged to pay, the Lessor will refund to the Hirer the cost of necessary repairs not exceeding £25 (or more if the Lessor's consent has been obtained) on production of a V.A.T. receipt and any parts replaced.
 - (b) be the agent or servant of the Lessor for any purpose.
 - (c) make any claim for loss of or damage to any property left stored or transported in or upon the vehicle.
8. All conditions and warranties, express or implied, as to quality, description, fitness for purpose of the vehicle or otherwise are hereby expressly excluded and the Lessor shall not be liable to the hirer or any driver or any third party for any loss howsoever caused.
9. Notwithstanding the payment of an excess waiver fee, 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 wilful action of the Hirer or any driver.
10. Any addition to or alteration of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties.
11. Using the Hirer's insurance:
- (a) The Hirer undertakes to insure the vehicle until it returned to the lessor in its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy of insurance with an insurance office of repute to be approved by the Lessor. The Hirer shall at the Lessor's request supply full details thereof to the lessor and shall instruct the insurers that the Lessor's name shall be endorsed on the policy.
 - (b) The Hirer shall not use or permit the vehicle to be used in contravention of the terms and conditions of the policy.
 - (c) The Hirer shall procure that any compensation under the said insurance is paid directly to the Lessor, and shall be liable to compensate the Lessor for any loss or damage suffered by the Lessor in excess of the moneys (if any) paid to the Lessor by the Hirer's insurers.
 - (d) The Hirer shall be bound by the Terms and Conditions stated hereinafter.
 - (e) Any replacement vehicle is also covered.
 - (f) In the event of any damage occurring to the vehicle when covered by Hirer's own insurance the Hirer will arrange for the vehicle to be inspected by an insurance assessor as soon as possible and will pay on demand any expenses incurred by the Lessor, for example: recovery, storage, etc.
 - (g) The Hirer will pay for loss of hire on demand by the Lessor for the period from the time of the accident until such time as repairs have been completed and vehicle available for re-hire.
 - (h) The vehicle is "on hire" and therefore requires fully comprehensive insurance cover whilst in the hirers custody or control, and will only be "off hire" when the vehicle has been handed over to the lessor or representative of.
12. If the Hirer commits any breach of this Agreement, the Lessor may treat the Agreement as terminated and take possession of the Vehicle.