

SHORT TERM SPOT HIRE AGREEMENT TERMS AND CONDITIONS OF HIRE OF Merlin Vehicle Rental

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "The Lessor or Owner" means the company, firm or person hiring out the Equipment;
- 1.2 "The Hirer" means the company, firm or person who hires the Equipment from the Owner;
- 1.3 "The Equipment" means anything the Owner agrees to hire to the Hirer; as detailed in Schedule 2.
- 1.4 "The Site" means the premises or site specified by the Hirer where the Equipment is to be delivered.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the hire of the Equipment by the Owner to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Owner in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Owner.
- 2.3 By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

3 COMMENCEMENT

The period of hire shall commence from the time that the Equipment leaves the Owner's premises or other agreed location and shall continue until returned to the Owner's premises or other agreed location or termination of hire is confirmed in writing if the Owner is to collect.

4 DELIVERY AND RETURN

- 4.1 Unless otherwise agreed in writing, the Hirer is responsible for collecting and returning the Equipment to the Owner and for all costs incurred in connection therewith, and any driver or operator supplied by the Owner shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.
- 4.2 Upon delivery of the Equipment, any defects or dissatisfaction must be notified immediately to the Owner and confirmed in writing within 2 working days. In the absence of such notification the Equipment shall be deemed to be in good order in accordance with the terms of the contract and to the Hirer's satisfaction.

5 HIRER'S OBLIGATIONS

The Hirer must:

- 5.1 Use the Equipment in a skilful and proper manner and not use the Equipment for any purpose beyond its capacity or for which it is not designed;
- 5.2 Regularly check all fluid levels and regularly check the condition of the Equipment during the period of hire and cause all defects or low fluid levels to be rectified. The Hirer shall be responsible for any damage or loss arising from the continued use of Equipment in a defective condition;
- 5.3 During the period of hire ensure the security and safekeeping of the Equipment;
- 5.4 allow the Owner access to inspect, repair or replace the Equipment upon reasonable notice at any time;
- 5.5 immediately inform the Owner of any breakdown of the Equipment or any problem affecting the working of the Equipment;
- 5.6 Not repair the Equipment without the prior written consent of the Owner;
- 5.7 Read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;
- 5.8 Unless otherwise agreed in writing by the Owner, keep the Equipment in its own possession;
- 5.9 Return the Equipment in the same condition as when it was supplied to the Hirer, reasonable wear and tear excepted. Equipment not returned will be charged for at the manufacturer's current published list price. Hire fees will continue to be charged up to the time the Equipment is paid for in full;
- 5.10 Not sell or offer for sale, assign, mortgage, pledge, re-hire or lend the Equipment to any third party;
- 5.11 Comply with any relevant Government or Local Authority Regulations.
- 5.12 Ensure that the equipment does not leave the UK mainland without the express authority in Writing of the owner.
- 5.13 Ensure that when legally required, the equipment is operated with a current operator licence disc on display in the required position and that the driver allocated has been type approved and has sufficient experience and ability to operate the vehicle in a safe manner.
- 5.14 Ensure that all relevant legislation governing the operation of the equipment within whichever state or county it is used is complied with and promptly pay any fine, parking fee or fine or road or bridge toll or any other fines or charges including speeding or traffic light offences made against the vehicle/equipment whilst it is under the care, control and custody of the hirer.
- 5.15 Ensure that keys are looked after and kept safe. Electronic keys are an expensive item and any loss or breakage will be chargeable to the hirer and may cause a delay to the journey whilst replacement keys are arranged and couriered to the hirer at their cost..
- 5.16 In a case where the hirer fails to return the vehicle and abandons it. The cost of collection will be charged to the hirer and by accepting the terms of this contract the hirer gives permission to charge the credit/debit card used to pay the deposit for this hire with the full cost of recovering the vehicle back to the owners/lessons premises.
- 5.17 Fuel level will be marked on the hire agreement at the commencement of hire and must be at the same level when returned, any shortage will be charged to the hirer at that days fuel price rate which may be a different rate to pump prices.
- 5.18 The vehicle must not be used to carry explosives or other hazardous substances.
- 5.19 The vehicle hire charge includes washing and cleaning at the end of the hire but should it be necessary to deep clean or valet the vehicle bodywork, upholstery or cargo area because of abusive use or non standard contamination then a cleaning charge of £75+VAT will apply. Rubbish left in the vehicle will be disposed of and charged to the hirer at £8+VAT for each standard black refuse sack or part thereof.
- 5.20 Fuel is the hirers responsibility and the vehicle must be returned with the guage showing exactly the same reading as when it first went out on hire, any shortage of fuel will be added to the vehicle and charged to the hirer at a minimum charge of £1.56 per litre plus a £30 fuelling charge.
- 5.21 Are your wheel nuts secure? Wheel nuts on commercial vehicles are known to come loose from time to time and wheel security is the hirers responsibility they should be torque checked regularly, a daily visual check should be carried out and if anything suspicious is found then a physical torque setting check should be carried out.

- 6 BREAKDOWN AND REPAIRS**
- 6.1 Where any breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the hire charges will be made to the Hirer, any claims to be considered from the time and date of notification by the Hirer.
- 6.2 Where the breakdown of the Equipment is caused as a result of an accident or the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by the Owner arising from any accident or breakdown and for the payment of the hire charges during the period the Equipment is inoperable/unhireable due to such accident or breakdown.
- 6.3 Where the Owner decides to carry out urgent repairs to the Equipment during the period of hire, the Owner shall be obliged to replace the Equipment with equipment of a similar type and the Owner shall be liable for all transport costs involved. Where no replacement equipment is available the Owner shall be entitled to terminate the hire immediately by notice in writing to the Hirer.
- 6.4 Tyres are the Hirers responsibility including puncture, blow out damage and breakdown, except for fair wear and tear.
- 7 CHARGING**
- The Equipment may be hired out on the basis outlined in Schedule 1 to this agreement. All Equipment is hired on the basis of payment in advance unless a variation is expressly agreed to.
- 7.1 Any and all outstanding amounts not paid for by the end of this agreement will be charged to the credit/debit card, the details of which were provided by the hirer at the commencement of this agreement and should the hirer not provide another form of payment then the hirer agrees that by accepting delivery of the goods/services and signing this agreement, they are giving their permission to charge all outstanding amounts to the aforementioned credit/debit card. And or offset any such amount against the condition deposit.
- 8 TERMINATION**
- 8.1 Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to the Owner.
- 8.2 If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of the Owner in the Equipment may be prejudiced or put in jeopardy, the Owner shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for the Owner to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under this agreement or damages for breach thereof. If the owner has cause to seek remedy for non payment of amounts due for hires or damage or an unrecoverable loss or fraud then information of all aspects of this agreement including identity of the hirer will be passed to Police and collection agencies and fraud prevention agencies for dissemination and further crime prevention.
- 9 LIABILITY**
- 9.1 The Owner shall not be liable for any loss or damage arising from any cause beyond its reasonable control.
- 9.2 The Owner shall not be liable to the Hirer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Hirer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 9.3 The liability of the Owner with respect to any claims arising out of the hire shall be limited to replacement of the Equipment with similar Equipment or at the Owner's option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable.
- 9.4 The hirer accepts all liability under any and all road traffic acts for the equipment as operator of such.
- 10 INSURANCE**
- The Hirer shall be responsible for insuring the Equipment fully comprehensively against loss, damage and theft, howsoever caused. The Equipment/vehicle shall be insured for the manufacturer's current published list price. Unless the hire agreement expressly states that insurance is provided as part of the agreement. And if such insurance is provided it is incumbent on the hirer to take all practical measures to protect the equipment for the Owner. Insurance provided will be for Social, Domestic and Pleasure and for the hirer whilst carrying on their normal business activities. In all other cases it is incumbent on the hirer to insure the vehicle for all Road Traffic Risks and to comply with all legislatively required insurance. Any goods or personal items carried in the vehicle are not insured and it is the hirer's responsibility to insure that risk if they require cover.
- 10.1 **EXCESS**
An insurance excess of £500 will apply, the hirer can request CDW insurance to reduce the excess from £500 to £250 which will be provided at a charge of £10 per day.
- 11 INDEMNITY**
- The Hirer agrees to indemnify and hold the Owner and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Owner by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the period of hire. Including fees, fines, tolls LEZ charges, congestion charges, speeding fines and any other costs associated with the hirer's use of the vehicle. A discretionary administration fee of £25 may be charged to the hirer to supply each item of evidence to any authority requiring such evidence.
- 12 SEVERANCE**
- If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 13 GOVERNING LAW**
- These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Document with paragraphs 1 to 13 contained within received by Hirer.

Name.....Signed.....Date.....