



## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 "The Owner" or "CTS" means Collett Transport Services Ltd. of Bibstone Farmhouse Bibstone Wotton Under Edge Glos GL12 8AE
- 1.2 "The Hirer" means the person company firm cooperation or public authority taking the supply of the Vehicle for or on behalf of whom this Agreement is made.
- 1.3 "The Vehicle" means the Vehicle specified on the On Hire Agreement or any replacement Vehicle provided in accordance with these conditions.
- 1.4 "Hire Period" means the period agreed and specified on the On Hire Agreement which shall commence on and include the day on which the Hirer takes delivery of or collects the Vehicle and shall end at the end of the day specified and agreed on the Off Hire Confirmation.
- 1.5 "Hire Charge" means the charges that are specified by CTS and confirmed on the On Hire Agreement at the time of booking and before delivery of the Vehicle where by the vehicle is operated during normal working hours of Monday to Friday 6am to 4pm respectively. CTS reserve the right to increase the Hire Charge accordingly where the vehicle is being operated outside of the normal working hours specified herewith.
- 1.6 "Collection / Delivery Charges" means the charges in respect of Delivery or Collection of the Vehicle that are specified by CTS and confirmed on the On Hire Agreement at the time of booking and before delivery of the Vehicle.
- 1.7 "The Agreement" means the On Hire Agreement or the Off Hire Confirmation or Vehicle Condition Check Sheet that is bound by the Vehicle Hire Terms and Conditions as specified by CTS herewith.

### 2. OWNER OBLIGATIONS

The Owner shall:-

- 2.1 supply the Vehicle at the commencement of the Hire Period as agreed on the On Hire Agreement in accordance with Terms and Conditions as specified by CTS herewith.
- 2.2 ensure that the vehicle has a valid MOT test certificate at all times during the Hire Period.
- 2.3 pay the Vehicle Excise Duty payable in respect of the vehicle belonging to CTS.
- 2.4 keep the vehicle maintained in accordance with the recommendations and regulations of the Vehicle Operator Services Agency.
- 2.5 carry out repairs to the Vehicle and or rectify any defect that is reported in writing to CTS as soon as reasonably practicable.
- 2.6 use reasonable endeavours to supply a substitute Vehicle to the Hirer when the Vehicle is being repaired serviced or having a MOT.
- 2.7 replace tyres on the Vehicle when necessary due to fair wear and tear and after receiving a request in writing from the Hirer.
- 2.8 take appropriate action within a reasonable period to repair or recover the Vehicle in the event of the Vehicle breaking down.
- 2.9 endeavour to replace the Vehicle within a reasonable period in the event of the Vehicle fault being unable to be repaired or rectified

### 3. HIRER OBLIGATIONS

The Hirer shall:-

- 3.1 pay the Hire Charge agreed within CTS Payment Terms of payment due during month after Invoice date of 30 Days.
- 3.2 pay interest at the Bank of England base rate plus 8% per annum on any Invoices not paid within CTS Payment Terms in accordance with Late Payment of Commercial Debts (Interest) Act 1998 legislation.
- 3.3 pay the Hire Charge incurred within the Hire Period at the rates agreed on the On Hire Agreement to include Bank Holidays and not to include Saturdays or Sundays and to include Delivery and Collection charges.
- 3.4 operate the Vehicle in accordance with the regulations of the Vehicle Operator Services Agency.
- 3.5 inspect the Vehicle at the time of delivery and check that the Vehicle is in good safe and satisfactory condition for the purpose hired using CTS Vehicle Condition Check Sheet.
- 3.5 ensure that the Vehicle is insured on the Hirer's Insurance Policy with Fully Comprehensive All Risk Insurance cover for the duration of the Hire Period or while in the possession of the Hirer.
- 3.6 notify CTS of any defect or damage on the Vehicle by telephone and in writing as soon as reasonably practicable.
- 3.7 notify CTS immediately in the event of the Vehicle breaking down by telephone and in writing as soon as reasonably practicable.
- 3.7 carry out daily tyre depth and condition checks and report defects to CTS by telephone and in writing as soon as reasonably practicable.
- 3.8 be liable for punctures windscreens damaged mirrors wheels or tyres premature clutch failures flat batteries missing fuel caps and any other damage caused while the Vehicle is in the possession of the Hirer.
- 3.9 be liable for theft of radio and ancillary equipment call outs to ancillary equipment when due to misuse or incorrect operation while the Vehicle is in the possession of the Hirer.
- 3.10 be liable for any damage caused to the Vehicle where component failure has been exacerbated by the actions of the Hirer while the Vehicle is in the possession of the Hirer.
- 3.11 not allow a third party repair agent to carry out repairs to the Vehicle without prior written consent of authorised CTS personnel.
- 3.12 only use the Vehicle for the purpose of which it was designed and not to overload the Vehicle or equipment.
- 3.13 only permit the Vehicle to be operated by properly qualified and trained personnel.
- 3.14 take all reasonable precautions to ensure that the Vehicle is not stolen or damaged and provide secure parking when the Vehicle is not in use.
- 3.15 notify CTS of any accident involving the Vehicle in writing as soon as reasonably practicable and report any accident involving a third party to the Police obtaining an incident number.
- 3.16 notify CTS if the Vehicle is stolen in writing as soon as reasonably practicable and report the theft to the Police obtaining an incident number.
- 3.17 continue to pay the Hire Charge in respect of the Vehicle in the event of the Vehicle being damaged or written off until the Vehicle is fully repaired and operational or CTS receives payment from the Hirer or the Hirer's insurers of a sum equal to the insured value.
- 3.18 make any necessary claim in respect of the Vehicle under the Policy of Insurance effected by the Hirer and pay the full proceeds of any such claim to the Owner.
- 3.19 continue to pay the Hire Charge in respect of the Vehicle in the event of the Vehicle being stolen until the Vehicle is recovered then fully repaired and operational or CTS receives payment from the Hirer or the Hirer's insurers of a sum equal to the insured value.
- 3.20 keep the Vehicle clean and hygienic internally and externally throughout the Hire Period.
- 3.21 ensure that No Smoking regulations are adhered to within the Vehicle.
- 3.22 ensure that Safety stickers and equipment are kept clean and in good operational condition and report defects in writing as soon as reasonably practicable.
- 3.23 ensure that the Vehicle is in a clean condition and empty of all waste when off hired and ready for collection.
- 3.24 pay the cost of tipping charges incurred by CTS in the event of the Vehicle being found to be loaded when off hired.
- 3.25 pay the cost of cleaning or valeting in the event of the Vehicle being found to be unreasonably unclean externally or internally when off hired.
- 3.26 pay the cost of the fuel difference should the Vehicle be collected at the end of the Hire Period with less fuel than when delivered to the Hirer.
- 3.27 carry out daily safety and maintenance checks of oil water and coolant topping up as necessary during the Hire Period.
- 3.28 make the Vehicle available for maintenance repairs and MOT as required during the Hire Period.
- 3.29 not remove from or add to signage on the Vehicle without prior written consent of the Owner.
- 3.30 indemnify CTS against any speeding fines parking tickets congestion charges or associated penalties and expenses arising from any contravention of the Road Traffic Acts and from any negligent or careless driving or other misuse of the Vehicle and to reimburse CTS for payments made in respect of the Vehicle during the Hire Period.
- 3.31 not sell offer to sell assign mortgage pledge or part with the possession of the Vehicle nor to hold himself out as the owner of it.
- 3.32 not sub-let the Vehicle without prior written consent of the Owner.
- 3.33 not use the Vehicle for any illegal purpose.
- 3.34 not take the Vehicle outside of the UK without prior written consent of the Owner.
- 3.35 not use the Vehicle to propel or tow any other vehicle.
- 3.36 not permit driving or operation of the Vehicle by anyone with blood alcohol level exceeding the legal limit or while under the influence of any harmful substances or suffering from any disability or condition impairing his ability to drive or operate the Vehicle.

### 4. TERMINATION

- 4.1 In the case of a fixed term Hire Period the hire of the Vehicle shall terminate on the last day of the agreed Hire Period.
- 4.2 In the case of a non-fixed Hire Period the Hirer may give notice to CTS to Off Hire the Vehicle and terminate the Agreement in writing by 18:00 hours on the last day of hire.
- 4.3 If the vehicle is not ready for collection at the end of the Hire Period the Hirer shall continue to pay the Hire Charge at the rate agreed on a daily basis until the Vehicle is returned to the Owner.
- 4.4 CTS may give 48 hours notice to the Hirer to terminate the Agreement at any time.
- 4.5 CTS may terminate the Agreement and collect the Vehicle with no notice to the Hirer if the Hirer does not adhere to CTS Payment Terms of Payment due during month after Invoice date of 30 Days or is in breach of the Hirer Obligations recorded in clause 3 of the Agreement.
- 4.6 Termination of the Agreement shall not bring to an end the liability of the Hirer in respect of clause 3 in the Agreement and the Hirer's obligations during the Hire Period.

### 5. MISCELLANEOUS

- 5.1 No variation to the Hire Agreement Terms and Conditions shall be effective unless agreed in writing by way of a mutually bound contract and signed by both the Hirer and the Owner Director of Collett Transport Services Ltd.
- 5.2 The person signing the Agreement warrants that he has authority of the Hirer to make the Agreement on behalf of the Hirer and hereby agrees to indemnify the Owner against all losses and costs that may be incurred by the Owner if this is not so.
- 5.3 Should any item in the Agreement be held to be invalid such invalidation will not affect the validity of the remaining items.