

Rental Agreement terms and Conditions

- 1) In this agreement the following terms shall have the meanings hereby respectively assigned to them

Lessor: Regency Events Ltd

Hirer: The person named and signed at bottom of this document

Vehicle: The original Vehicle described at the bottom of this document or any replacement vehicle

Accessories: The spare wheel, tools or any other items the vehicle is supplied with and any replacements thereof

Rental Period The period from the date and time out as stated at the bottom of this document until the re-delivery of the vehicle into the physical custody of the lessor.

Rental charges: The hire charges for the rental period calculated in accordance with the lessor's current tariff.

Excess amount: the sum specified at point of hire by the lessor's insurance as stated at the bottom of this document.

Current Tariff: The lessor's current tariff at commencement of hire

- 2) The hirer acknowledges that:

- a) The vehicle is fit for their purpose and undertakes to return it and its accessories to the place and date as specified at the bottom of the document.
- b) They have received the vehicle free from defects and damage except where indicated.
- c) The lessor has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall the lessor be liable for any indirect loss or damage or, in the case of consumers, damage which was not foreseeable by both parties.
- d) The lessor 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 implied by law to take reasonable care or exercise skill.
- e) The Hirer shall not smoke inside the cab or the loading area of the vehicle. A £300 cleaning charge will be issued if vehicle is smoked in.
- f) The hirer shall return the vehicle clean inside and remove all packaging or rubbish they have created a cleaning charge of £100 plus the cost of disposing of any items or rubbish left behind will be applied if this is not adhered to.
- g) The Hirer will return the vehicle with the same amount of fuel indicated on the display at point of hire.
- h) The Hirer acknowledges that to combat theft and abuse of vehicles tracking devices may be installed. No data will be shared with any 3rd party unless requested by law enforcement or insurers.

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- 3) During the rental period the hirer shall keep the vehicle and its accessories in their or any approved driver's possession and free from legal process or lien when not in use adequately protected and stored
- 4) The hirer and any approved driver shall ensure that the vehicle will not be used for:
- a) For hire or reward
 - b) For racing, pace making, rallying, speed testing, driving tuition or similar processes or for propelling or towing any vehicle or object.

- c) In any manner which might render or void the insurance policy, or other contract of insurance.
 - d) Or any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.
 - e) By any person who:
 - i) Is not licenced to drive the vehicle.
 - ii) Is under 25 or over 70.
 - 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.
 - vi) Has been convicted of any offence, motoring or otherwise the details of which have not been disclosed in writing to the lessor at the commencement of hire.
 - f) Outside the island of Guernsey without prior consent of the lessor
- 5) The hirer agrees to pay on demand.
- a) The Invoice to secure booking as quoted by the lessor.
 - b) Rental charges.
 - c) Any refuelling or miscellaneous charges.
 - d) 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.
 - e) All fines and court costs incurred in relation to the vehicle by the hirer or lessor from the commencement of the rental period until the vehicle is returned to the lessor except when caused by the fault of the lessor.
 - f) Any value added tax or other taxes payable in respect of any of the above
- 6) The hirer shall compensate the lessor in full on demand for any loss it suffers as a result of damage, fire or theft to or of the vehicle including loss of revenue to the lessor for the period which the vehicle remains unavailable for rental by reason of such matters & any claims made by any person in respect of the vehicle whilst it is in the hirers custody.

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- 7) The hirer and 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) At the request and cost of the lessor permit to be done in their own name all acts and things 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 or damage to or in connection with the vehicle or its accessories

- c) Inform the lessor immediately of any loss or damage to or fault developing in the vehicle.
 - d) Indemnify the lessor against any loss incurred by reason of breach of this agreement by the hirer or any driver.
 - e) Ensure the maximum payload and axle weights are not exceeded.
 - f) Be responsible for loading and unloading of the vehicle.
 - g) Obtain or maintain any necessary operator's licence.
 - h) Shall not modify the vehicle or alter or add any extra equipment at any time.
- 8) The hirer or driver shall not:
- a) Without prior consent of the lessor incur and liability for repairs to the vehicle in excess of £25
 - b) Be the agent or servant of the lessor for any purpose.
 - c) Make and claim for loss of or damage to any property left stored or transported in or upon the vehicle unless due to the negligence of the lessor.
- 9) The hirer shall be responsible for payment of the excess amount for loss or damage to the vehicle or its accessories arises from the neglect or wilful action of the hirer or driver.
- 10) The period of hire is specified at the bottom of this document shall not be extended without the lessor's express authorisation in writing in and even then, the period of the hire shall not exceed 90 days.
- 11) If the hirer does not comply with any of these conditions, they shall return the vehicle to the lessor immediately and pay to the lessor on demand any loss it suffers in respect of the hirer's noncompliance, failing which the lessor shall be at liability to retake possession of the vehicle and all costs and expenses incurred in its recovery.
- 12) Any addition or alteration to these terms and conditions should be agreed upon in writing by both parties.
- 13) Nothing in these terms and conditions shall be deemed to exclude or restrict the lessor's liability for death or personal injury resulting from negligence or any other liability of the lessor which cannot be excluded as a matter of law.
- 14) This agreement is subject to Guernsey Law and the exclusive jurisdiction of Guernsey and to which the lessor and hirer irrevocably submit.

Vehicle Make:

Model:

Reg:

Hire period:

Hire Cost:

The AA Phone number 03300 530 420

Excess Amount: £1000

Hirer name:

Driver:

Email:

Hirer address:

Hirer signature:

Contact Number:

Date:

Lessor: Regency Events

Damage notes.