

THESE TERMS AND CONDITIONS ARE PART OF THE RENTAL AGREEMENT

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

Company: Getaway Car Rentals Ltd.
Vehicle: The original vehicle described overleaf or any replacement vehicle.
Tariff: The Company's current hire charges at the commencement or the hire.
Driver / Hirer: The person and / or Client Company named overleaf or any other person approved by the Company (as shown on an additional drivers form) to drive the vehicle during this rental period.
Accessories: The spare wheel, tools and other any items which the vehicle is supplied with and any replacements thereof.

Rental Period: The period from the Time and Date Out specified overleaf until the return of the Vehicle and all its supplied Keys into the physical custody of the Company by the Time and Date due In, specified overleaf.

Rental & Fuelling Charges: The hire charges for the rental period or the surcharge added to the cost to 'top-up' fuel needed upon return, calculated in accordance with the Company's current tariff.

Insurance Policy: The Company's policy of insurance on the vehicle, a copy of which is available for inspection at the rental location

Insurance Referral: Any specific insurance terms or insurance excesses and are specific to any, each, and every driver.

2. The driver acknowledges that.

a. The vehicle is suitable for his purpose and undertakes to return it and the accessories to the place and on the date due back specified overleaf.

b. He has received the vehicle free from apparent defects or damage.

c. There is no insurance cover for any property, goods or items transported by, or left in, the vehicle and the Company has no liability for loss or damage to any property, goods or items unless it is due to the Company's negligence.

d. The Company has no liability for loss or damages for problems occurring with the vehicle, that are outside of its control or which could not have been reasonably foreseen unless the problem was due to the Company's negligence.

e. The Company is responsible for losses suffered by the hirer as a result of the Company breaking the rental agreement, if these losses are a foreseeable consequence of the Company breaking the rental agreement. Losses are foreseeable where the hirer and the Company could contemplate them at the time that the vehicle is rented. The Company is not responsible for indirect losses which happen as a side effect of the main loss and which are not foreseeable by the Hirer and the Company.

3. The driver shall during the rental period:

a. Keep the vehicle, its keys and its accessories in his or any driver's possession adequately protected and secured.

b. Not rent, sell, or dispose of the vehicle, the accessories or any of its parts nor give anyone any legal rights over the vehicle.

4. The driver shall ensure that the vehicle will not be used:

a. For Hire or Reward.

b. To convey more than the number of passengers within the vehicle's standard design.

c. For racing, pace-making, rallying, speed testing, driving tuition or any similar purposes.

d. For propelling or towing any vehicle trailer or other object unless agreed to, in writing, by the Company.

e. For any illegal purposes.

f. In contravention of any legislation affecting the vehicle, its use or construction.

g. By any person who:

(i) Does not hold a full United Kingdom Driving Licence (minimum 12 months)

(ii) Is not licensed to drive the vehicle

(iii) Is under 21 years of age or over 75

(iv) Is under the influence of drink or drugs

(v) Has given a fictitious name, age or address

(vi) Has not been approved by the Company as a driver

(vii) Has been convicted of a motoring offence the details of which have not been disclosed in writing on the insurance proposal part of the rental agreement to the Company prior to, or at the commencement of the hire.

h. Outside England, Wales or Scotland without the written consent of the Company prior to, or at the commencement of the hire.

i. In any manner which might render void the insurance policy, or any other contract of insurance

5. The driver agrees to pay on demand:

a. The initial Rental Charges, and any Refundable Deposit Charges specified. In addition any charges resulting from any extension to the initial hire period, on any Fuelling charges on the vehicle return.

b. Any miscellaneous charges detailed in the current tariff.

c. The Recorded Excess amount, depending on the incident, in respect of any, each and every incident resulting in damage to, or loss of, the vehicle and / or its accessories.

d. All fines, charges, penalties, costs and expenses (including all charges and penalty charges incurred under a Charging Scheme) and court costs, including VAT or other taxes payable, incurred by the hirer or any driver, in relation to the vehicle during the rental period except where these costs are as a result of the fault or the negligence of the Company.

e. Any Value Added Tax, local or other taxes payable in respect of the above, and / or hire.

f. On return of the vehicle any Mileage Charges incurred as stated on the Rental Agreement at the commencement of the hire, or any costs to be incurred in the removal of any rubbish left in the vehicle.

6. The hirer shall compensate the Company in full on demand for any loss it suffers as a result of any damage, fire or theft to, or of the vehicle including loss of revenue to the Company for the period during which the vehicle shall remain unavailable for hire by reason of such matters and any claims made by any person in respect of the vehicle whilst it is in the hirers custody. This clause applies whether you have insurance or not. This clause shall not apply to any loss caused by or the responsibility of the Company.

7. The 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 Company, using for example the office telephone number, as soon as they become aware of any loss or damage to the vehicle or its accessories; or to any fault developing which may (or may not) render the vehicle to be (or become) in an un-roadworthy condition.

c. Be responsible for all claims, liabilities, damages, cost and expenses suffered or incurred by the Company as a result of a breach or default in the discharge of the obligations, of the hirer or any driver.

d. Indemnify the Company against such loss as is recoverable at law where that loss is incurred by reason of a breach of this agreement by any driver.

e. Ensure that the vehicle maximum payload and individual axle plated weights is not exceeded.

f. Be responsible for the loading and unloading of the vehicle and the removal of any rubbish at the completion of the rental period, else charges may be incurred as per the current tariff.

8. The driver shall not:

a. Without the prior consent of the Company incur any liability for repairs to the vehicle.

b. Be the agent or servant of the Company for any purpose.

c. Fit any other accessory without the written consent of the Company at the commencement of the hire period.

d. Extend the rental period without the prior authorisation of the Company in writing and prior payment for an extension rental period.

9. The driver will be responsible for any loss or damage to the vehicle (unless caused as a result of negligence on the part of the Company, or its breach of this rental agreement) plus any loss of rental income incurred by the Company as a result.

10. The period of the hire as specified overleaf shall not be extended without the Rental Company's expressed authorisation in writing and in any event the period of this agreement shall not exceed 90 days.

11. The driver / hirer shall be responsible for payment of any amount, even exceeding the Recorded 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. This includes, but is not limited to driving:

a. Whilst under the influence of alcohol above the current legal limit.

b. Whilst under the influence of illegal drugs.

c. Whilst under the influence of solvent abuse.

d. With under-inflated or flat tyres, as a result of a puncture.

12. If the driver does not comply with any of the above conditions, he shall return the vehicle to the place of rental immediately, and pay to the Company on demand any loss it suffers in respect of the hirer's non-compliance. Failing which, the Company shall be able to retake possession of the vehicle, and all reasonable costs and expenses incidental to the recovery of the vehicle shall be borne by the hirer and become payable to the Company on demand. If the Company has to terminate the rental agreement then it will not affect the right of the Company to receive any monies that are owed under these terms and conditions of the rental agreement.

13. If there are any additions to, or alterations of, these terms and conditions of this rental agreement, they should be agreed upon in writing by the Company and the hirer.

14. Insurance Proposal

I hereby declare that to the best of my knowledge and belief the statements and particulars listed overleaf are true and correct and that I have withheld no information material to this proposal whether the subject of a proposal form question or not. I understand that failure to disclose all facts known to me which would be considered by the insurer as likely to influence the assessment and acceptance of the proposal could render the insurance cover inoperative in respect of this hiring.

Where there is any doubt about whether facts would be considered material those facts should be disclosed.

I undertake that the vehicle will not be used for conveying passengers for hire or reward nor for conveying more than the number of passengers within the vehicles design.

I further undertake that only drivers disclosed on these proposals will drive.

I further understand that this insurance terminates at the expiry of the hire period as specified on the rental agreement. I agree to accept and conform to the terms of the policy when issued.

If you have any questions about the insurance cover in respect of the vehicle being hired, please ask for full details.

15. Your Insurance Excesses Explained

Due to the nature of the business, Self-Drive Hire Rental Insurance attracts higher excesses. There are two excesses in operation which are DRIVER SPECIFIC; the Standard Excess, which is up-to £500, and the Increased Excess, which is up-to £1000, (unless either is noted differently in the Insurance Excess Signature Box on the Rental Agreement). This amount is specified as the Recorded Excess.

a. In the event of a normal third party vehicle collision / crash, where you are at fault†, the Recorded Excess is payable.

b. In the event of any damage to the company's vehicle, however caused, where no third party vehicle is involved, the Recorded Excess is payable.

c. In the event of a normal third party vehicle collision / crash, where you are not at fault†, and where you provide Third Party details, you have no excess liability.

d. If no Third Party details are provided in any of the collision / crash / damage situations then the Recorded Excess is payable. The Standard Excess is not available to:

a. Drivers aged under 25 or over 69 year of age.

b. Drivers holding non U.K. Driving Licences.

c. Drivers with certain convictions or endorsements on their licence.

d. Drivers with medical conditions as recorded in the Insurance Proposal & Driver History Box on the Rental Agreement.

e. Drivers with accidents or claims as recorded in the Insurance Proposal & Driver History Box on the Rental Agreement.

f. When the vehicle is recorded on the Rental Agreement as being hired to be taken outside England, Wales or Scotland.

In these instances the Increased Excess is applicable.

† Whom is at fault after an accident is decided by our insurers after completion of the required accident report forms.

16. Head Office Address: Unit 30, Regent Trade Park, Barwell Lane, Fareham Road, Gosport, PO13 0EQ. Telephone (01903) 772960

17. Nothing in these terms and conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from negligence or any other liability, of the Company, which cannot be excluded as a matter of law.