

Under Review in parallel with contract

Gibbs Vehicle Hire

## VEHICLE RENTAL

Agreement between Gibbs Vehicle Hire and the client named on the contract.

### **Fuel**

The Renter hereby agrees to replace the fuel like for like or be charged at the following rate for the use of the described vehicle. We will charge £35 per quarter tank plus a £10 service charge.

### **Cancellation**

All bookings are to be confirmed with credit or debit cards. You will forfeit the full vehicle hire price in the event of cancellation within 24 hours of hire or 48 hours for minibuses.

### **Mileage**

Mileage is limited to 200 miles for the first 24 hours, 70 miles per day from then on, unless otherwise stated. Additional mileage charged at 18p per mile.

### **Late Returns**

Late returns are charged after 15 minutes. **(15-29minutes £10), (30-59mins £20)**. Over 59 minutes are charged at a 4 hour hire. Over 24 hours will be charged at a 24 hour rate.

### **Parking tickets and offences**

An administration fee of at least £10 will be charged for the handling of motoring and parking offences.

### **Deposit**

The renter further agrees to make a deposit of £50 when booking. Said deposit to be used; in the event of loss, damage to the vehicle, equipment or to replace missing fuel for the term of this vehicle Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, of fuel etc. The deposit shall be credited back to the original debit/credit card when vehicle is assessed and agreed it was returned the same way it was originally hired. The deposit return can take up to 10 working days.

### **Collision Damage Waiver**

Insurance standard Collision Damage Waiver of £1000  
Can be reduced if **Additional Wavier** is purchased to £500(**£10 per day**)

### **Additional Driver**

Charged at an additional £10 per day, per driver. No more than a total of £50 per week per driver.

VEHICLES CANNOT BE TAKEN OVERSEAS WITHOUT PRIOR CONSENT.

Your signature contracts you to our Terms & Conditions which can be found at [www.gvhire.co.uk](http://www.gvhire.co.uk) and overleaf

### **STATEMENT OF LIABILITY**

I hereby acknowledge that during the currency of the hiring agreement above and for the purposes of sections 62 to 68 of, and Schedule 4 to, the Road Traffic Offenders Act 1988, I shall be liable as the owner of vehicle, registration mark specified above (the 'Vehicle') in respect of-

- (a) Any of the following offences which may be committed with respect to that vehicle when it is stationary and when a fixed penalty notice is issued: being on a road during the hours of darkness without the

lights or reflectors required by law; waiting, or being left or parked, or being loaded or unloaded, in a road; and the non-payment of the charge made at a street parking place; and

- (b) Any excess charge which may be incurred in pursuance of an order under sections 45 and 46 of the Road Traffic Regulation Act 1984 (provision on highways of parking places where charges are made).

I also acknowledge that this liability shall extend to any other vehicle let to me under the same hiring agreement and to any period by which the original period of hiring may be extended.

**Users Declaration Agreement Signature:**

Clarification that the drivers detailed in this contract confirms the following;

- Not more than one fault claim (accident) in the past five years or had their licence suspended.
- Drivers are aged between 23 and 75 with at least 2 years Full UK & EU licence's as standard.
- No more than two three point convictions (minor offences for example speeding) or have been convicted of any motoring offence during the last five or had their licence suspended during the last ten years, or is waiting to be prosecuted.
- Do not suffer from any mental/medical conditions e.g. physical disability, infirmity, heart disease, handicap, medical impairments, epilepsy that the DVLA are unaware of.
- All seat belts must always be worn
- Vehicle will not be used for hire or reward, courier work (or has to be disclosed and detailed in the contract), racing or any recycling work
- Deposits can take 3-10 working days to be returned due to the merchant companies and the customer's bank.
- Not been refused Motor Insurance cover or had any special conditions imposed by any insurance company.
- Confident and comfortable with the operation of the tail lift (Instruction to follow on the vehicle)

Driver referral has been approved by the insurance company if these conditions can't be met

I accept this agreement and the terms and conditions set out in any other literature made available to me relating to the vehicle described above or to any replacement vehicle during the original period and any extension to the contract:

- I confirm this information is correct and have not withheld any information and I agree to indemnify Gibbs Vehicle Hire in full if Gibbs Vehicle Hire suffers any losses due to information being incorrect or withheld.
- I shall take good care of the vehicle while it is in my possession and I shall inform Gibbs Vehicle Hire promptly of any loss or damage caused.
- I shall be responsible for any fixed penalties and parking fines.
- I undertake to return the vehicle when the Agreement ends. If I fail to do so, a charge will be levied based on the current Gibbs Vehicle Hire Rental tariff for the group of vehicles to which the vehicle belongs.
- I understand that there is a no smoking policy in effect with regards to the vehicle and no pets allowed in the vehicle.
- I understand that, should the vehicle not be returned with the same amount of fuel, additional charges may be incurred.
- I agree the vehicle is not to be taken outside the UK mainland without prior written consent.
- I accept the conditions as noted in this contract overleaf and agree to cover the vehicle, and any other vehicle let to me, under a comprehensive insurance policy for the period of this rental agreement and any extension thereof.

By signing below I agree to the terms and conditions and authorising you to debit my nominated credit, debit or charge card where applicable with the total amount due during the duration of the hire including any extension of hire and any other additional costs.

IT IS IMPORTANT THAT YOU HAVE READ AND UNDERSTAND THE ENTIRE AGREEMENT BEFORE SIGNING. ONLY SIGN THIS AGREEMENT IF YOU WISH TO BE BOUND BY THE AGREEMENT AND TERMS AND CONDITIONS.

Personal Data: Gibbs Vehicle Hire has the right to hold; names, phone numbers, address details, driving license numbers and payment details to be compliant with the vehicle insurance. To opt out would result in an insurance referral with the potential of no hire. These details are stored on a secure database managed by 'Pro Hire'. By signing this agreement, you are agreeing that your information may be used in the ways described in our terms and conditions overleaf.

I accept that my signature shall signify authority to debit my nominated, credit, debit or charge card with the total amount due during the duration of the hire including any extension of hire and any other additional costs

Signature:

Date:

Time:

**FRONT PAGE ABOVE**

**BACK PAGE BELOW**

## Rental Agreement terms and conditions

Larger print copies of our terms and conditions are available on request or can be viewed at [GVHire.co.uk/terms-and-conditions](http://GVHire.co.uk/terms-and-conditions)

### 1) Your contract with us

- a) When you sign this agreement, you accept the conditions set out within and accept that any authorised driver is also bound by its terms. The conditions of this agreement apply to any vehicle listed on it, including replacement vehicles and any agreements extending from it.

### 2) Rental period

- a) You will have the vehicle for the rental price shown in the agreement. If you do not bring the vehicle back on time you are breaking the conditions of this agreement and any insurance cover paid for will expire at the end of the agreed period. We may agree to extend this rental period but only if you contact us before the end of the original period and payment is paid in full in and in advance. Failure to return the vehicle at the end of the agreement will result in charges being levied. These charges will be based on the Gibbs vehicle Hire rental tariff for the group of vehicles to which the vehicle belongs. If you do not return the vehicle at the end of the rental period or the agreed extension(s), and we fail to obtain payment for the unauthorised period of use, we may report the vehicle as stolen to the police,

### 3) Your responsibilities

You are authorised to use the vehicle in accordance with these terms and conditions, which includes using the vehicle in a responsible manner at all times. If you do not comply with these conditions, you will be liable to us for any damages of reasonable expenses we suffer or incur as a result of your breach. We reserve the right to reclaim the vehicle at any time, and at your expense, if you are in breach of this agreement.

- a) You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it and use any security device fitted or supplied with the vehicle. If the vehicle is left unlocked, or the keys are left in the vehicle and it is subsequently stolen, or if you give the keys to another person who is not a named driver, you will be liable for any damage sustained to the vehicle or the full cost of the vehicle (if not returned). This also includes any costs incurred in recovering the vehicle.
- b) You must take all reasonable precautions to protect the vehicle against adverse weather which may cause damage.

- c) You must make sure that you use the correct fuel. Failure to do so will result in you being liable for the full cost of recovery and repair. Our vehicles are not suitable to be run on biodiesel.
- d) You must check the lights and tyre pressures regularly.
- e) You must check the oil and other fluid levels daily and refill as necessary.
- f) You must not smoke in the vehicle.
- g) You must not carry more passengers or pay load than the vehicle is designed to carry.
- h) You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle,
- i) You must not let anyone carry out maintenance or repair of the vehicle without our permission. If we do give you permission, we will only give you a refund on the production of a VAT receipt for the work, up to a value of £100, You must not present yourself as an agent or servant of Gibbs Vehicle Hire,
- j) You must notify us if the vehicle reaches the mileage at which a routine service is due and make the vehicle available to us for such servicing to be carried out, or for the vehicle to be replaced. If there is not a handbook available in the vehicle then contact the branch for details
- k) You must make the vehicle available to us for any recalls
- l) You are responsible for any damage to the vehicle caused by hitting low-level objects such as bridges or low branches. This responsibility is not excluded by the purchase of an excess waiver. You are also responsible for any damage caused by failure to pay due care and attention to potential hazards.
- m) You must not use or allow the vehicle to be used off-road or on roads unsuitable for the vehicle.
- n) You must cease to use the vehicle and contact us immediately if any accidental damage, structural damage, mechanical failure or malfunction may cause further damage if the vehicle were continued to be used, unsure contact the office.
- o) You must, if possible, obtain the names and addresses of third parties involved in any accident, vandalism or damage to the vehicle and inform Gibbs Vehicle Hire, the police and insurers if applicable.
- p) You agree that we are entitled to charge you a reasonable (more than 15 minutes of cleaning on anything less than a 14 day hire and more than 30 minutes on hires over 14 days) additional cost should the vehicle require more than our standard cleaning on its return to restore it to its pre-rental condition (allowing for fair wear and tear) or if you have damaged the inside of the vehicle. These charges will remain despite the purchase of an excess waiver.
- q) You must bring the vehicle back to the agreed rental office during the opening hours displayed at the office. One of our rental staff must see the vehicle to check that it is in good condition. You will remain responsible for the vehicle and its condition until we do so.
- r) You acknowledge that you will be held responsible for any loss or damage to the vehicle, its documents, and its parts and accessories, arising during the rental of any extension until the vehicle has been checked by a member of the rental staff.
- s) You agree that this agreement and accompanying documents amount to the contract between you and Gibbs Vehicle Hire. You agree that any alteration to the contract will be valid only if it is in writing and signed by Gibbs Vehicle Hire.
- t) You agree that Gibbs Vehicle Hire failure to enforce any term of this agreement does not amount to a waiver of rights under this agreement.
- u) You agree that you cannot assign this agreement.

#### **4) Your responsibilities**

We have maintained the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period.

#### **5) Property**

We are not liable for loss or damage to any property or personal belongings left in or on the vehicle, either during or after the period of the rental.

## 6) Conditions for using this vehicle

The vehicle must only be driven by you or any other person who has not first been authorised by us and added to the agreement. Anyone driving the vehicle must have a current, full driving licence valid in the UK for the type of vehicle rented and held for a minimum of two years and meet the age requirements. Authorised drivers must have a clean driving licence record, although certain endorsements may be accepted with prior permission from our insurance company

- a) We are not liable for loss or damage to any property or personal belongings left in or on the vehicle, either during or after the period of the rental.

You or any other authorised driver must not do any of the following;

- b) Use the vehicle for hire or reward
- c) Use the vehicle for any illegal purpose.
- d) Use the vehicle for racing, pace making or testing the vehicle's reliability and speed.
- e) Use the vehicle while overtired, or under the influence of alcohol, drugs, medication of any other legal or illegal substance which may impair consciousness or your ability to react.
- f) Drive the vehicle outside UK mainland unless you have obtained our prior written consent, including a Vehicle on Hire certificate (VEIG3), and arranged European breakdown cover which would repatriate our vehicle to the UK. Additional charges will apply.
- g) Use the vehicle when it is overloaded or when loads are not properly secured.
- h) Use the vehicle for towing unless we have given prior written permission.
- i) Attach or load any rack to the outside of the vehicle e.g. bike rack, roof rack or ladder rack without prior written permission.
- j) Modify the vehicle in any way without prior written permission.
- k) Use it for a purpose for which you need an operator's licence if you do not have one (if the vehicle is a commercial vehicle).
- l) Use the vehicle to carry any object or any substance which, because of its condition or smell, may harm the vehicle and/or delay our ability to rent the vehicle again, this includes hazardous materials or dangerous goods.
- m) Use the vehicle in contravention of any traffic laws or other regulations.
- n) Use the vehicle on any airside area of an airport used for the take-off of landing of aircraft.
- o) Use the vehicle for the movement, parking, refueling or servicing of aircraft, including areas used by ground equipment, without our express consent.

## 7) Charges

You will pay the following charges:

- a) The rental and any other charges we work out according to this agreement including excess mileage.
- b) Any charge for loss or damage from not keeping to conditions three or six
- c) Replacement costs for lost or damaged keys including vehicle recovery or recoding costs.
- d) A refueling charge if you have used, and not replaced, the quantity of fuel we supplied at the start of the original hire, and that of any other vehicles driven during the duration of the hire period.
- e) All fines and court costs for parking, speeding, road traffic or other offences (including any costs which arise if the vehicle is clamped or towed away). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters.
- f) The reasonable cost of repairing any extra damage which was not noted on our pre-rental check form at the start of the hire, whether you were at fault or not (depending on condition four).
- g) The reasonable cost of replacing the vehicle if it is stolen as a direct result of you not keeping to condition three.

- h) A loss of use charge. We cannot rent out the vehicle because of the following reasons; it needs to be repaired, excessive cleaning, has been write-off by the insurance (Cannot be repaired), stolen, fire damage or we are awaiting to receive full payment of the vehicle's value (insurance payment will not be more than 30 days from assessment). We will always do everything we can to make sure the vehicle is repaired or the insurance payment is received exponentially. Loss of use charge is calculated on the daily hire rate for that vehicle. An administration charge of at least £25 will also be added, in the event of excessive damage or an insurance claim this will increase to a minimum of £50.
- i) Any charges arising and from HM Revenue & Customs (or any public body) seizing the vehicle, together with a loss-of-income charge while we cannot rent out the vehicle, if and when we demand this payment.
- j) Any published rates for delivering and collecting the vehicle.
- k) Interest which we will add every day to any amount you do not pay us on time at the rate of 5% per annum over the current Bank of England base rate.
- l) Value added tax and all other taxes on any of the charges listed above, as appropriate. You are responsible for all charges, even if you have asked someone else to be responsible for them. You also acknowledge that we are entitled for charge any credit, charge of debit card nominated at the time of the rental for any charges due to us pursuant to this agreement.
- m) If our insurance is used the insurance excess of 25% of the vehicle's value must be paid in the event of a fire or theft. In the event of an accident the CDW is applicable.
- n) If offered the agreed fee for the delivery and collection of the vehicle.
- o) Cancellation; all bookings are to be confirmed with credit or debit cards. You will forfeit the full vehicle hire price in the event of cancelling within 24 hours of hire or 48 hours for minibuses. By paying the initial deposit makes you subject to these terms and conditions.
- p) Smoking in any hired vehicle is prohibited. There will be a minimum £199 cleaning charged, this is to support the vehicle being smoke free for the next customer.
- q) No pets are allowed in the vehicle. There will be a minimum £49 cleaning charged, this is to support the vehicle being pet free for the next customer.

## **8) Our insurance**

We have a legal responsibility to ensure our vehicles are covered by a minimum of third-party insurance which provides cover for any third-party personal injury or property damage. This insurance is provided by us and is included in the rental charge unless we agree your own insurance will cover the rental.

- a) We will provide cover for damage to the vehicle, however you will still be required to pay the agreed excess amount every time the vehicle is damaged.
- b) An excess waiver does not cover lost or damaged keys, or damage to the interior of the vehicle. Nor does it cover damage to the vehicle caused by hitting low-level objects such as bridges, low branches or damage caused by failure to pay due care and attention to potential hazards. It also does not cover costs following a road traffic accident where our vehicle has to be recovered from an off-road location and there is no third party involved.
- c) We will provide cover for theft of our rental vehicle, however, you will still have to pay the agreed excess amount should the vehicle be stolen. This excess remains payable to us despite the purchase of an excess waiver.

## **9) Your insurance**

- a) If we agree, you may arrange your own insurance for the rental as long as you provide evidence the insurance is valid for our vehicle and for the duration of the rental. You must also sign this agreement in the appropriate section. We have to agree the amount of cover you arrange, the type of policy and the insurer you have chosen. The cover arranged must be fully comprehensive and any excess on the policy is the responsibility of the policyholder and must be paid to us where appropriate. We must be satisfied with the cover and policy conditions and you must not change them. We may ask your insurers to record our name as owners of the vehicle. If the vehicle is damaged or stolen, you will let

us negotiate with the insurers about whether the vehicle can be repaired or what compensation is due to us. You are financially responsible for settling the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or a claim is made by any other third party.

## **10) Data protection**

### **Disclosing your information**

Gibbs Vehicle Hire Limited is notified as a Data Controller with the Office of the information Commissioner under registration number ZA545513. We are the data controller of any personal data you provide to us, we may disclose your personal information to any other member of our group. This includes our ultimate holding company and its subsidiaries as defined in section 1159 of the UK Companies Act 2006

We may disclose your personal information to third parties under the following circumstances:

- a) If we sell our business or assets, in which case we may disclose your personal data to the prospective buyer of such business or assets.
- b) If Gibbs Vehicle Hire Limited, or substantially all of its assets are acquired by a third party, the personal data held about its customers will be one of the transferred assets.
- c) If we need to comply with any legal obligation, or to enforce or apply our terms of use and other agreements.
- d) If we need to protect the rights, property, or safety of Gibbs Vehicle Hire, our customers, or others. This includes exchanging information with other companies and organisations, such as the police, HMRC or local councils for the purposes of fraud protection and credit risk reduction.
- e) We may contact a data cleansing organisation to ensure all data is accurate and up to date.
- f) If we are required by the BYRLA or DVLA to provide evidence of drivers of our vehicle for audit or legal purposes.
- g) If required, we may contact debt collectors to recover any funds outstanding on your account. You will receive prior written notice to the address on file before this process begins.
- h) If required, your details may be provided to the BYRLA to share with their other operators for the prevention of fraud and crime,
- i) Gibbs Vehicle Hire will not otherwise share your personal information with third parties without your prior consent, unless it is necessary for the completion of 'our mutual contract. Your data received for the hire is stored on a software called Prohire that manages our bookings. Personal and card details/payment details will be stored here and used for the purpose of the hire as well as any other payment requirement detailed in the Terms and Conditions.
- j) It is your responsibility to ensure that any personal data is removed from the vehicle before it is returned to us. This includes, but not limited to, any information you have entered into a telephone, satellite navigation or other on-board systems. In the event that you fail to do so, we shall not be held liable if your data is not removed from the vehicle before it is hired or sold to another party.

### **Access to your information**

You may request, at any time, a copy of the personal information the company holds about you, at no cost. Should you wish to access or update the personal information we hold, please contact us by written request to our Customer Services department at Gibbs Vehicle Hire Foothorn House, Crossgates Road Halbeath ; Info@gvhire.co.uk

If you wish to have the information the company holds on your person removed, please request this in writing to Customer Services department at Gibbs Vehicle Hire Foothorn House, Crossgates Road Halbeath ; Info@gvhire.co.uk. As long as your information is not pertinent to the completion of a contract, or required for any legal reason, it will be removed.

- a. If you are concerned we are not using your information in accordance with the law, or are not satisfied with our response to a request made above, you can complain to the Information Commissioners Office.

#### **11) Ending the agreement**

- a) If you are a consumer, we will end this agreement straight away if we find out your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you.
- b) We may end this agreement at any time if we believe you are in breach of this agreement.
- c) If you are a company, we will end this agreement straight away if you go into liquidation, call a meeting with your creditors, have had goods taken away from you until you pay your debts, or you do not meet any of the conditions of this agreement.
- d) If we end this agreement, it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main requirements of this agreement. We can repossess the vehicle (and charge you a reasonable amount) without using unreasonable force or causing damage.

#### **12) Consumer contracts (Information, cancellation and additional charges) Regulations (the 'Regulations')**

- a) If the contract between you and us is an off-premises contract, for the purposes of the Regulations, you are advised that Regulation 28 (1) (h) applies to the contract and the right to cancel (contained in part three of the Regulations) does not apply to the contract.

#### **13) Entire agreement**

- a) We consider that this agreement constitutes the whole agreement between you and us.

#### **14) Invalidity**

- a) If any part of the terms and conditions are unenforceable, the enforceability of any other part will not be affected, with all other clauses remaining in full force and effect. So far as possible, where any clause or sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause or sub-clause as is permitted below.

#### **15) Liability**

- a) This agreement is between you and us. No other person shall have any rights to enforce any of its terms. If more than one person entered into this agreement, you are jointly and severally liable for the obligations under this agreement. This means that each of you is separately responsible for performing all of the obligations, including payment, under this agreement.

#### **16) Governing law and jurisdiction**

- a) These terms and conditions are to be construed in accordance with Scots law.

#### **17) Complaints handling procedure and ADR**

- a) In the event of a complaint or dispute of any Kind, our complaints are recorded by filling out the customer feedback form from the office.
- b) Where any dispute cannot be resolved through ADR, according to governing law and jurisdiction, the contract shall be governed and construed in accordance with Scots law.

#### **18) Statutory rights**

- a) Your statutory rights are not affected. 19. Third party rights
  - a. This agreement does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this agreement.