

CONDITIONS OF HIRE

- A) For purposes of this agreement Pius Plus Panels Ltd Via Plus Hire is referred to as the lessor
 B) The "Hirer" means the person, firm or organisation by or on behalf of whom this agreement is signed
 C) "Authorised Driver" means the driver(s) addition to the Hirer approved as specified overleaf

1. This vehicle will not be used for

- (i) For racing, pacemaking, reliability trials, speed testing or driving instruction
 (ii) Outside the United Kingdom mainland without the express agreement in writing of the Lessor

2. The vehicle will not be driven by any person

- (i) Other than the Hirer or authorised driver
 (ii) Who is under the age of 21 or over the age of 70
 (iii) Who is under the influence of alcohol or any substance which may impair their ability to drive. Except that sub-clause (ii) and (iii) are subject to the lessor's discretion upon hire of the vehicle

3. The Hirer undertakes to return the vehicle in a clean condition with all tyres, tools radio and any other accessories in the same condition as when received, ordinary wear and tear excepted, to the place and on the date set down overleaf.

4. (i) The Hirer is responsible for all damage whatsoever caused including misuse, vandalism or negligence, and for all tyre repair and replacements. (ii) The Hirer agrees to take all and every reasonable step to protect the vehicle from damage or theft at all times until the vehicle is handed back to the Lessor (iii) The Hirer will be financially responsible for all damage or the full loss of the vehicle if the keys are left in the vehicle or the keys are otherwise stolen as a direct breach of section 4(ii). (iv) The Hirer will be financially responsible for all damage or the full loss of the vehicle, including any third party damage and/or bodily injury resulting from the vehicle being driven by an unauthorised driver as detailed in section 7.

5. (i) The Hirer will pay the lessor on demand all charges incurred under this agreement, plus VAT at the rate appropriate at the time of hire.
 (ii) Notwithstanding the lessor's right to demand payment of all charge incurred under this agreement at any earlier time, payment of all charges under this agreement shall be required to be paid within a period not exceeding 12 months beginning with the date of this agreement and in no more than 4 instalments.

(iii) The authorised period of rental under this agreement cannot exceed 3 calendar months beginning with the date of this agreement
 (iv) The Hirer confirms that they are aware of the hire rates plus any additional surcharges charged under the agreement and that any surcharges are incorporated within this agreement

(v) In the event the hirer does not qualify for the lessors insurance and the lessor allows the hirer to arrange adequate insurance cover for the hire vehicle, an administration charge will be levied of £15.00 and confirmation given to the hirer's insurers to allow the "lessor" to discuss and deal with the insurance arrangement of the hire vehicle for the period of hire.
 (vi) The Hirer undertakes that, in the event they terminate the hire under this agreement in order to accept the provisions of any other hire vehicle, from any other source, for use in place of the vehicle provided under this agreement, the hirer will pay forthwith all charges incurred under this agreement from commencement to cessation of hire

6. Collision Damage Waiver. In accepting the terms and conditions the hirer agrees to the CDW charges as identified within this agreement in consideration on behalf of the lessor to reduce the excess liability, in the event of accidental damage from £1500.00 to hirers own excess.

7. The Hirer has no rights whatsoever as a keeper, agent or owner of the hire vehicle and any additional drivers must be authorised by the Lessor. Any authorised driver's Name, Current Address and Full Driving Licence details, must be inserted on the original (not a copy) of the agreement and both parties (lessor & hirer) must sign this agreement before authorisation takes effect. Any unauthorised drivers will not be insured/indemnified under the Lessor's Policy nor will they have permission to drive the hire vehicle and the Lessor will deem any such breach as theft

8. Surcharges and extras are charged in addition to the hire rates as detailed in the published tariff. The additional driver charge is daily for authorised drivers only and is subject to the full terms of hire under this agreement and is charged for the full period of hire

9. The Hirer will ensure that any additional driver will comply with all the conditions of this agreement

10. The hirer will be covered under the Lessor's Self Drive Hire Insurance Policy subject to an excess of £1500.00.

Acceptance of CDW automatically transfers your excess and third party liability. The CDW shall also exempt the Hirer only from all liabilities for Loss of Hire as a result of a Road traffic accident or if the vehicle is stolen, subject to condition 4. It is a requirement of the agreement that every accident involving the vehicle, no matter how minor, be reported to the Lessor immediately and that an Accident Report Form be completed in the event that the Lessor is not notified within 24 hours the CDW will not take effect and the hirer will be responsible for all damage and Loss of Hire.

The Hirer or any authorised driver will:

- (i) Obtain the name and address of the third party and any witness
 (ii) Make no admission of liability
 (iii) Deliver to the Lessor all summons, writs and documents received
 (iv) Not act or abet any claimant but co-operate fully with the Lessor and the insurance company in the investigation and defence of any claim
 (v) In certain cases comprehensive insurance cover for the hire vehicle will be arranged by temporary additional vehicle cover through the hirer's own insurance company. A charge for this may be levied by the insurer which shall be the responsibility of the hirer.

11. The Hirer agrees that the LESSOR may bring a claim for the recovery of the cost of repair or damage caused to the hire vehicle by a third party in the name of the hirer or for the recovery of the hire charges under this Agreement. The Hirer further agrees to co-operate fully in the bringing of such a claim to include attending court to give evidence.

12. The hirer will ensure that any authorised driver will comply with all the conditions of the agreement

13. The Lessor agrees to hire and the hirer agrees to take the vehicle described overleaf on the conditions as set out in this agreement

14. The Hirer warrants that the information provided for insuring the vehicle is true and that he/she is in good health and does not suffer from any illness or bodily impairment which will prevent him/her from driving in accordance with the laws of the United Kingdom. Furthermore would not invalidate the policy of insurance effecting the vehicle. NOTE: Third party liability for death or bodily injury for each successful claim against the lessors insurance will be unlimited, whilst liability for third party property damage is limited to a maximum of £5,000,000.00 (Five million pounds)

15. In accordance with the Road Traffic Act 1974 section 15 and schedule 1, the Hirer shall be liable as the owner of 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; being left or parked or being loaded or unloaded in the road; being used or being kept on a public road without the vehicle licence being exhibited on the prescribed manner; and the nona payment of the charge at a street parking place; and (b) any excess charge which may be incurred in pursuance of an order under sections 35 and 36 of the Road Traffic Regulations Act 1967. (provision on highways of parking places where charges are made) and (c) any fixed penalty offence committed in respect of that vehicle under Part III of the Transport Act 1982 and (d) any excess parking charge which may be incurred in respect of that vehicle in pursuance of an order under sections 45 and 46 of the Road Traffic Regulations Act 1984

16. The Hirer will immediately inform the Lessor of any fault in the vehicle and will not use the vehicle whilst it is an un-roadworthy condition

17. The Lessor accepts no responsibility for delays and/or consequential losses from breakdown or from any other circumstance.

18. The Lessor will not waive any of its rights under this agreement except in writing signed by a duly authorised representative of the Lessor

19. If for any reason the vehicle described overleaf, or any other vehicle from time to time being the subject matter of this agreement shall become unroadworthy for whatsoever reason, the Lessor shall have the right and their discretion and not otherwise, to replace the vehicle with an alternative vehicle of similar seating capacity and performance, but if no such alternative vehicle is available or if the Lessor shall decline to provide an alternative vehicle, then there shall be credited to the customer such of any hire charges paid by him as represents the unexpired portion of the hire period, but he/she shall have no other claim of any kind whatsoever against the lessor

20. This agreement may be terminated by either party giving 24 hours written notice of termination and the vehicle being returned to the Lessor. Written notice should be given to Steven Ingram at Plus Hire Assist, Goodlass House, Goodlass Road, Liverpool L24 9HU. Written notice will be given to the Hirer at the Hirer's address stated on the front of this agreement.

21. Except where the context requires words denoting the singular include the plural and vice-versa, words denoting persons include firms and corporations and vice-versa

22. All references to a statutory provision shall be construed and including references to: (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this agreement) for the time being in force;

- (b) all statutory instruments or orders made pursuant to a statutory provision;
 (c) any statutory provisions of which a statutory provision is a consolidation, re-enactment, or modification,
 (d) any reference to the Hirer includes, where appropriate, their personal representatives.

23. The Hirer shall allow the lessor and its representatives from time to time to inspect and test the vehicle and for this purpose, including repossession of the vehicle, to enter any premises where the vehicle may be. The Hirer shall be responsible for the cost of any damage or cost reasonably incurred by the Lessor or its representatives in pursuing the aforesaid

24. Only persons expressly authorised in writing by the lessor has the authority to act as its agent. Such written authorisation must be dated and will not be valid if over 4 months old.

25. This agreement incorporates all the terms agreed between the lessor and the hirer and can only be varied by the written agreement of both parties, on or after the agreement date

26. BREAKDOWN SERVICE

Please note: - Breakdown cover is in respect of mechanical/electrical breakdown ONLY. Incidents such as loss of keys, lock outs, running out of fuel, punctures etc. are not covered and will be subject to a surcharge

27. PETROL

Please note: - vehicles must be returned with the same amount as stated on the front of the contract otherwise you will be responsible for a £15.00 surcharge and cost of petrol

28. PARKING/CONGESTION CHARGES & FIXED PENALTY NOTICES

A £40.00 surcharge will apply to the hirer in relation to each unpaid Parking/Congestion Charge or Fixed Penalty Notice received by the Lessor. The surcharge will apply in addition to any payments made by the Lessor on the Hirer's behalf. Further administration charges will be added for late/non payment.

29. VALET CHARGES

Valet charges will be charged to the Hirer when the vehicle is returned in an unclean or unreasonable condition at the following rate:

Part Valet	£25.00
Full Valet	£50.00

In all cases an ADMINISTRATION FEE of £10.00 applies

30. REPAIRS

The hirer is not authorised to undertake or instruct any repairs whatsoever to the hire vehicle, save as to replace damaged tyres and replacement bulbs. Should it be found that repairs have been undertaken without the prior written authorisation/instruction of the Lessor then the Hirer will be fully responsible financially and legally, for any future damage/bodily injury or loss caused to the Lessor, the Lessor's employees and/or a third party as a result of poor or inadequate, faulty or dangerous repairs

31. WHEEL TRIMS

Replacement of wheel trims either Damaged/Lost will be at the manufacturers' list price (M.L.P.) and an ADMINISTRATION FEE of £15.00.

32. NOTICE OF THE RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us by post to Plus Hire Assist of Goodlass House, Goodlass Road, Liverpool L24 9HU or by fax to 0151 448 2901 or by email to slaves@plushire.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than—

- (a) 14 days after the day we receive back from you any goods supplied, or
 (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
 (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

(a) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods whichever is the earliest. We will collect the goods

- (a) We will collect the goods at our own expense
 (b) You are only liable for any diminished value of the goods resulting from handling other than what is reasonably necessary to establish the nature, characteristics and functioning of the goods. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contract, in comparison with the full coverage of the contract

33. VEHICLE RATES AND TARIFFS

Vehicle rates and tariffs are available on our website at www.plushire.com together with a copy of the terms and conditions of hire

34. TERRITORIAL LIMITS

United Kingdom only unless prior written permission given by the lessor

35. WRITTEN COMPLAINTS HANDLING POLICY

In the unlikely event you are dissatisfied with the service we have provided, our written complaints handling policy is available on our website www.plushire.com