



## MAJESTIC SELF DRIVE - TERMS AND CONDITIONS

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

**Hirer:** The customer, organisation or business named overleaf.

**Driver:** The Hirer and/or other person named as such overleaf or any other person previously approved by the Lessor to drive the vehicle, under this agreement.

**Vehicle:** The original vehicle described overleaf or any replacement vehicle, under this agreement.

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

**Rental Period:** The period from the date and time out stated overleaf 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 of £350/£450/£600 or any larger sum specified overleaf as the excess amount.

**Current Tariff:** The Lessor's tariff current at the commencement of the hire.

**The Insurance Policy:** The Lessor's policy of insurance on the vehicle, for which a copy of which is available for inspection at the main office of the Lessor. **NOTE: Any Road Traffic Offence or Incident, involving any Third Party Vehicle, Person or Property MUST be reported to the lessor within 24 hours of incident and an Accident Report Form be completed with full details. If you fail to comply with the above requirements or in any way violate the Insurance Contract you will then be wholly liable for all costs incurred.**

2. The Hirer acknowledges that the vehicle is fit for his purpose and is in good condition and undertakes to return it and its accessories in the same condition, fair wear and tear excepted, to the place and on the date due back specified overleaf, or sooner if demanded by the Lessor.

3. During the rental period the Hirer shall keep the vehicle and its accessories in his or any driver's possession and free from legal process or lien and when not in use adequately protected and secured.

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

(a) for hire or reward.

(b) for racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle trailer or other object.

(c) in any manner which might render void the insurance policy, or other contract of insurance.

(d) for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.

(e) By any person who: (i) is not licensed to drive the vehicle,

(ii) is under 21 years of age or over 75,

(iii) is under the influence of drink or drugs,

(iv) has given a fictitious name, age or address,

(v) has not been approved by the Lessor as a driver, and completed an Insurance proposal form,

(vi) has been convicted of a motoring offence the details of which have not been disclosed in writing to the Lessor at the commencement of the hire.

(f) outside England, Wales or Scotland without the prior consent of the Lessor.

5. The Hirer agrees to pay on demand:

(a) rental charges,

(b) any appropriate Excess Waiver or Personal Accident, Personal Effects or Goods in Transit insurance fees.

- (c) 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, save to the extent that such damage or loss arises from the actions of the Lessor.
- (d) All fines, charges, penalties, costs and expenses (including all charges and penalty charges incurred under a charging scheme) incurred in relation to the vehicle by the hirer or lessor from the commencement of the rental until the vehicle is returned to the lessor.
- (e) Any Value Added Tax, local or other taxes payable in respect of the above.
- (f) Any damage to tyres or wheels.
- (g) Any damage to vehicle caused by off road excursions and recovery costs caused by off road excursions.
- (h) Any damage caused by load slip or box damage.

6. The Hirer and any 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 Lessor immediately of any loss or damage to or fault developing in the vehicle,
- (c) at the request and cost of the Lessor permit to be done in his own name all acts and things as 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 of or damage to or in connection with the vehicle or its accessories or third party vehicle or property,
- (d) indemnify the Lessor against any loss incurred by reason of any breach of this Agreement by the Hirer or any driver,
- (e) ensure that maximum payload and individual axle plated weights are not exceeded,
- (f) be responsible for the loading and unloading of the vehicle,
- (g) obtain or maintain any necessary operator's licence.

7. The Hirer and any driver shall not:

- (a) without the prior consent of the Lessor incur any liability for repairs to the vehicle in excess of £25,
- (b) be the agent or servant of the Lessor for any purpose,
- (c) make any claim for loss of or damage to any property left stored or transported in or upon the vehicle.

8. All conditions and warranties, express or implied, as to quality, description, fitness for purpose of the vehicle or otherwise are hereby expressly excluded and the Lessor shall not be liable to the hirer or any driver or any third party for any loss howsoever caused.

9. The hirer shall be liable as 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, waiting, or being left or parked, or being loaded or unloaded, in a road, being used or kept on a public road within the meaning of the Vehicles (Excise) Act 1971 without a licence under the Act being exhibited on the vehicle in the manner prescribed under that Act; 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 35 and 36 of the Road Traffic Regulation Act 1967 (provision on highways of parking places where changes are made).

10. HGV Driving Licence is required for all vehicles over 7.5 tonnes gross vehicle weight HGV Driving Licences MUST be accompanied by a current and valid ordinary driving licence.

11. Any addition to or alteration of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties.

THESE TERMS AND CONDITIONS ARE PART OF THE RENTAL AGREEMENT  
ERRORS AND OMISSIONS EXCEPTED (E & O. E)

**MAJESTIC SERVICE STATION**  
**Henry Lee Street, BOLTON BL3 3PT**  
**tel/fax 01204 62335**

[www.majesticselfdrive.co.uk](http://www.majesticselfdrive.co.uk)

[code@majesticselfdrive.co.uk](mailto:code@majesticselfdrive.co.uk)