

**LEEDS COMMERCIAL LIMITED - APPLICATION FOR A CREDIT ACCOUNT**

Business Name		Type of Business
Address		Date First Established
Postcode		Company Registration No.
Names of Previous or Associated Companies		Operators Licence No.
Registered Office Address if different		Directors Names
Office Telephone No. Office Fax no.		Credit Limit Requested
Accounts Department contact details if different Address  Telephone no. Fax No. Contact Name Email address for receipt of Statements (sent out twice monthly)		
Please supply details of Two Trade References Name of Company Tel Fax How long have you been dealing with them ?	Reference 1	Reference 2
Your Bank Details Name of Bank Branch Address  Postcode		Sort Code  Account Number

**INSURANCE**

We strongly recommend hirers to make their own arrangements for comprehensive insurance to cover hired vehicles.

**Please enclose a copy of the Insurance certificate and complete the attached Form of Indemnity**

**PAYMENT TERMS**

Please note that our terms are strictly 30 days net after the month of invoice e.g. an invoice raised in January would be come due for payment at the the end of February.

Statements are sent out mid-month and at month end and, details the payment due dates. We will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if your account is not paid according to agreed credit terms.

Please read our terms of business and sign.....

Print Name and Position.....Date.....

**FORM OF INDEMNITY – OWN INSURANCE**

This is to confirm that we wish to use our own insurance to cover vehicles hired by us and that this document forms part of the contract of hiring.

**DETAILS OF OUR INSURANCE POLICY ARE AS FOLLOWS:**

Policy No..... Expiry Date.....  
Cover.....Excess (if any).....

Name and Address of Insurance Company:.....  
.....  
.....

Telephone No.....Fax No.....

Name and Address of Broker:.....  
.....  
.....

Telephone No.....Fax No.....

We hereby agree that the hired vehicle will at all times be covered by a current adequate motor insurance policy which is valid according to the relevant law applicable in Great Britain and Northern Ireland. To ensure that all drivers using the vehicle are approved by us and will hold a current valid licence to drive the vehicle. Furthermore, if an accident occurs involving the hire vehicle, we undertake to complete the relevant forms with our insurers to invoke indemnity under the above policy.

If there is any material change in the circumstances of the policy we will advise you immediately.

We also undertake to be liable for and to indemnify you against all loss (including loss resulting from your inability to use the vehicle or let the same on hire) injury and damage howsoever caused resulting from the destruction, loss of theft or damage to the vehicle or sustained by any driver or third party resulting from the use of the vehicle.

From (Company Name):.....  
Address.....

Telephone No.....Fax No.....  
Company Reg No.....VAT No.....

**PLEASE FORWARD A COPY OF THE INSURANCE CERTIFICATE WITH THIS APPLICATION**

**Signed.....Print Name.....**  
**Position Held.....Date.....**

## GENERAL TERMS AND CONDITIONS OF HIRE

### 1. Your contract with us

When you sign the rental agreement form you accept the conditions set out in this rental agreement.

Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask any member of staff at the place you rented the vehicle from.

### 2. Rental period

You will have the vehicle for the rental period shown in the agreement. We may agree to extend this rental period but the rental period may never be more than 30 days. If you do not bring the vehicle back on time you are breaking the conditions of this agreement. We can charge you for every day or part day you have the vehicle after you should have returned it to us. Until we get the vehicle back we will charge you the daily rate published at the place you have rented the vehicle from.

### 3. Your responsibilities

- 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 to or supplied with the vehicle. You must always protect the vehicle against bad weather, which can cause damage. You must make sure that you use the correct fuel. You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.
- b) 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.
- c) You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a receipt for the work.
- d) You must let us know as soon as you become aware of a fault in the vehicle.
- e) You must bring the vehicle back to the place we agreed, during the opening hours displayed at that place. One of our staff must see the vehicle to check that it is in good condition. If we have agreed that you may return the vehicle outside business hours, you will remain responsible for the vehicle and its condition until it is re-inspected by a member of staff.
- f) You will have to pay for repairs if:
  - the vehicle needs more than our standard valeting (cleaning);
  - you have damaged the inside of the vehicle.
- g) Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

### 4. Our 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. Also, if you are not renting the vehicle for business purposes, we are responsible for loss caused by:

- the vehicle not matching our description of it;
- the vehicle not being of the quality that you would be entitled to expect from a rental vehicle;
- the vehicle not being fit to drive;
- us not having the legal right to rent out the vehicle.

We are responsible if someone is injured or dies as a result of our negligence. We are also responsible for losses you suffer as a result of us breaking this agreement if the losses are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time the vehicle is rented. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

### 5. Property

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence.

### 6. Conditions for using the vehicle

The vehicle must only be driven by you and any other driver named on the rental agreement, or by anyone else we authorise in writing. Anyone driving the vehicle must have a full valid driving licence.

You or any other authorised driver must not:

- use the vehicle for hire or reward;
- use the vehicle for any illegal purpose;
- use the vehicle for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to drive;
- use the vehicle while under the influence of alcohol or drugs;
- drive the vehicle outside England, Scotland or Wales, unless we have given you written permission;
- overload the vehicle;
- if the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.

### 7. Charges

We work out our charges using our current price list, and you will be required to pay the following charges.

- a) The rental and any other charges we work out according to this agreement.
- b) Any charge for loss or damage resulting from you not keeping to condition 3.
- c) A refuelling service charge if you have used, and not replaced, more fuel than we supplied originally. The charge is based on the rates published at the place you rented the vehicle from.
- d) All fines and court costs for parking, traffic or other offences (including any costs which arise if the vehicle is clamped). 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.
- e) The full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it is not your fault), depending on any insurance you have (as set out in condition 8), if and when we demand this payment.
- f) A loss-of income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, it is a write-off (can't be repaired) or it has been stolen and we are waiting to receive full payment of the vehicle's value. We will only charge you for loss of income if we can't get back the losses under the damage protection programme. We will charge you at the published daily rate and we will never charge you for more than

30 days' rental charges. We will always do everything we can to make sure the vehicle is repaired or we get payment as soon as possible.

- g) Any charges arising from Customs and Excise seizing the vehicle, together with a loss-of-income charge while we cannot rent out the vehicle, if and when we demand this payment.
  - h) Any published rates for delivering and collecting the vehicle.
  - i) Interest which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate of Barclays Bank from time to time.
  - j) 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 can get details of our insurance and damage protection programme from the office you rented the car from.
8. Our insurance and damage protection programme

If we arrange separate insurance, we will give you separate information on the insurance cover and any restrictions which may apply. Otherwise, the conditions of our insurance and damage protection programme will apply. By initialling the appropriate box on the rental agreement you are accepting the conditions of our insurance and damage protection programme.

- a) We have a legal responsibility to have third party insurance. This provides cover for claims made if you injure or kill anybody or damage their property (cover for damage to property is limited to £250,000).
- b) We will provide cover for loss or damage to the vehicle if you have initialled the box marked 'Collision and loss damage waiver' on the rental agreement. If you accept this you still have to pay an amount up to the 'responsibility amount' every time you damage the vehicle.
- c) We will provide cover for theft and damage to the vehicle caused during an attempted theft if you have initialled the box marked 'Theft waiver' on the rental agreement. If you accept this, you still have to pay an amount up to the 'responsibility amount' if the vehicle is stolen. The responsibility amount you have to pay in each case is shown on the rental agreement.
- d) We will provide personal accident insurance, personal belongings insurance and goods in transit insurance if you initialled the appropriate boxes on the rental agreement. You can get details of our insurance and damage protection programme (including the main exclusions) from the office you rented the car from.

### 9. Your own insurance

If we fill in the appropriate box on the rental agreement you may arrange your own insurance for the full duration of the rental as long as you can prove that this insurance is valid and have signed the confirmation on the rental agreement. We have to agree to the amount of cover you arrange, the type of policy and the insurer you have chosen. 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 party.

### 10. What to do if you have an accident

If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:

- make the vehicle secure;
- tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and
- call our nearest office straight away.

You must then fill in our accident report form and send it to our address shown in the rental agreement.

### 11. Information

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it to any of its members for any purpose stated in the Data Protection Act 1998.

### 12. Ending the agreement

- a) If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We will also end this agreement if you do not meet any of the conditions of this agreement.
- b) If you are a company, we will end this agreement straight away if:
  - you go into liquidation;
  - you call a meeting of creditors;
  - we find out that your goods have been taken away from you until you pay off your debts;
  - you do not meet any of the conditions of this agreement.
- c) If we end the agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim extra costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do this.

### 13. Governing law

This agreement is governed by the laws of the country in which it is signed. Any dispute may be settled in the courts of that country.

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