



## Terms and Conditions

1.
  - (a) In these terms and conditions: 'We', 'Us' and 'Our' refer to DL Clarkson Limited (Company Number SC126487), trading as Clarkson of Glasgow, the company referred to as the lessor in the Rental Agreement, and 'You' and 'Your' refers to either the company or person referred to as the hirer in the Rental Agreement. 'Vehicle' means the vehicle detailed in the Rental Agreement. 'Rental Agreement' means the Rental Agreement signed by You which incorporates these Terms and Conditions and is subject to the terms of the insurance policy.
  - (b) You shall be bound by the following terms and conditions which will incorporate the details in the Rental Agreement.
  - (c) All current tariffs, rates and insurance policies referred to in the Rental Agreement and herein may be inspected at our offices. You authorise Us to make any charge direct on to the credit or debit card You provide Us with in respect of Your payment under the Rental Agreement for any charge (whether for rental, damages or otherwise) incurred by You in respect of the Rental Agreement.
  - (d) You must hold a valid licence for the Vehicle. For rental of a vehicle of 7.5 tonnes or more (except if being used for domestic house removals) You must hold a valid operator's licence.
2. If You have indicated in the Rental Agreement that You want Us to provide insurance cover for the Vehicle and/or Additional Insurance then the following terms will apply:
  - (a) The Rental Agreement is subject to, and includes, all the terms of our insurance policies.
  - (b) The Vehicle may only be driven by the following people:
    - You personally;
    - the person who signed the Rental Agreement on Your behalf if You are a company; or
    - any additional driver authorised by Us if that person has completed an insurance proposal form and We have accepted it.
  - (c) Our insurance will not give You complete cover. The amount for which You are not covered is called the Excess. You are obliged to make payment of the Excess or reimburse Us should we make payment of it on Your behalf. You may be able to reduce that by paying an additional charge, the Rental Agreement shows whether You have accepted or refused the option (if available) to pay the additional charge, and the Excess for which You are not covered.
  - (d) If You or anyone on Your behalf deliberately or negligently causes damage to or loss of the Vehicle, or operates the Vehicle in such a way that causes damages or injury, then You are liable to pay the cost of repair (to its pre-hire condition) or replacement of the Vehicle, even if it was insured at the time.
  - (f) You are not insured for towing. Any trailer or goods carried on a trailer must be covered by Your own insurance cover.
3. If You have indicated in the Rental Agreement that You want to provide Your own insurance for the Vehicle then the following terms will apply:
  - (a) It is Your responsibility to insure the Vehicle from the moment You take it until the time that it is returned to Us. You must insure it to its full value, against loss or damage (including windscreen damage) by accident, fire or theft, under a comprehensive insurance policy with a reputable insurance company. You must supply Us with full details whenever We ask for them, and You must tell the insurance company to note our interest in the policy.

- (b) You hereby authorise Your insurer to communicate directly with Us and give Us any information We require. You hereby assign to Us any claim which You may have which relates to the Vehicle, and to negotiate and settle that directly with Your insurer.
  - (c) You must not use or permit the Vehicle to be used in breach of the insurance policy. If any money is paid out under the policy which relates to the Vehicle then You must ensure that the money is paid direct to Us.
  - (d) If You do not insure the Vehicle comprehensively, and We suffer loss as a result, You hereby agree to indemnify Us for all loss suffered by Us in respect of repair of the Vehicle and loss of profit while the Vehicle is being repaired.
  - (e) If, for any reason, the amount received by Us from the insurance company in respect of a claim on Vehicle arising from the period of Your hire is less than the loss suffered by Us, You hereby agree to indemnify Us for the difference between the sum received and the actual loss suffered by Us in respect of repair of the Vehicle and any loss of profit while the Vehicle is being repaired
4. Any person signing this agreement on behalf of a company must be authorised to do so, and if not so authorised will be personally liable to pay all sums due under this agreement to the extent that the company fails to pay them.
5. The maximum period for which You are allowed to keep the Vehicle under the Rental Agreement is from the 'Date Out' until the date 'Due in' referred to in the Rental Agreement. However:
- (a) We are entitled to terminate this agreement if You break any of its terms, and You must then return the Vehicle immediately to the place it was hired. You must pay any costs incurred by Us in collecting the Vehicle and returning it to the place it was hired in the event of You failing to comply with this term.
  - (b) We are entitled to call for the return of the Vehicle earlier than the date 'Due In' shown on the Rental Agreement, even if You have not broken any of the terms of the Rental Agreement, but We must then provide You with an alternative Vehicle.
  - (c) In any event, the maximum period for which You can hire the vehicle is 90 days.
6. If You keep the Vehicle beyond the date and time 'Due In' (or after We have required its return, as above) then You will also have to pay the rental and other charges in accordance with our current tariff which may from time to time be in force until the Vehicle is returned. Furthermore, should You keep the Vehicle beyond the date and time 'Due In' (or in any other way through Your actions, delay our rental termination check-in procedure until after the date and time 'Due In', such as by failing to return the Vehicle to the agreed place), We specifically reserve the right to levy a charge against You in respect of any losses incurred by Us (whether by way of hire charges, administration time or otherwise) in requiring to hire a replacement vehicle from a different lessor so as to honour any rental agreement with another individual or company which We were unable to do as a result of Your failure to return the Vehicle as agreed with Us.
7. If, through Your actings, the Vehicle is damaged in any way (to its interior or exterior) resulting in it being unavailable for use beyond the date and time 'Due In' (or after We have required its return, as above) then, We specifically reserve the right to levy a charge against You in respect of any losses incurred by Us not fully insured in regards to any insurance policy in respect of the Vehicle (whether by way of hire charges, administration time or otherwise) in requiring to arrange repair of the Vehicle and for hire of a replacement vehicle from a different lessor so as to honour any rental agreement with another individual or company.
8. Should You return the Vehicle to any other place than the place where it was hired (or any different place specified in the Rental Agreement) without our written consent or return the Vehicle outwith our published business hours, then You will be responsible for the Vehicle and any damage caused to the Vehicle in any way, for the first 12 hours after You inform Us that You have left the Vehicle or until We have carried out our rental termination check-in procedure (whichever is shorter) provided You have informed Us where the Vehicle has been left. In the circumstances where You have not informed Us where the Vehicle has been left then You will be responsible for the Vehicle and any damage caused to the Vehicle in any way up to the time when We have located the vehicle and carried out our rental termination check-in procedure.

9. We are not liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Rental Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Our negligence or the negligence of Our employees or agents) which arise out of or in connection with the Rental Agreement (including any delay in or failure to provide any Vehicle) or the use of the Vehicle by You (except in respect of death or personal injury caused by Our negligence), and Our entire liability under or in connection with the Rental Agreement shall not exceed Our charges under the Rental Agreement, except as expressly provided in these terms and conditions.
10. We are not liable to You or be deemed to be in breach of the Rental Agreement by reason of delay in performing, or any failure to perform, any of Our obligations in relation to the Rental Agreement if the delay or failure was due to any cause beyond Our reasonable control.
11. We are not liable to You for any loss of or damage to any property which is carried in the Vehicle, and We do not accept responsibility for any property which You leave in the Vehicle when You return it. Any property left in the Vehicle by You when You return it or on our termination of the agreement for any reason will be retained by Us for collection by You for seven days from the date of the return of the Vehicle to Us. You authorise Us to dispose of, sell or deal in any way with any belongings not collected from Us by the end of that period, at our sole discretion and without recourse to Us in respect of any sums obtained from the said disposal or sale. If any third party brings a claim against Us for property which is carried or left in the Vehicle, You must indemnify Us for that claim. You will be charged with any costs incurred as a result of the disposal of your unclaimed goods.
12. The Vehicle must not:
  - (a) be taken outside England, Wales, Scotland nor any British Isle on which the hiring commenced, without our prior written permission. The Vehicle must not be taken to Northern Ireland nor the Republic of Ireland nor any island of either.
  - (b) be used other than on a public highway or a suitably paved area which is designed to carry motor vehicles.
  - (c) be used to propel or tow any other vehicle or trailer, unless it is equipped for the purpose and We have given our permission.
  - (d) be used to carry passengers for hire or reward or for any driving tuition, unless You obtain our prior written permission and You must provide Your own insurance under clause 3.
  - (e) be used for any unlawful purpose, or for racing, pacemaking, competitions or speed testing, nor must it be used in any unlawful manner.
  - (f) be used in such a manner that it is overloaded (whether in total or in respect of any axle or any other part) or is carrying more passengers or goods than it was designed to carry or may lawfully carry. You shall be charged with any rectification costs to the vehicle as a result of overloading.
  - (g) be used in such a way as to make the insurance on the Vehicle invalid.
  - (h) be used in breach of the Road Traffic legislation or the Construction and Use Regulations.
  - (i) be used by any person who is not licensed and insured for it.
  - (j) be used by any person who is under the influence of alcohol or drugs.
  - (k) be used in the event of any mechanical, electrical or structural failure or damage, if further damage would be caused as a result.
  - (l) be altered or added to in any way whatsoever.
13. If You break any of the terms of the Rental Agreement We are entitled to treat the Rental Agreement as terminated and to repossess the Vehicle. You hereby authorise Us to enter on Your property to do so if necessary. You must pay any costs (including all legal costs and outlays) incurred by Us in repossessing the Vehicle and returning it to the place it was hired in the event of Us having to enforce this term.
14. You are liable for certain charges as if You were the owner of the Vehicle. Those charges are:
  - (a) Any fixed penalty offence committed in respect of that Vehicle under Part III of the Road Traffic Offenders Act 1988 or the Road Traffic Act 1991, as amended, replaced or extended

by any subsequent legislation or orders and any such offence committed under the equivalent legislation applicable to the jurisdiction upon which the Vehicle is being used (including any jurisdiction it is being used in breach of this Agreement).

- (b) Any excess charge which may be incurred in respect of that Vehicle in pursuance of an Order under section 45 and 46 of the Road Traffic Regulation Act 1984, or the Road Traffic Act 1991 as amended, replaced or extended by any subsequent legislation or orders and under the equivalent legislation applicable to Scotland, Northern Ireland or other British Isle.
- (c) Any financial penalty or charge which may be demanded by a third party as a result of the Vehicle having been parked or left upon land which is not a public road.

In respect of any such charges which remain unpaid on the Vehicle during rental, We reserve the right to make payment of such charges by way of deduction from Your credit or debit card. An administration fee of £30 per charge paid will be levied by Us.

15. You must:

- (a) pay the hiring charges published in our current tariff unless different charges have been agreed between Us in writing.
- (b) pay for all fuel and any refuelling charge. You must ensure at all times that the correct fuel is used for the Vehicle. You must pay for any damage to the Vehicle, including recovery and call out charges, and the costs of repair should You use the wrong fuel in the Vehicle.
- (c) pay for any accessories, tyres, tools or equipment which are lost, stolen or damaged.
- (d) pay our costs of recovering the Vehicle in the event that You fail to return it to Us as required by (j) below.
- (e) pay any penalties, fines and court costs incurred in the use of the Vehicle before it is returned to Us.
- (f) safeguard our interests in the event of any accident involving the Vehicle, by obtaining the names and addresses of all relevant drivers and witnesses, details including registration numbers of any other vehicles involved, securing the Vehicle and, where appropriate, notifying the police.
- (g) ensure that the correct tyre pressures, engine oil level, battery fluid level, screen wash level, coolant level and automatic transmission oil level (where fitted) are maintained throughout the period of hire.
- (h) ensure that the Vehicle is always locked when unattended, and take all reasonable steps to prevent loss of or damage to the Vehicle, or its tyres, tools, accessories, equipment or contents.
- (i) inform Us immediately if the Vehicle is damaged, lost or stolen, or develops any fault or requires any servicing, and allow Us to carry out essential repairs or servicing.
- (j) return the Vehicle (together with all its accessories, tyres, tools and equipment) to our representative at the place where it was hired (unless a different place is specified in the Rental Agreement) during our business hours, at or before the date 'Due In' shown on the Rental Agreement or earlier if We require it. The Vehicle must, when You return it, be in the same condition as when You hired it (fair wear and tear excepted), and must be clean and tidy (normal traffic grime excepted). A charge will be made for any valeting or refurbishment necessary to Vehicle at the termination of the rental due to dirt, staining, oil, grease, ink, paint marking, burning or scorching, dents, scratches or scrapes or any other damage to the Vehicle's interior or exterior (fair wear and tear and normal traffic grime excepted), upon termination of the rental. A minimum valeting and refurbishment fee of £30 will be levied by Us.

16. On accepting the Vehicle and removing it from the place it was hired (even if removed by Your driver), You are deemed to be satisfied that the Vehicle is suitable for your purposes. No consideration will be given for claims arising in respect of the nature of the Vehicle after this initial acceptance.