

# PRONTO HIRE TERMS AND CONDITIONS

**YOUR CONTRACT WITH PRONTO HIRE LTD:** When you sign the form over the page you accept the conditions of the rental agreement listed in this document.

**PLEASE READ THIS AGREEMENT CAREFULLY, IF THERE IS ANYTHING YOU DO NOT UNDERSTAND PLEASE ASK A MEMBER OF STAFF AT PRONTO HIRE FOR CLARIFICATION BEFORE YOUR HIRE BEGINS.**

## **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 may never exceed 30 days. Hires beyond 30 days require a new rental agreement. If you do not bring the vehicle back on time you are breaking the conditions of this agreement and you will not be covered by our insurance. We can charge you for every day or part day you have the vehicle after you should have returned it to us.

We will charge you the daily rate quoted until we get the vehicle back. This additional payment will be taken on the card you used to pay for the original hire. If you do not keep to the conditions of this agreement, or we believe you have given us false information which was material in our decision to rent you the vehicle, we can ask you to bring the vehicle back before the date and time we agreed with you.

We will inform you of this in writing by text or email. Once we have given you the notice you will no longer have our permission to hire the vehicle. We may take back the vehicle without giving you any notice. You will be required to arrange collection of the vehicle in these instances.

## **YOUR RESPONSIBILITIES:**

You must inspect the vehicle and any accessories we provide before you take the vehicle. If you are not satisfied that the condition of the vehicle matches our pre-rental inspection report, you must notify us before you drive away. In the absence of such notice, it shall be deemed the vehicle condition is as stated and it is in perfect working order. You must look after the vehicle and keys to the vehicle. You must always lock the vehicle when you are not using it and never leave the keys in the vehicle or the vehicle unlocked when unattended. You will be held responsible for the theft of the vehicle unless the keys are removed and the vehicle is locked. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel.

You must ensure that the vehicle does not run out of fuel completely and must return the vehicle with the same amount of fuel as at check-out. Shortages will be charged for. Should the vehicle be damaged by the neglect of the hirer, such as failure to keep sufficient water in the radiator or oil in the sump, or by the

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unauthorized use of the vehicle, the hirer is responsible for the TOTAL cost of rectifying the damage caused through negligence, this is not limited to your maximum insurance excess. In the event of loss or damage to the vehicle whilst on hire, the hirer shall pay on demand all resulting loss and expense unless the hirer has complied with all the terms and conditions herein.

Provided the hirer has complied with all terms and conditions herein, the limit of your liability will be as stated in the rental agreement (or subsequent written and signed agreement). The hirer is not responsible for loss or damage to vehicle as the result of fire or theft (providing the vehicle was locked and the keys had been removed). You are responsible for any missing radios, tools, accessories and equipment and the replacement costs of broken / chipped glass, puncture repair or any other tyre and wheel damage incurred whilst on hire. In the event of a breakdown necessitating repairs costing more than £10, the hirer shall contact Pronto Hire, during office hours, who will make the necessary arrangements for the work to be carried out. Please keep the receipts of any work undertaken whilst in your charge. If we do give you permission, we will only give you a refund if you produce a receipt for the work. Ordinary roadside adjustments, punctures and small roadside running repairs (e.g. wheel changes) are the responsibility of the hirer.

You are responsible for any damage to the roof or upper part of the vehicle caused by hitting low level objects, such as car park height restriction barriers, bridges or low branches. Overhead damage falls outside our standard insurance and cost of repair is not included in your standard excess. ALL costs for repair of roof damage and 3<sup>rd</sup> party property will be the responsibility of the hirer. Should the vehicle become un-roadworthy due to negligence on the part of the hirer and a replacement vehicle is supplied, the hirer would be responsible for the "loss of use" whilst the damaged vehicle is off the road. The cost of the replacement vehicle will be charged in addition to the original hire. You must not sell, rent, loan or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle. You must not let anyone work on the vehicle without our permission.

You must let us know as soon as you become aware of a defect to the vehicle. You must bring the vehicle back to the place where it was hired from during opening hours. One of our staff must physically check the vehicle for any damage post hire. The hire is not complete until the vehicle has been physically checked in. If the vehicle is returned outside of business hours, you will remain responsible for the vehicle and its condition until it is checked in by a member of staff. You will have to pay for repairs if the vehicle needs more than our standard valeting (cleaning); or you have damaged the inside of the vehicle; or you have damaged and/or lost any part of the vehicle. Payment for this will be deducted from your deposit, any shortfall (up to the maximum limit of your excess) will be taken on the card you used to pay for the hire. Certain credit cards attract an additional fee. VAT is not applicable to damage excess payments. You must

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check before you return the vehicle that you have not left any personal belongings in the vehicle.

## **OUR RESPONSIBILITIES:**

We will identify and tell you about any existing damage to the vehicle before you drive away. We have maintained the vehicle to at least the manufacturer's recommended standard. We undertake that the vehicle is roadworthy and suitable for renting at the start of the rental period. In addition to the above, if you are not renting the vehicle for business purposes, we are responsible if we break the conditions of the rental agreement in the following ways: the vehicle does not correspond to our description of it; the vehicle is not fit to drive, we do not have the right legally to rent out the vehicle.

We are responsible if someone is injured or dies as a result of our negligence. We are not responsible for any indirect or unforeseeable loss or damage. Indirect losses are the losses which happen as a side effect of the main loss or damage. Unforeseeable losses are the losses arising from, for example, the vehicle breaking down (such as the cost of repairing the vehicle or arranging other transport). You or we may not foresee other potential losses and so, if you want to be able to claim for such losses, we recommend that you arrange your own insurance. We are not responsible for any indirect losses that occur as a side effect of the main loss which we or you could not have predicted, such as loss or profits or loss of opportunity (such as not being able to attend a business meeting or catching a flight). Pronto Hire accepts no responsibility for delays and/or consequential losses from breakdown or any other circumstances.

If for any reason the rental vehicle described overleaf, or any other vehicle from time to time being subject to this agreement, shall become un-roadworthy for whatever reason, Pronto Hire shall have the right, at their sole discretion, to replace the vehicle with a similar one. If no such alternative is available or if Pronto Hire declines to offer a replacement, the hirer shall be credited such portion of any hire charge equivalent to the un-used portion of the rental period.

## **PROPERTY:**

Pronto Hire are only responsible for property in the vehicle if the loss or damage is a result of our negligence. You are responsible for removing your personal belongings including your personal data, from the vehicle at the end of the hire

## **CONDITIONS OF USING THE VEHICLE.**

The vehicle must only be driven by the person named overleaf, or by anyone we authorise in writing. Anyone driving the vehicle must have a full, valid driving license and not be prohibited by law from holding or obtaining such license. You

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or any authorised driver must not do any of the following: Carry passengers for hire or reward, Use the vehicle for any illegal purpose, To propel or tow any vehicle, trailer or other object, Use the vehicle for racing, pace-making, testing the vehicle's reliability and speed or teaching someone to drive, Use the vehicle under the influence of alcohol or drugs, Carry a number of passengers and/or baggage which would cause the vehicle to be overloaded or in the case of a commercial vehicle, a payload which exceeds the maximum payload and individual axle plated weights or for a purpose which requires an Operator's License where you do not have one. Drive the vehicle outside England, Scotland, Northern Ireland and Wales, unless we have given you permission in writing and appropriate charges paid including additional insurance.

## **CHARGES:**

Unless you have a credit account with Pronto Hire, all rental charges are payable in advance of hire. Damage costs, refueling and extra mileage charges are calculated in arrears and unless specifically requested will be deducted from the security deposit or charged against the card that was used to pay for the original hire. Payments made on credit cards attract an additional fee. We will work out all charges in line with this agreement and they will include VAT (if this applies). Other applicable charges: The rental and any other charges we work out according to this agreement. Any charge for loss or damage as explained herein.

Charges for extra mileage over and above the standard mileage allowance (extra mileage rate published at the rental location). A re-fueling charge if you have used and not replaced more fuel than we supplied originally. The charge is based on the rates published at the rental location. On demand, 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. We reserve the right to charge an administration fee of £25 + VAT for dealing with minor offenses. You may be responsible to pay additional administration charges which arise when we deal with these matters.

On demand, the full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it is not your fault). On demand, a loss of income charge. We will charge you this if we cannot rent out the vehicle because it needs to be repaired, or it is a write-off (can't be repaired). We will charge you at the daily rate as per the Rental Agreement. We will always do everything we can to make sure the vehicle is repaired as soon as possible. On demand, any charges made by Customs and Excise as a result of seizure of the vehicle by them, together with a loss of income charge whilst the vehicle is unavailable for rental. Any published rates for delivery and collection of the vehicle. 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. Value Added Tax and all other taxes on any of the charges listed above, as appropriate.

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## OUR INSURANCE

Comprehensive insurance is provided by Pronto Hire and is included in the hire charge but the hirer is responsible for the first £750 (unless otherwise agreed) of any internal or external damage to the hire vehicle; this includes damage to 3rd party vehicles, property or people. Unless otherwise approved by Pronto Hire, all drivers must be over 23 and under 71 years of age and must have held a valid driving license and have been driving regularly for a minimum of 2 years. Drivers aged 76-79 (inclusive) can hire cars and vans, subject to an insurance excess of £1,500. We have a legal responsibility to have insurance to meet the RTA requirements. This provides cover for claims made if you injure or kill any 3rd party, whilst driving our vehicle, or damage their property. Whilst an insured vehicle is on hire to the hirer (or approved additional driver). Pronto Hire shall not be liable for any accident injury, loss damage or liability caused or incurred whilst such vehicle is being driven by any person not specifically named on the Rental Agreement.

## CUSTOMER OWN INSURANCE (COI)

You may arrange your own motor insurance to cover your legal responsibility for any loss or if the vehicle is stolen or damaged or any 3rd party liability. This policy must be in the name of the individual (or company) on the rental agreement and must cover the full period of hire. In all cases the policy must be a fully comprehensive with no excess. Pronto Hire may accept a policy with an excess subject to approval, but in all such cases the hirer will be responsible for paying the excess. Details of the COI policy and proof that it is in force must be provided before the start of the hire. By initialing the appropriate box overleaf, you agree to these terms. Pronto hire must approve 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 subsequently without our consent.

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 replaced or what compensation is due to us. You are financially responsible to settle any costs if the policy you have arranged fails and the vehicle is damaged, lost, stolen or claims made by any other innocent party. Where COI is provided, Pronto Hire must be indemnified against loss of revenue from the time of return until the vehicle is repaired and fit for hire, at the same pro-rata rate shown on the Rental Agreement overleaf.

## ACCIDENTS

If you have an accident you must NOT admit responsibility. You should take the names addresses and phone numbers of everyone involved, including witnesses. You should take photographs of the scene and the vehicles and photograph any visible damage to property or vehicles whilst at the scene. Tell the Police straight

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away if anyone is injured. Make the vehicle secure and report the incident to Pronto Hire immediately, even if there has been no obvious damage. You will need to complete our post-accident report and comply with requests for information from our insurers and any resulting legal proceedings.

## **ELECTRONIC DATA AND DRIVER INFORMATION**

By entering into this agreement you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to analyse statistics, for market research, credit control or to protect our assets. If you break the agreement you agree that we can give your personal and company information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organizations as permitted under the Data Protection Act 1998. If officially requested by the Police we are at liberty to provide them your personal contact details and details of the vehicle hire. The vehicle you have hired may be fitted with a tracking device and by signing this agreement you agree that we have your consent to record and use any data we collect. The tracker will be used to ensure safe and compliant operation of the vehicle in line with the terms of this agreement. If the vehicle is not returned on the agreed date, time and place we will use the data recorded on the device to recover our vehicle.

## **ENDING THIS AGREEMENT:**

If you are a consumer we will end this agreement straight away if we find out that your goods have been taken away from you to pay off your debts, or a receiving order is made against you. We will also end this agreement if you do not meet any of the conditions of this agreement. 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, or you do not meet any of the conditions of the agreement. If we end the agreement it will not affect our right to receive any money we are owed under the conditions of the 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

## **THE LAW:**

We aim to deal with all disagreements fairly and calmly. This agreement is governed by the laws of the United Kingdom. Any disagreement may be settled in the courts of that country. In certain circumstances Pronto Hire reserves the right to appoint an Arbitrator. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

THIS AGREEMENT FORMS PART OF THE RENTAL CONTRACT OVERLEAF

-[www.prontohire.co.uk](http://www.prontohire.co.uk)-