



unitedcarshare

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TERMS AND CONDITIONS

A. United Cars will be reoffered to as "The Lessor".

B. The Hirer means the Person, Firm or Organization by or on behalf of whom, this agreement is signed.

C. Authorised Driver means the Driver(s) additional to the Hirer who have been approved by the Lessor and specified overleaf.

- 1) The Hirer will ensure that any Authorised Driver will comply with all terms and conditions as set out in this agreement.
- 2) The Lessor agrees to rent and the Hirer agrees to take the vehicle described overleaf on the terms and conditions as set out in this agreement.
- 3) The Hirer will return the vehicle with all tyres, tools, accessories and equipment in the same conditions as when received, ordinary wear and tear accepted, to the place and on the date shown overleaf or earlier as demanded by the Lessor.
- 4) The Hirer is responsible for all damage caused by misuse or negligence and for all tyre repairs or replacements for and broken windows, lights and for any damage to the interior of the vehicle.
- 5) The Hirer agrees to pay the Lessor by either one single payment either on demand or in any event 11 months of the date of this Agreement all rental and other charges together with VAT, local and other taxes payable in respect of the said charges.
- 6) The period of hire, the subject of this agreement shall not exceed 80 days commencement of rental period.
- 7) Where the Lessor allows the Hirer credit under condition (5) the rate charged for the hire of the vehicle shall be the daily rate for that vehicle as published in the Lessor's rental tariff at the commencement of the hire.
- 8) Except where condition (5) applies, the hirer will pay the lessor on demand all charges due under this agreement, plus VA Tat at the rate appropriate at the time of hire.
- 9) The Lessor shall provide comprehensive vehicle insurance cover unless otherwise agreed, subject to an excess as stated overleaf. The excess may be set aside by the additional payment of a collision damage waiver (CDW).
- 10) The Hirer shall immediately report any accident to the Lessor involving the vehicle and complete the accident report form no matter how minor the accident maybe. The Hirer or any authorised driver will:
 - a) Obtain the names and addresses of the third party and any witnesses.
 - b) Make no admission of liability.
 - c) Deliver to the Lessor all summonses. Writs and documents received.
 - d) Not aid or abet any claimant but co-ordinate fully with the Lessor and the insurance company in the investigation and defence of any claim.
- 11) The Hirer will at the request of the Lessor do all required by the Lessor and permit his name to be used by the Lessor for enforcing any rights or remedies against the parties in connection with the vehicle.
- 12) Should the Hirer wish to make his own insurance agreements the Hirer will:
 - a) Be responsible for all injury and damages to the persons and property of third parties and for all loss damage to the vehicle and will indemnify the Lessor in respect of any loss.
 - b) Insure the vehicle and the use of thereof against third party fire and theft and accidental damage risks with an insurer and on a form of policy acceptable to the Lessor and to furnish the Lessor such a proof as they require.
 - c) Have this insurance indemnify the Lessors as owners of the vehicle.
- 13) The will not be used whether during or after the termination of the period time.
 - a) To carry a greater number of passengers and/or more baggage then recommended by the manufacturer.
 - b) Knowingly for any unlawful purpose.
 - c) For racing, pace making, reliability trials speed testing or driving tuition.
 - d) To propel or tow any other vehicle or trailer.
 - e) In violation of the provision of any act, order, or regulation affecting the use, loading or condition of vehicle or for any illegal purpose.
 - f) Outside the United Kingdom mainland without the express written approval and authorisation of the Lessor.
- 14) The vehicle will not be driven by any person:
 - a) Other than the Hirer or an authorised driver.
 - b) Who is under the age of twenty one (21) or over the age of seventy (70).
 - c) Who has not held a valid driving licence for a minimum period of two years.
 - d) Who is under the influence of alcohol or any substance which may impair their health.
- 15) The Hirer acknowledges that, during the currency of this rental agreement and any extensions or extensions thereof the Hirer shall be liable as the owner of the vehicle and any other vehicle rented to him hereunder in respect of:
 - a) Any fixed penalty offence committed in respect of that vehicle under the Road Traffic Offenders Act 1988.
 - b) Any excess parking charge which may be incurred in respect of that vehicle in pursuance of an order under Section 45 or 46 of the Road Traffic Regulations Act 1984.
- 16) The Lessor shall not be liable for loss or damage to any property of the Hirer of any other person which may have been in or on the vehicle with or before or after its return to the Lessor.
- 17) The Hirer will immediately inform the Lessor of any fault in the vehicle and will not use the vehicle whilst it is in an un-roadworthy condition.
- 18) The Hirer is responsible for theft of the vehicle unless the keys are removed and all doors are locked.
- 19) The Lessor accepts no responsibility for delay and/or consequential losses from breakdown or from any other circumstances.
- 20) The Lessor will not waiver any of his rights under this agreement except in writing signed by a duly authorised representative of the Lessor.
- 21) This agreement may be terminated by either party giving 24 hours' notice of termination and the vehicle being returned to the Lessor.
- 22) If the Hirer commits any breach of this agreement the Lessor may treat the agreement as terminated and take possession of vehicle, and the Hirer authorise the Lessor to enter upon his property for such purpose.
- 23) Notice of right to cancel: You the right to cancel this agreement if you wish. Your right to cancel can be exercised by delivering or sending (including e-mail) a cancellation notice to the person named below at any time within the period of 14 days starting with the day of receipt of cancellation notice in writing of your right to cancel this agreement.

The name and address to whom notice should be served: The Manager, 9 Grand Parade, High Street, Crawley, RH10 1BU or email: info@unitedcarshare.co.uk.

VAT Registration Number 703019873