



Collection of Vehicle - IMPORTANT INFORMATION

Upon collection of your vehicle, the following information will be presented to you on a portable device and will require your confirmation and signature before taking possession of the vehicle. Please read to confirm you are happy before arriving to collect your vehicle.

Unauthorised Driver Agreement

Any vehicle hired under this agreement may only be driven by authorised drivers, who have been approved the lessor. I understand that should I breach these terms an additional rental charge will be levied. (This extra charge will not offer any insurance cover, and the hirer & driver will remain responsible for any losses incurred by the lessor or any third party.

Insurance Declaration

I the undersigned agree to pay the insurance excess cost as listed on my Rental Agreement in the event of any damage or theft claim on the vehicle, or any third party claim made against our insurance policy.

Liability Statement

I agree that while the rental agreement is in force I will be liable as owner/hirer of the vehicle, or any replacement vehicle, for any fixed penalty offence, penalty charge notice, notice to owner, parking charge notice for that vehicle under s66 Road Traffic Offenders Act 1988, Schedule 6 Road Traffic Act 1991, Traffic Management Act 2004, Protection of Freedoms Act 2012 and any other relevant legislation. I also acknowledge that this liability shall extend to any other vehicle let to me under the same hiring agreement and to any period by which the original period of hiring may be extended. I hereby agree to hire the above vehicle on the Terms & Conditions set out herein & overleaf and confirm that if payment hereunder is to be made by credit or charge card my signature below shall constitute authority to debit my nominated credit or charge card company with the total due amount plus any administration charges, extensions or additional charges resulting from this rental. The Hirer and, if I am not the Hirer, I consent to my personal information (including name, address, photo and drivers licence details) and information concerning the Hirer and the hire of the vehicle under this rental agreement (including details as to payment record, credit worthiness, accidents or claims or theft or damage to the vehicle, delays in vehicle return, threatening or abusive behaviour and any other relevant information) being shared with other vehicle rental companies, suppliers to such companies and the police and other regulatory authorities, insurers and credit reference agencies, for the purposes of crime detection, risk management and assessing whether or not others may wish to hire a vehicle to me.

Terms and Conditions (full list of T's and C's on following pages)

I declare that the information in this proposal is to the best of my knowledge and belief correct and complete in every detail and that no information has been withheld which might influence the acceptance of this proposal which with this declaration shall form the basis of the contract of insurance.



Terms and Conditions

1.0 Definitions

- 1.1 "Hirer" - Person named as such overleaf.
- 1.2 "Company" – The Hometown Group Limited (Registered in England under Number 08106059) and its servants or agents.
- 1.3 "Agent" - For the purposes of these terms and conditions includes a person authorised by the Hirer and the Company to drive the vehicle.
- 1.4 "Vehicle" - The original motor vehicle described overleaf, hired out by the Company, or any replacement vehicle, and includes its accessories
- 1.5 "Accessories" - The spare wheel, tyres, tools, handbook and service vouchers and all other equipment and items with which the vehicle is supplied and any replacements thereof.
- 1.6 "Hire Period" - The period set out overleaf.
- 1.7 "Rental Charges" - the hire charges for the hire Period calculated in accordance with the Company's current tariff.
- 1.8 "Hire Agreement" - the agreement set out overleaf and these Terms and Conditions.

2.0 Hire

- 2.1 The Company hereby hires to the Hirer the Vehicle for the Hire Period and at the Rental Charges as stated overleaf upon the terms and subject to the conditions hereinafter appearing.

3.0 Commencement of Hire

- 3.1 The hiring of the Vehicle and this Hire agreement commences and takes effect on the date and at the time on which the Vehicle is made available for collection by the Hirer or its Agents ("The Commencement of Hire")
- 3.2 The Hire Period and Hire Agreement, may not be extended without the Company's express authorisation and shall not be extended in any event so that the Hire period expires more than three months from the Commencement of Hire. In no circumstances shall this Hire Agreement subsist for more than three months.
- 3.3 The Company will use all reasonable endeavours to have the Vehicle available for collection on the date specified overleaf but the company shall not incur any liability whatsoever in the event of any delay.

4.0 Inspection

- 4.1 The Hirer agrees to inspect the Vehicle and to notify the Company immediately in writing of any defect in the Vehicle. Any defects in the bodywork shall be marked on the plan on the attached schedule. If no notice is given it shall be conclusively presumed that the Vehicle is complete and in good order and condition and is fit for the purpose for which it is required and in every way satisfactory to the Hirer.

5.0 Use of Vehicles

- 5.1 The Hirer may use the Vehicle for the purpose of his business and for social domestic and pleasure purposes. The Vehicle is not to be used, and the Hirer will not use nor permit it to be used:
 - 5.1.1 for any purpose for which it is not expressly designed;
 - 5.1.2 for hire, driving tuition, racing, pace making, or competing in any rally or other form of motor sport;
 - 5.1.3 for any illegal purposes whatsoever;
 - 5.1.4 in such a manner as to be overloaded. (This includes carrying a greater number of passengers and/or more baggage than recommended by the manufacturer);
 - 5.1.5 for any purposes not permitted by the terms and conditions of the relevant policy of insurance or do or allow to be done any act or thing whereby such insurance may be invalidated;

5.1.6 for carriage of persons for hire or reward whether express or implied;

5.1.7 after the expiry of the Hire period as stated overleaf (Subject to any agreed extension):

5.1.8 in breach of the Company's age regulations for drivers;

5.1.9 by any person under the influence of drink or drugs.

The Hirer agrees that he will not:

5.2.1 effect any mechanical or other modification to the Vehicle, make any alterations or additions, fit any towing equipment or other accessories or non-standard tyres;

5.2.2 remove, substitute, exchange, transfer, swap or otherwise interfere with any part of the Vehicle or its accessories, except in order to maintain the Vehicle as provided for in clause 6.0;

5.2.3 remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt or purport to do so nor permit the same;

5.2.4 deface the paintwork or bodywork of the Vehicle nor add or effect any painting, sign-writing, lettering or advertising to or on the Vehicle;

5.2.5 allow any person to drive or be in control of the Vehicle unless they are named as a driver overleaf or in a prior written Agreement with the Company and hold a valid driving licence which has been produced to the Company.

6.0 Duties of the Hirer

The Hirer shall during the continuance of this Hire Agreement;

- 6.1 indemnify the Company against all fines, penalties and liabilities imposed on the Company or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with any cost or expense relating thereto incurred by the Company;
- 6.2 not take or allow any of the Vehicles to be taken out of the United Kingdom mainland without receiving the prior written authority of the Company and in the event of that authority being given, only on such terms as the company deems fit;
- 6.3 bear the cost of the repair or rectification of any damage to the Vehicle resulting from abuse, negligence or improper use of the Vehicle by the Hirer or its Agent;
- 6.4 not sell, assign, mortgage, let or Hire or otherwise dispose of or part with possession of the Vehicle or part thereof, or accessories or change the benefit of this Hire Agreement nor attempt or purport to do so;
- 6.5 take all necessary steps at its own expense to retain and recover possession and control of the Vehicle if the Hirer loses possession or control;
- 6.6 permit the Company or authorised representatives at all reasonable times to enter the premises where the Vehicle may be from time to time be parked to inspect and test the condition of the Vehicle;
- 6.7 notify the Company of any change in the Hirer's address and upon request by the Company promptly inform the Company of the whereabouts of the Vehicle;
- 6.8 in respect of the condition and maintenance of the Vehicles, be solely responsible at his own cost for:
 - 6.8.1 using the correct grade and type of fuel and oil;
 - 6.8.2 regularly checking and adjusting as necessary the radiator, battery and engine fluid levels. Failure to do this will result in the cost of any consequential damage repairs and loss of use becoming the responsibility of the Hirer;
 - 6.8.3 regularly cleaning the exterior, interior and upholstery of the Vehicle;
 - 6.8.4 replacing any shattered, broken or supplied windscreens or windows;
 - 6.8.5 replacing any damaged broken, cracked or shattered mirrors and light lenses and their casings;
 - 6.8.6 replacing or repairing any punctured or damaged tyres;
- 6.9 not use or permit the Vehicle to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres;
- 6.10 return the vehicle for servicing at the service intervals specified on the face of Hire Agreement or the manufacturers service intervals if none are specified;
- 6.11 indemnify the Company against all loss or damage to the Vehicle or its accessories that cannot be recovered under the relevant insurance policy;
- 6.12 indemnify the Company against any costs of extracting or recovering the Vehicle where the Hirer has for any reason driven off a normal metalled Highway or has driven the Vehicle to any location where it may become stuck or in any other way immobilised;
- 6.13 inform the Company immediately of any loss of, or damage occurring to the Vehicle and of any fault, reasonably requiring repair, developing therein and must not, in the case of damage or fault which makes the Vehicle un-roadworthy or liable to cause danger to any person or property,

use the Vehicle until such damage or fault has been repaired or corrected. Authorisation for expenditure in excess of £50.00 (fifty pounds) must be obtained from the Company prior to commencement of the repair.

7.0 Other Drivers

7.1 The Hirer warrants that all his Agents driving the Vehicle, and any other drivers warrant by themselves and their Agents, that they will abide by these Terms and Conditions as if they were the Hirer. The Hirer, and any other specified driver will be liable for any breach of these Terms and Conditions by such an Agent as if they personally committed such a breach.

8.0 Insurance

8.1 Save where the Hirer has hired the Vehicle under his own policy of insurance in accordance with clause 8.4 the Hirer shall be responsible for arranging Fully Comprehensive Motor Insurance for the Vehicle and to keep the Vehicle so insured during the course of the Hire Agreement and agrees to observe the terms and conditions of such insurance. The Motor Insurance Policy shall cover against public liability for death and/or bodily injury to third parties including passengers and liability for damage to third party property subject to financial limitations. The Motor Insurance Policy shall also cover damage to the Vehicle and its accessories and/or the theft of the Vehicle. The Hirer further agrees to protect the interests of the Company as owners of the vehicle by;

8.1.1 co-operating fully with the insurance company;

8.1.2 making every endeavour to obtain names and addresses of parties involved in any accident and witnesses thereof;

8.1.3 not admitting guilt or liability;

8.1.4 not abandoning the Vehicle without adequate provisions for safeguarding and securing the same;

8.1.5 calling the nearest office of the Company and/or insurer by telephone even in case of slight damage;

8.1.6 giving a detailed report of any such accident or damage including a diagram to the insurer;

8.1.7 notifying the police immediately if another party's guilt has to be ascertained or if people are injured;

8.2 The Hirer shall not compromise any claim without the written consent of the insurance company and shall allow the insurance company to take over conduct of negotiations (except in relation to claims for personal injury or loss or damage to the property of the Hirer unconnected with the Vehicle).

8.3 The Hirer shall pay to the Company any amount deducted by such insurance company by way of excess or in respect of loss suffered by it.

8.4 If the Hirer has hired the Vehicle under his own policy of insurance the following provisions will apply:-

8.4.1 The Hirer undertakes to insure the Vehicle until the Vehicle is returned to the Company in its full value against loss and damage including (windscreen damage) by accident, fire or theft under a fully comprehensive policy of insurance with an insurance office of repute to be approved by the Company. The Hirer shall at the Company's request supply full details to the Company and shall instruct the insurers that the Company's name shall be endorsed on the policy.

8.4.2 The Hirer shall, notwithstanding that the Company may seek immediate compensation from the Hirer under other terms of this Hire Agreement procure that any compensation under the said insurance is paid directly to the company and shall be liable to compensate the Company for any loss or damage suffered by the Company in excess of the monies (if any) paid to the Company by the Hirer's insurers.

8.4.3 The Hirer shall immediately upon demand pay to the company any sum due in respect of insurance excess, loss of hire or any other such sum payable under the terms of this Hire Agreement notwithstanding the continuance of any insurance claim.

8.5 Qualifying Driver restrictions and any additional excesses;

8.5.1 Age restrictions

- Age limits 21 to 24 having held a full UK licence for 2yrs with an additional £400 excess to you
- Age limits 25 to 69 having held a full UK licence for 1yr
- Persons aged 70 -72 will normally be acceptable but must be referred for confirmation

8.5.2 Non-UK Licence Holders

Non-UK Licence Holders will be acceptable with an additional £400 excess, subject to persons being aged over 25 and having held a full licence for a minimum of 2 years and must be referred to the insurance company for confirmation.

8.5.3 Major Driving Convictions

Persons who have been convicted of ANY MAJOR conviction during the past 5 years, or have any such prosecution pending are NOT acceptable.

Major conviction codes:

AC10 – AC30	BA10 – BA60	CD40 – CD90	DD10 – DD90	DG10 -DG90	DR10 – DR90
IN10	LC30-LC50	MR09 - MR59	MS40-MS90	NE99	TT99
UT10 - UT50	UT50	XX99			

8.5.4 Minor Driving Convictions

Persons have been convicted of ANY MINOR conviction are acceptable without referral subject to the following:

- Drivers aged 21-22: must be free from endorsement.

- Drivers aged 23-24: are acceptable only if they do not disclose more than one MINOR conviction within the last 5 years.
- Drivers aged 25-69 (75 for cars): are acceptable only if they have MINOR convictions within the last 5 years which total 6 points or less. Speeding disqualifications up to 6 months within the last 5 years and MINOR convictions which total 7 to 9 points within the last 5 years are acceptable with an additional £400 excess.

Minor Conviction codes:

CD10 – CD30	CU10 – CU80	LC10 – LC20	MS10 – MS30	MW10
PL10 – PL50	SP10 – SP60	TS10 – TS70		

8.5.5 Other exclusions including;

- Persons having not held a full UK licence for the required period
- Persons not having the correct entitlement to drive the vehicle being hired
- Use of the vehicle for carriage of passengers for hire or reward, racing, competitions, rallies or trials or hire for re-hire by the renter
- Persons who have had a policy cancelled or proposal declined or a renewal refused by an insurer
- Persons involved in the last 3 yrs in two or more accidents or one accident with costs exceeding £5000
- Persons hiring vehicles paying cash, unless a credit or debit card is used to guarantee deposit or excess
- Drivers involved with or connected with the following occupations:
 - Hawking or general dealers (e.g. market traders, merchants, second hand clothes dealers)
 - Scrap merchants, vehicle dismantlers, or breakers.
 - Professional Gambling (other than as a clerical worker)
 - Professional Sport
 - Entertainment Professions (including part-time).
 - Modelling
 - The armed forces of non-UK countries.
 - Students
 - Unemployed persons.

8.6 Hirer's Required Identification

As well as providing a copy of a valid Driving Licence, at least two of the following must be uploaded, one of which must bear a signature, and one an address, identical to the one entered on the Hirer's booking;

- Credit or Debit Card (note type and number on card)
- Passport
- Post Office or Building Society Savings Book
- Current Utility Bill (not mobile phone)
- Personal cheque book
- Rent book (check address and whether dates are current)
- HP Agreement (note details and currency)
- Life Assurance Policy

9.0 General Liability

- 9.1 The Hirer shall be solely responsible for and hold the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the company as a result of any accident involving the Vehicle (other than death or personal injury resulting from the negligence of the Company, its employees or agents).
- 9.2 The Company does not hire the Vehicle subject to any condition or warranty save for those incorporated by statute where the Hirer contracts as a consumer and any other conditions and warranties are hereby expressly excluded insofar as permitted by statute and (save for the Company's liability for death or personal injury caused by the negligence of the Company, its employees or agents) the company will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the vehicle or its use unless arising from the statutory warranties first referred to in this clause.
- 9.3 The Company shall not be liable for loss of or damage to any property left, stored or transported by the Hirer or any other person in or upon the Vehicle either before or after the return thereof to the company. The Hirer hereby agrees to hold the Company harmless from, and indemnify the Company against all claims based upon or arising out of such loss or damage unless caused by the negligence of the Company.
- 9.4 The Hirer shall be solely responsible for and hold the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by the Company as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Hire Agreement.

10.0 Charges

- 10.1 The Hirer shall subject to clause 10.7 pay the following charges for the Vehicle before collection;
- 10.1.1 the Rental Charge for the initial period;
- 10.1.2 the Insurance and Waiver Charges (if so elected by the Hirer);
- 10.1.3 Value Added Tax at the prevailing rate;
- 10.2 If the Hirer and Company agree to extend the period of Hire the Hirer shall pay the following charges to the company at the time of the grant of the extension or at such other time as may be specified by the Company;
- 10.2.1 the Rental Charge for the extended Period;

10.2.2 the Additional Insurance and Waiver Charges (is so elected by the Hirer).

10.2.3 Value Added Tax at the prevailing rate.

- 10.3 If the Hirer fails to make payment of any sum due to the Company on the due date, the sum due shall bear interest at the rate of 5% per month from and including the date that payment should have been made to and including the date of receipt of cleared funds by the Company.
- 10.4 In the event of default in the payment of any amount due to the Company under the terms of this Hire Agreement and if this account is placed in hands of an Agency or Solicitor for recovering such amounts or legal action the Hirer agrees to pay in addition to the amount due hereunder all cost of collection including Agency and Solicitors fees and Court Costs.
- 10.5 The Company reserves the right by giving due notice to the Customer at any time before the services are provided to increase the costs of the services to reflect any increase in the costs to the Company which is due to any factor beyond the Company's control.
- 10.6 Where the hire charges are paid for with Credit / Debit or charge card authority, the Company shall have the right to debit the card amount without prior notice to the Hirer or Account Holder, to the value of any extended hire period or other cost incurred, including: REFUELLING, CONGESTION, ULEZ, PARKING AND REPAIR CHARGES. Payment of penalty notices will incur administration costs.
- 10.7 Subject to prior agreement by the Company and where the need for Hire arises following the Hirer's own vehicle becoming unroadworthy or undergoing repairs consequent upon a road traffic accident the Rental Charges shall become due and payable by the Hirer on the expiration of the Hire Period or any agreed extension thereof.
- 10.8 Cancellation of the Hire with less than 48 hours notice will still be liable for total amount of the Rental Cost.
- 10.9 A Refundable Deposit will be paid by debit or credit card on collection of the vehicle. If taken, deposits will be refunded upon the safe and undamaged return of the vehicle. The deposit amount can vary, depending on the vehicle type booked and the information provided at the time of the booking. If applicable, any ancillary charges due may be deducted from the original deposit amount paid. For further details, please contact the us.
- 10.10 At checkout it will be explained the vehicle needs to be returned with the fuel level at FULL as per the level at collection. If the vehicle is returned with the fuel less than full, the cost of the fuel to fill up as well as a £10 administration fee will be charged and deducted from the deposit.

11.0 Excess Mileage

- 11.1 The number of miles the vehicle has been driven under this Hire Agreement shall be determined by reaching the standard mileage recording device attached to the Vehicle by the manufacturer. If this device fails due to mechanical breakdown the mileage charges shall be computed from full particulars in regard to the use to which the Vehicle has been put during the period of hire which the Hirer shall furnish to the Company. If this device should fail to function because its seals have been tampered with or broken by any person or due to a cause other than mechanical breakdown the Hirer shall pay for repair of the unit or replacement of the seal as the case may be and also reasonable Vehicle rental charges calculated in accordance with the information available to the Company regarding the use of the Vehicle and charges raised in rental cases appearing to the company to be of similar character (in lieu of the charge calculated as above).
- 11.2 In the event that the Vehicle is driven in excess of the included Mileage Limit of 150 miles per day the Hirer shall pay to the Company the additional EXCESS MILEAGE CHARGE of £0.15 per mile + VAT in respect of such Vehicle, such payment to be made within 7 days after demand.
- 11.3 Any mileage covered by a replacement vehicle at any time used in place of the Vehicle (the subject of this Hire Agreement) shall be added to the total mileage covered by the replacement Vehicle for the purpose of calculation of Additional Excess Mileage Charges.
- 11.4 The Company offers Limited Fair Mileage on its vehicles for any period of hire. Limited Fair Mileage includes a total of 150 miles per day's hire. Excess mileage charges over the specified 150 miles per day total will be levied at £0.15 + VAT per mile and charged once calculated and recorded after the Hire period.

12.0 Ownership

- 12.1 The Vehicle shall at all times remain the property of the Company and the Hirer shall have no rights to the Vehicle other than as Hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Company in respect of the Vehicle is or may be prejudicially affected.

13.0 Termination

- 13.1 If the Vehicle is returned before the completion of the Hire Period or any extension thereof for any reason whatsoever the Company shall not be liable to refund any part of the Rental Charges save where the Vehicle is returned as a result of mechanical breakdown or breach of this Hire Agreement by the Company in which case the Company shall refund the charges in respect of the unexpired portion of the Hire Period or any agreed extension thereof less any sums due to the Company from the Hirer under the terms of this Hire Agreement.
- 13.2 The Hirer shall receive no credit for any fuel left in the Vehicle's tank when it is returned to the Company.
- 13.3 The returnable deposit will be refunded only if the Vehicle is returned to the Company at the completion of the hire in good order.
- 13.4 If any of the following event shall occur, namely;

13.4.1 If any distress, execution, or other legal process shall be levied on or against the Vehicle or any part thereof or against any premises where the same may be or against any of the Hirer's goods or other property or the Hirer shall permit any judgement against him to remain unsatisfied for 7 days; or

13.4.2 if the Hirer, being an individual, shall die, shall suffer an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order; or

13.4.3 if the Hirer being a body corporate, shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertaking or assets appointed, or shall suffer the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of part II of the Insolvency Act 1986, or shall be deemed by virtue of s518 of the Companies Act 1985 to be unable to pay its debts; then in each and every such case the hire constituted by the Hire Agreement shall ipso facto and without notice terminate and no payment subsequently accepted by the Company without knowledge of such termination shall in any way prejudice or affect the operation of this clause.

13.5 If the Hirer shall fail to pay any Rental Charge or other sum payable under this Hire Agreement within 3 days of it becoming due (whether demanded or not) or shall commit a breach of the other terms and conditions whether express or implied of this Hire Agreement or shall do or allow to be done any act or thing which in the opinion of the Company may jeopardise the Company's rights in the Vehicle or any part thereof, then in each and every such case the Hirer shall be deemed to have repudiated the Hire Agreement and the Company may thereupon or at any time thereafter without notice terminate the hiring constituted by the Hire Agreement.

13.6 The Company may demand the return of the Vehicle at any time either for the purpose of determining the hire or for the purpose of replacing the Vehicle with another similar vehicle and is in the Company's reasonable judgement such demand might not be complied with the Company may repossess the Vehicle and terminate the Hire Agreement without any liability for any loss or damage which the Hirer may sustain as a result of such demand termination or repossession.

13.7 The Hirer shall upon termination pay to the Company;

13.7.1 all arrears of Rental then due and all other sums accrued due and unpaid at the date of termination, together with interest thereon payable under clause 10.3 hereof; and

13.7.2 the cost of all repairs required at the date of termination; and

13.7.3 compensation for the loss suffered by the Company as a result of such termination such loss being determined by the Company having regard to all relevant circumstances; and

13.7.4 any other sums which are or become due to the Company or to which the Company is entitled by way of damages and refuelling

13.7.5 any additional daily hire charges if the vehicle is returned after the agreed end of hire time to cover loss of earnings due to cancelled bookings of the vehicle

13.8 The termination of the hire constituted by this Hire Agreement shall not affect any rights of the Company or liabilities of the Hirer subsisting at the date of termination. On the termination of the hire howsoever or whenever occasioned or on expiry of the Hire Period (or any agreed extension thereof), the Hirer shall no longer be in possession of the Vehicle with the Company's consent and shall (unless otherwise agreed with the Company) forthwith return the Vehicle (including each Vehicle's accessories were fitted) to the Company at such address as the Company may direct in good order and good working condition and at the Hirer's expense and risk. Without prejudice to the foregoing or to the Company's claim for any arrears of Rental Charges or damages for any breach by the Hirer of this Hire Agreement or any other rights hereunder, the Company or its authorised representatives, may at any time after such termination or expiry of the Hire Period without notice retake possession of the Vehicle and for such purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for all cost, charges and expenses so incurred in retaking possession of the Vehicle as aforesaid. The Hirer shall also bear the reasonable cost incurred by the company at any time in ascertaining the whereabouts of the Vehicle and/or the Hirer.

14.0 Value Added Tax

14.1 All sums due from the Hirer to the company hereunder are expressed exclusive of Value Added Tax and shall be increased as appropriate to include VAT at the rate or rates for the time being in force.

15.0 Hirer's Liabilities

15.1 The Hirer's obligations (save in respect of liability for sums due) under this Hire Agreement or any part of it continue in force until the Vehicle has been returned to or recovered by the Company.

15.2 The Hirer's liability continues notwithstanding the return or recovery of the Vehicle until all sums due to the Company have been discharged in full or the Vehicle has been inspected for damage by an employee or agent of the Company, whichever shall be the latter.

16.0 Company's Intervention

16.1 If the Hirer fails to comply with or commits a breach of any provision of this Hire Agreement, the Company may without in any way being obliged to do so or responsible for so doing and without prejudice to the ability of the Company to treat that non-compliance as an event entitling to terminate this Hire Agreement under clause 13 hereof effect compliance on behalf of the Hirer whereupon the Hirer will become liable to pay immediately any sums expanded by the Company together with all costs and expenses including legal costs in connection therewith.

17.0 Force Majeure

17.1 Although the Company will use all reasonable endeavours to discharge its obligations under this Hire Agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

18.0 Forbearance

18.1 No forbearance indulgence or relaxation on the part of the Company shown or granted to the Hirer in respect of any provisions of this Hire Agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of the Company under this Hire Agreement or operate as or be deemed to be a waiver of any breach by the Hirer of the terms and conditions of this Hire Agreement.

19.0 Concurrent Remedies

19.1 No right or remedy herein conferred upon or reserved to the Company is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

20.0 Notices

20.1 Any notice hereunder shall be in writing and may be served by sending it by email or pre-paid first class letter post or delivery if (in the case of a limited company) to the address stated herein and in any other case to the last known address of the addressee.

20.1.1 Any notice given by post which is not returned to the sender as undelivered shall be deemed to have been given at noon on the second business day after the envelope containing the same was so posted; and proof that the envelope containing any such notice was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.

20.1.2 Any notice or other information sent by email shall be deemed to have been duly sent on the date of sending, providing that a confirming copy thereof is sent by first class pre-paid post to the other party at the address referred to above within 24 hours after sending.

20.1.3 Any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

21.0 Waiver of Set Off

21.1 The Hirer hereby waives all and any future claims and rights of set off against any instalment of Rental Charges or any payment due hereunder and agrees to pay the Rental Charges and other amounts hereunder regardless of any equity, set off of cross-claim on the part of the Hirer against the Company.

22.0 Construction

22.1 Where there are two or more parties to this Hire Agreement as Hirer their liability hereunder shall be joint and several in this Hire Agreement and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.

22.2 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

22.3 Any typographical clerical or other error or omission in any literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability whatsoever on the part of the Company.

22.4 Governing Law

22.4.1 This Hire Agreement shall be governed by and constructed in accordance with the Laws of England. The Hirer irrevocably submits to the non-exclusive jurisdiction of the English Courts.

If you have any questions then please contact us

steve@the-hometown-group.com

The Hometown Group. The Old Parlour, Stanbridge Farm Offices, Sussex Road, Petersfield GU31 5RB