

## CAR HIRE TERMS :

We are Manningtree Trailer Hire Ltd

Registered address: 63 Tile Barn Lane

Lawford Manningtree Essex CO112LT

The named hirer is responsible for all terms and conditions .

By signing this agreement you fully understand, accept and agree to all terms .

### Cancellations

All bookings cancelled less than 7days from the pick-up date and time are non-refundable. Please note if appropriate I.D., the necessary payment/deposit is not produced at time of pick up or the Terms and Conditions are not adhered to in any way, and the rental cannot proceed, no refund will be made. Cancellations may be made via email or telephone call at any time but cancellation terms will apply on this website and a cancellation confirmation will be emailed to you -

### Reservations confirmed via telephone

Full payment will be due for any cancellation made with. 7 days of hire

If you do not arrive to collect your vehicle (no show):

Full payment will be due in all circumstances without exception .

### Vehicles images

Vehicle images are examples only. Specific models cannot be guaranteed.

### Availability:

In the event your booked vehicle becomes unavailable prior to hire for any reason a full refund will be made.

We do not accept under any circumstances any liability for costs incurred due to cancellation that is out of our control .

### Price

Rates include insurance (subject to the damage liability of the vehicle), VAT & breakdown cover. Mileage is limited to 300 miles per day . Hires of 28 days and over (including hires of 1-27 days which extend) will be limited to 1000 miles per 28-day period or part thereof. Excess mileage will be charged at 30p pence per mile.

### Driver Age

All drivers must be aged 25-75 and must have held a licence for at least Two years . If the vehicle is being hired for towing purposes the correct towing category must be present on the licence when collecting the vehicle.

### Damage Liability

Insurance is subject to a damage liability of £500 plus vat in all circumstances .

The vehicle you have hired is fitted with a tow bar however use of this towbar is strictly prohibited if you do not have the correct licence type to legally tow presented to us at point of hire .please note you are covered for third party only whilst towing we do not cover any trailer for loss theft or damage in all circumstances.

#### Fuel Policy

All vehicles are supplied with a full tank of fuel at the start of the hire.

Customers must either:

Return the vehicle with a full tank of fuel at the end of the hire. period .

return the vehicle without refuelling whereby a £20 plus vat admin fee will be payable on top of the fuel charge.

#### Payment

A non refundable deposit is required at the time of booking we will advise you of the amount in accordance with your hire period .

All Payments are required by credit card or debit card. Cash, cheque, and pre-paid credit cards are not accepted. Third parties may not pre pay for a rental over the phone and the credit or debit card presented at the start of the hire must belong to the person responsible for the hire .

#### Overseas hires

- We do not allow the vehicle to be driven overseas .

#### Driving Licences & history

Anyone who will be driving the vehicle must present a valid driving licence with their current address, in person, at the time of collection.

No copies of licences will be accepted.

On collection of vehicle, renter must produce: valid driving licence - we cannot accept an expired photocard

#### DRIVER REQUIREMENTS :

1. Drivers must have held a full driving licence for at least 2 years .
2. Licence endorsements up to 3 points are accepted maximum 2 endorsements.
3. Drivers must not had had their licence suspended within the last 3 years
4. have no more than one fault incident within the last 3 years
- 5 has not obtained a BA, DD, or UT conviction.

If the driver has been banned

from driving for a DD, BA or UT offence, or has been disqualified for 12 months or more, we will only rent 5 years or more after the return of the

licence.

All drivers presenting a UK driving licence (card licence or paper licence) need to provide evidence of their current endorsements at the time of renting - this includes any additional drivers. The counterpart to the driving licence was abolished in 2015 (excluding licences issued in Northern Ireland) and DVLA provide an online facility for drivers to view and share their licence history. Drivers may either provide a paper copy of their licence history, obtained from the DVLA website no more than 21 days before the rental start, or the code provided by the DVLA on their website (screenshots of licence history are not accepted).

To generate the code or the print out, all drivers must visit the DVLA website on <https://www.gov.uk/view-driving-licence>. Drivers will be required to input their NI number, driving licence number and postcode to view their history.

A valid driving licence. If old (paper-only) style, official photo ID must also be presented. Official photo ID must be valid, we cannot accept expired official photo ID. If new photocard style, we cannot

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accept an expired photocard (see Driving Licences section for further details)

if the licence does not show current home address (this includes licences issued in EU countries and driver resides in UK), a valid passport or national identity card must be presented.

2 additional forms of ID to confirm home address. One must be the credit card statement/bank statement for the credit card/debit card being presented for deposit and additional charges. The other should be a formal document (eg. utilities bill) both must be dated within 8 weeks of date of hire and be the original documents

a credit or debit card in their own name (see section on Rental Payment terms for further details).

additional drivers must present a valid driving licence - we cannot accept an expired photocard - plus passport or national identity card if licence does not show current home address

please contact the location prior to hiring if you have any questions regarding identification required.

The Lead Driver may be subject to a search with Experian for the purposes of verifying his/her identity. To do so Experian may check the details supplied by the Lead Driver against any particulars on any database (public or otherwise) to which they have access. They may also use these details in the future to assist other companies

for verification purposes. A record of the search will be retained. By agreeing to Manningtree Trailer Hire terms & conditions, you are consenting to this search.

### Rental Payment Terms

When you book you accept the conditions set out below:

We will do our best to have the vehicle which is the subject of a confirmed reservation available on the day and at the time you have requested. If you decide to cancel your reservation or do not arrive to collect your reserved vehicle on the day and at the time you have reserved it, charges will be made and these are explained in these Rental terms.

Please read this carefully. If there is anything you do not understand or do not agree with, please ask any member of staff .

By booking and accepting these Terms & Conditions you consent to Manningtree Trailer Hire Ltd applying charges to your credit or debit card account. Your initial rental deposit charges are paid for at the time of booking. You will not be required to make the excess deposit payment or pay for any possible additional rental costs until you collect your vehicle. However for cancellation purposes full payment is due 7 Days prior to the hire commencing.

a) payment by credit card - if you choose to pay by credit card (Mastercard, Visa, ) your card will be debited for the rental charges and any additional charges agreed to plus a further deposit amount of £500 plus vat

In the event that you have pre paid only any additional charges plus a further amount of £500 plus vat .

In the event that you have pre paid only any additional charges plus a for the rental charges and the full value of the excess will be charged; a valid CREDIT CARD must also be presented when picking up the vehicle.

Payment for the rental charges will be charged to the debit card the value of the excess up to £500 will be charged to the CREDIT CARD provided.

When you return the vehicle at the end of the hire period, the total additional charges, including any charges for fuel, damage, etc will be calculated and any overpayment will be credited to your card(s). Please note this process may take up to 5 working days.

In the event that you return the vehicle earlier than the date originally specified on the voucher, no refund will be made.

If you wish to return the vehicle after the time originally specified, you should contact the branch to agree this. You will be charged for every day or part-day you have the vehicle after the original agreed date and time at the rate specified on the rental agreement when you collect the vehicle.

### Rental period

You will have the vehicle for the rental period shown in your Reservation

Confirmation. If you do not bring the vehicle back on time, or if you do

not contact us and get our agreement to an extension of your rental, 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 specified on the rental agreement .

#### 1 Your contract with us

Please read this agreement carefully. If there is anything you do not understand, ask a member of staff to explain it. When you sign our rental agreement, you accept the conditions set out in this rental agreement .

#### 2 Rental period

You will have use of the vehicle for the period shown in the agreement. We may agree to extend this rental period.

If you do not bring back the vehicle at the time and date specified in your rental agreement, you will be in breach of a condition of this agreement. We can charge you for every day or part of the day you have the vehicle after you should have returned it to us. We will charge you a daily or hourly rate (which will be £25 for each hour returned late up to a full days hire fee per 24 hours until we get our vehicle back.

If you do not keep to the conditions of our agreement, we can ask you to bring back the vehicle before the date and time we have agreed with you. To do this we will give you written notice in person or send it to an address you have given on our rental agreement, including an email address, or via text message to your mobile phone, if provided.

Once we have given you the notice in person, you will no longer have our permission to have the vehicle. If we send the notice via email or SMS, you will no longer have our permission to have the vehicle. If we send you notice via

first class post, two working days after we have posted it you will no longer have our permission to have the vehicle. We may then take back our vehicle. If we believe you have given us false information which was material to the decision to rent the vehicle to you, we may take back the vehicle without giving you any notice. You will be required to arrange collection of the vehicle in these instances.

#### 3 Your responsibilities

a) You must inspect the vehicle and any accessories, such as a satellite navigation system, we provide before you take the vehicle. Any damages reported after the vehicle

has left the premises will be the hirers responsibility .

b) You must take care of the vehicle, any accessories and the keys or other locking device (including any apps which can be used with the vehicles) for the vehicle. You agree to return the vehicle in the same condition in which you received it. You must always lock the vehicle when you are not using it, and use any security device which is fitted or supplied with the vehicle. You must always use your best endeavours to protect the vehicle against adverse weather conditions which could cause damage to the vehicle. You must make sure that you use the correct fuel and fluids in the vehicle. If the vehicle is electric or plug-in hybrid you must charge the vehicle in accordance with the instructions provided.

c) You are responsible for any damage to the vehicle. You must pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include the cost of any damage inside and outside the vehicle, cleaning costs if the vehicle is very dirty, and replacement or repair of any items or accessories provided to you. Please note your maximum liability in terms of theft or damage is £500 plus vat , this excludes late return , refuelling and any valeting fees .

d) You must not sell, rent or dispose of the vehicle, any of its parts or accessories. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.

e) You must not let anyone work on the vehicle without our written permission. If we do give permission we will only give you a refund if you have a receipt for the work we have given you permission for.

f) You must let us know as soon as you become aware of any defect with the vehicle, or if the vehicle is stolen or involved in an accident or broken down. Failure to notify may result in you breaking this agreement and liable to paying costs we incur.

g) If we have agreed to drop off the vehicle at an address you have given us, you will be responsible for the vehicle from the time we drop it off at this address.

h) Unless we have agreed to collect the vehicle from you, you must return the vehicle to the location it was collected from . You must return it during the published opening hours or at a time and place we tell you. When you return

the vehicle, our staff must check its condition. If we have agreed to allow you to return the vehicle outside of our opening hours, you will stay responsible for the vehicle and its condition until our staff have checked it at the earliest opportunity the following day. We may need to clean the vehicle before our staff can check its condition.

i) You must not carry any object or substance which, because of its condition or smell, may harm the vehicle or delay us renting or selling it.

#### 4 Our responsibilities

a) We will identify and tell you about any existing damage to the vehicle before you sign this agreement. A date and timed video walk round

Will be conducted prior to the vehicle leaving our premises .

b) The vehicle you have hired may be fitted with a tracking device, which may 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 may use the data recorded on the device to recover our vehicle. All data will be deleted once the rental agreement is ended

c) We have maintained the vehicle to at least the manufacturer's recommended standard. The vehicle is roadworthy and suitable for you to use at the start of the

5 Property  
We are not responsible for any loss or damage to your personal belonging .

You are responsible for removing your personal belongings, including your data, from the vehicle at the end of the rental period, as we are not responsible for any items/data you leave in the vehicle. If you do leave items in the vehicle, we may agree to keep them for you to collect within a reasonable time. We may charge you reasonable costs for storing the items.

#### 6 Conditions for using the vehicle

a)

Only you, any driver named on the rental agreement, and anyone we have given written permission to, can drive the vehicle. Anyone driving the vehicle must have a full driving licence held for at least three years. If towing with the vehicle the hirer must hold the relevant licence to tow with the vehicle .

b) You must not rent the vehicle to anyone else. You must

also not use the vehicle or let someone else use it:

- i. for any illegal purposes or in a way which would cause nuisance;
- ii. to carry passengers for a fee (except for minibuses which you have a valid operator's licence for);
- iii. for driving lessons;
- iv. to tow or push any vehicle, trailer or other object, without our written permission;
- v. for racing, pacemaking, or to test the vehicle's reliability, performance or speed;
- vi. off roads or on roads unsuitable for the vehicle;
- vii. if you or the driver has been drinking alcohol or taking drugs that would result in the vehicle being operated illegally;
- viii. outside the United Kingdom, unless we have given you written permission and a Vehicle on Hire Certificate (VE103B);
- ix. if it is loaded beyond the manufacturer's maximum weight recommendations;
- x. to carry unsecured loads;
- xi. to carry more passengers than the vehicle was manufactured to legally carry; or
- xii. to operate a goods vehicle or minibus without a valid operator's licence when required to do so.

#### 7 Charges

You will be responsible for paying the following charges:-

We work out our charges using our current price list, which includes VAT .

- a) The rental and any other charges we work out according to this agreement if the vehicle is returned late .( Daily charge of £120 per day including vat )
- b) Any charge for loss or damage resulting from non-compliance, as set out in section 3 and 6 (above),

including, where applicable, an administration fee to reflect reasonable administration costs which arise in dealing with these matters.

- c) A refuelling service charge if you did not return the vehicle back to us with the agreed amount of fuel or electricity. The charge will be based upon the rates contained within this agreement or those at the location or rental branch you rented the vehicle from (or both). However, if at the time of signing the agreement, you have

agreed to pay for a full tank of fuel and return the vehicle without refuelling, then no refuelling service charge shall be payable. You will not receive any credit for any unused fuel or electricity left in the tank or battery at the end of the rental period.

d) All charges, including legal and administrative costs for any road-traffic offence or parking (local authority or private), congestion or toll charges, or any other offence or charges involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. You are responsible for paying the appropriate authority or company for any charges and costs if and when they ask you or us for these payments. You will also be responsible for paying our reasonable administration charges for dealing with these matters. However, where it is not reasonably practicable to transfer liability for any such fine or charge, we may use our discretion to settle the fine or charge with the appropriate authority and re-charge you such amount together with an administration charge to reflect our reasonable administration costs. Should you wish to appeal, contest or dispute any such fine or charge we shall pass all relevant information to you and you must liaise directly with the appropriate authority or company to obtain any refund, where this is possible.

e) The reasonable cost of repairing any damage to the vehicle which was not noted at the start of the agreement,

whether you were at fault or not (depending on section 4). You will also be responsible for paying the reasonable cost of replacing the vehicle if it is stolen or written off, depending on any insurance or cover you have (as set out in section 8 below), if and when we demand this payment. You will also be responsible for paying our reasonable administration charges for dealing with this matter. Should we consider damage to the rental vehicle to be caused by your gross negligence, serious carelessness, or deliberate misuse, then we reserve the right to recharge the full cost of repairs regardless of the cover that has been taken out, e.g. driving the vehicle illegally, fuel contamination or driving through a flood. Any call out for a customer induced fault, (e.g. losing the key to the vehicle or changing a punctured tyre) could lead to additional charges being applied to the rental agreement.

f) A loss-of-income charge, when we demand it, if we

cannot rent out the vehicle because it needs to be repaired, if it is a write-off (it cannot be repaired), or if it has been stolen and we are waiting to receive a full payment of the vehicle's value.

g) We will only charge you for loss of income if we cannot get back our losses under the damage protection programme, as explained in section 8. We will charge you at the published daily or hourly rate, and we will never charge you for more than 30 days rental charges. In addition, we will also make suitable deductions for any costs which we have avoided during the period that the vehicle cannot be rented, up to a maximum of 30 days. We will always do everything we can to make sure we repair the vehicle or get back our costs as soon as possible.

h) Any recovery charges arising from the Driver and Vehicle Services Agency (DVSA), HM Revenue & Customs (HMRC), the police, or any other organisation or their agents, who have seized our vehicle while on hire to you.

You will also have to pay us a loss-of-income charge while we cannot rent out the vehicle.

i) Any published rates for delivering and collecting the vehicle, a charge for an extra driver or returning the vehicle late, and charges for accessories such as child car seats, satellite navigation systems and other similar items.

j) 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 as published by Barclays Bank. We will publish this rate from time to time.

k) You are responsible for any loss or damage to additional equipment hired at time of rental including but not limited to satellite navigation equipment, baby seats etc. If hiring a Trailer from us in addition to this vehicle please ensure you insure the trailer against theft or damage whilst in your care. We do not cover any hire trailer on this policy.

l) We will work out all charges in line with this agreement, and they will include VAT (if this applies).

You are responsible for all charges, even if you have asked someone else to be responsible for them.

J If the vehicle is returned is not returned clean we reserve the right to debit your nominated credit or debit card up to £70 plus vat to cover any cleaning fees required.

K Windscreen damage and tyre punctures whilst on hire are the responsibility of the hirer , (windscreen excess £100) any tyre damage or puncture must be paid for in full by the hirer .

What to do if you have an accident or the vehicle is stolen

If you are involved in an accident, you must not admit that you are responsible. You should describe the situation as fully as possible when you are asked to do so by the police and the rental company. You should get the names and addresses of everyone involved, including witnesses. You should also make sure the vehicle is secure; tell the police straight away if anyone is injured or if there is a disagreement over who is responsible; and contact us straight away.

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

If the vehicle has been stolen, you must tell us as soon as possible and confirm this in writing as soon as reasonably possible. You or any authorised drivers will also need to:

- get the names and addresses of any witnesses and give them to us;
- send us any notices or other documents relating to any legal proceedings arising out of the theft or loss;
- help us and our insurers in any legal proceedings, including allowing us to take legal action in your name and defending any legal action taken against you; and
- give us back all keys and report the theft or loss to the police as soon as reasonably possible.

## 9 Data protection

By entering into this rental 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 and to protect our assets.

You agree that if you break the terms of this agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 1998.

## 10 Ending this agreement

a) We will end this agreement 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 may end this agreement if you do not meet its main conditions.

b) If you are a company, we will end this agreement 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 this agreement.

c) If we end this agreement it will not affect our right to receive any amount you owe us under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main conditions of this agreement. We can repossess the vehicle and charge you a reasonable amount for doing so.

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#### 11 The law

We aim to deal with all disagreements fairly and calmly. This agreement is governed by the laws of the country in which you signed it. Any disagreement may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

Hirer Name ..... Additional Driver

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Hirer Address :.....

Postcode ..... Telephone

..... Driving Licence Number/s :.....

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Convictions .....

Medical conditions Y/N .....

DVLA driver code required for all driver s .

I fully agree to and understand the full terms and conditions .

Signed .....

Print ..... Date.

Dates of Hire .....