

## THESE TERMS & CONDITIONS FORM PART OF THE RENTAL AGREEMENT

### 1 DEFINITIONS AND GENERAL PRINCIPLES

**1.1 In this agreement the following terms shall have the meanings hereby respectively assigned to them:**  
"Driver" and "You" is the hirer and/or other persons named as such overleaf or by any other person specifically approved by the Hirers to drive the vehicle during the duration of this agreement.

"Maun Motors", "Us" and "We" is the Lessor, also known as MAUN MOTORS SELF DRIVE, the contact details of which can be found on the Rental Agreement.

"Vehicle" is the van or truck or equipment that Maun Motors is renting to you for the agreed duration of the rental agreement and will include all parts, accessories & ancillary equipment fitted to it at the commencement of the rental.

"Damage" is any damage occurring to the Vehicle (including glass, lights, tyres and mirrors, body and ancillary equipment) and any damage occurring to third party property where applicable.

"Accessories" are the spare wheel, tools and other items with which the vehicle is supplied and any other replacements.

"Rental Period" is the period from the date and time stated overleaf until the delivery of the vehicle into the physical custody of the Lessor.

"Rental Charges" are the hire charges for the rental period in accordance with the Lessors current tariff.

Any addition to, or alteration of, the terms and conditions of this agreement shall be null and void unless agreed upon in writing by the parties.

Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessors liability for death or personal injury resulting from negligence or any of the liability of the Lessor which can not be excluded as a matter of law.

Maun Motors is authorised and regulated by the Financial Conduct Authority.

#### 1.2 The hirer acknowledges that;

- The vehicle is fit for the hirers purpose and is in good condition and undertakes to return it and its accessories in the same condition, (fair wear and tear excepted) to the site on the date due back.
- The hirer has received the vehicle free from defects or damage (as indicated on damage check sheet – upon request) and the Lessor has no liability in respect of injury, loss or damage arising from the use of the vehicle. Nor shall the Lessor be liable for any damages arising from defects or mechanical failures, which are not attributable to any breach of the manufacturer warranty or any warranty implied by law to take reasonable care, or exercise reasonable skill.

#### 1.3 During the rental period the hirer shall keep the vehicle and its accessories in his or any approved driver's possession and free from legal processor lien, and shall ensure that when not in use the vehicle is normally at night protected and secured. The vehicle must not be taken outside England, Scotland or Wales without prior consent.

#### 1.4 During the rental period the vehicle shall not be used:

- for towing of any vehicle, trailer or other object (without prior written consent from Maun Motors)
- in any manner which might render or void the insurance policy or other contact of insurance.
- for any illegal purpose or in contravention of any affecting the vehicle, its use or construction.
- by any person who: is not licensed to drive the vehicle; is younger than 21 years of age or older than 75 years of age; is under the influence of any drugs; has given a fictitious name, age or address; has not been approved by the Lessor as a driver; has been convicted of a motoring offence and the details of which have not been disclosed in writing to the Lessor at the commencement of hire. Has their ability to drive impaired in any way by mental or physical incapacity or restricted by the Law.

#### 1.5 The hirer agrees to pay on demand

- rental charges for the entire hire period (early return does not necessarily warrant refund of hire charges).
- any appropriate insurance fees & miscellaneous charges.
- the excess amount in respect of each incident resulting in damage to or loss of the vehicle's accessories or any other property left stored or transported in or upon the vehicle.
- all fines and court costs incurred in relation to the vehicle by the hirer or lessor from the commencement of the rental until the vehicle is returned to the Lessor, except where caused through the fault of the Lessor.
- any Value Added Tax, local or other taxes payable in respect of any of the above.

#### 1.6 The hirer will be liable for any damage, fair wear and tear excepted, caused to the vehicle during the rental period.

The expression "fair wear and tear" has its ordinary meaning but does not include such items as the following: burns, rips, upholstery and carpet stains, missing tools, damage to lamps, bumpers, locks, switches, tyres and glass. The hirer and any driver shall:

- Ensure compliance with terms, conditions & limitations of the insurance policy(s) which shall be deemed to be included in this agreement as if the same were fully set out herein.
- Inform the Lessor immediately of any loss or damage to, or fault developing in, the vehicle.
- Indemnify the Lessor against any loss incurred by reason of any breach of this agreement by the hirer or any driver.
- Ensure the maximum payload and individual axle plated weights are not exceeded.
- Be responsible for safe loading and unloading of the vehicle, and for the security of it during transit.
- Obtain or maintain any necessary vehicle or equipment operator licence.
- Ensure all usual daily checks (engine oil level, tyre pressure, AdBlue level, etc.) are carried out and you must respect the maintenance cycle of the Vehicle as stated in the maintenance guide.
- Inform the Lessor when Vehicle is nearing a maintenance interval.

#### 1.7 The hirer and any other driver shall not:

- be the agent or servant of the Lessor for any purpose
  - make any claim for the loss of or damage to any property left stored or transported in or upon the vehicle.
- If the hirer does not comply with any of these conditions he shall return the vehicle to the Lessor immediately and pay to the Lessor on demand any loss it suffers in respect of the hirers non compliance, failing which the Lessor shall be at liberty to retake possession of the vehicle and all costs and expenses incidental to recovery of the vehicle shall be paid by the hirer to the Lessor on demand.

### 2 THE VEHICLE: CONDITION, USE, BREAKDOWN ASSISTANCE & MAINTENANCE/MECHANICAL PROBLEMS

#### 2.1 Condition of the Vehicle.

Before leaving the rental location, you are required to check the condition of the Vehicle. Where an apparent defect is found, you must immediately inform the Maun Motors employee at the rentals counter in order to proceed with a joint-examination of the Vehicle.

In such a case, amendments must be made to the document and duly countersigned by both parties.

If the amended document is not countersigned by both parties, the condition of the Vehicle will be as set out in the

document given to you with the rental agreement and it will be considered that you received the Vehicle in proper working condition.

You will return the Vehicle in the same condition as it was provided at the start of the rental. You are responsible for any repair or refurbishment costs required to restore the vehicle to its pre-rental condition, and these will be added to the cost of the rental. This includes, but is not limited to: engine, electrical, body, special material or equipment required to repair or restore the vehicle; removal and disposal of any litter or other waste matter which is left in the load area or driver/passenger compartments of the vehicle.

Before returning the vehicle you must check that all personal belongings have been removed from the vehicle.

#### 2.2 Use of the Vehicle

You must take care of the Vehicle, keep it in good repair and condition, pay any fines for which you may be liable, reimburse the Lessor for any damage to the Vehicle, and refund the Lessor for any costs it incurs.

You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which the Lessor is charged, unless they have arisen through the fault of the Lessor.

When parking the Vehicle, even for a short period, you undertake to lock it and make use of the Vehicle's alarm and/or immobilisation equipment. You must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

You undertake to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended.

**It is against the law and a breach of these terms & conditions to smoke, or allow any passengers to smoke, inside any Maun Motors vehicle.**

In particular, you must not use the Vehicle under any of the following conditions or for any of the following purposes: transportation of dangerous goods, including toxic, corrosive, radioactive or other harmful substances; carrying anything which, because of its smell or condition, harms the Vehicle or causes the Lessor to lose time or money before it can rent the Vehicle again; transportation of live animals (with the exception of domestic pets, subject to prior authorisation by Maun Motors); re-rental to or use by other persons (unless expressly agreed beforehand, in writing, by Maun Motors); carrying passengers for hire or reward (except as permitted under the Omnibus Act 1977 and where hirer holds a valid & current applicable "Operator Licence"); participating in rallies, competitions or trials, wherever they may take place; giving driving lessons; travelling on non-paved roads or on roads, the surface or state of repair of which could put the vehicle's wheels, tyres or its under body mechanics at risk; in any way which breaks the highway Code, road traffic laws or any other laws; in any way which could invalidate the Hirers or Lessors insurance; for towing (unless expressly agreed beforehand, in writing, by Maun Motors); you must not sell, rent or dispose of the vehicle or any of its parts, or give anyone any legal rights over the vehicle; none of the goods & baggage carried in the Vehicle, including their packing & stowage equipment, will be permitted to damage the Vehicle, nor put the vehicle or its occupants at risk; you must always protect the vehicle against bad weather, which can cause damage; you must make sure that you use only the correct fuel.

You will be liable for any offence committed during the rental period which relates in any way to your use of the Vehicle, as if you were the owner of the Vehicle.

You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.

#### 2.3 Maintenance / Mechanical Problems

You must stop the Vehicle if any of the instrument panel warning lights – which are intended to indicate the existence of a mechanical problem – illuminate, or if you become aware of any other indications of a mechanical problem with the Vehicle.

When the rental starts, the Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes un-roadworthy or unfit for normal use during the rental because of mechanical breakdown or accident, you must inform Maun Motors or telephone the out-of-hours number provided at time of rental. Maun Motors will have the choice between replacing the Vehicle or accepting repairs to be done to the Vehicle. In the latter case, repairs can only be made after written or oral confirmation from, and instructions given by, the Lessor; as well as prior acceptance of the estimation of costs by the Lessor. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to the Lessor. If not, the Lessor reserves the right to request from you the remittance of the defective parts and the paid invoice. The fees and expenses of any repair undertaken without the order of Maun Motors will not be reimbursed to you.

You must inform Maun Motors of all accidents, damage to or breakdowns of the vehicle, even those which may already have been repaired, when you return the Vehicle. You will remain liable for any damages to the Lessor.

In any case, neither Maun Motors nor its partners, officers or employees, will be liable to you for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the extent permitted by the Law, for indirect consequential damages whether your action is based on contract or in tort.

#### 2.4 Breakdown Assistance

For the length of the rental, as agreed with the Lessor, you have the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, you must first contact Maun Motors, who will advise of the procedure.

In order to benefit from this cover, you must make contact immediately after the occurrence of the incident. If you do not, but instead you initiate steps or make any disbursements without the prior consent of the Lessor, you will not be able to claim for reimbursement of expenses.

#### 2.5 In the event of an accident

If you have an accident you must not admit responsibility. You should use reasonable means to obtain names and addresses of all persons involved, including witnesses. You should also: make the vehicle secure, inform the police immediately if anyone is injured or there is a disagreement over who is responsible; and call Maun Motors immediately. If possible, take sketches or photographs of the scene of the incident.

### 3 RENTAL PERIOD

#### 3.1 Principle and Calculation

You undertake to return the Vehicle to Maun Motors at the agreed place, on the date and at the time indicated on the rental agreement.

#### 3.2 Extension of the Original Duration of the Rental

Should you wish to keep the Vehicle for a period longer than that originally set out in the rental agreement, you must first contact Maun Motors by phone in order to extend the duration of the rental agreement and receive express consent from the Lessor. In all cases of rental period extension, it is the Hirer's responsibility to ensure that the Vehicle is insured for the entire rental period, otherwise the contracting party shall become liable for any damages to the Lessor.

#### 3.3 Delivery and Collection Terms

Where you ask the Lessor and the Lessor agrees in writing to deliver the Vehicle or to collect the Vehicle, you may have to pay additional charges and follow additional instructions. You must check this at the time of reservation.

When you return the Vehicle, or if the Lessor has agreed you will do so, when you leave the Vehicle for collection by the Lessor, you must complete the details of the date and time of

return and any other information requested by the Lessor. You must also do anything else which the Lessor requests as a condition of agreeing to collect the Vehicle. You must return the Vehicle immediately if the Lessor asks you to do so. In the event that the Vehicle is not delivered to the Lessor upon request you hereby authorise the Lessor to enter your premises and to do any and all other things necessary to repossess the Vehicle. You will be liable for any costs associated with such repossession. The Lessor may repossess any vehicle without notice or liability where the Lessor deems that such repossession is necessary for its own protection.

#### 3.4 End of Rental

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter. This must be done to a uniformed Maun Motors employee and under no circumstances should you give the keys to any person present at the Maun Motors location and who you assume or who purports to be a Maun Motors employee.

If you do not return the vehicle on time you are breaking the conditions of this agreement. The Lessor can charge you for every day or part-day that you have the vehicle after it should have been returned. Until the vehicle is returned, we will charge you the standard daily rate.

If the Vehicle is returned without its keys, you will be invoiced for the cost of the replacement keys.

**IMPORTANT NOTE:**  
Outside the normal opening hours, depositing the keys and documents with security staff does not constitute the end of the rental. You remain liable for any damages until a Maun Motors employee takes possession of the Vehicle, documents and keys when Maun Motors next opens for business.

#### 3.4.1 In the event of confiscation, theft or accident

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, you must immediately inform Maun Motors in writing. The Lessor will advise you of the steps to take in measures which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss...) to the Vehicle unless it is demonstrated that the Lessor is directly responsible for such confiscation or impounding of the Vehicle. Furthermore, the rental agreement may be automatically terminated as soon as the Lessor is informed of such action by the legal authorities or by you.

Any use of the Vehicle which may be detrimental to the Lessor will entitle the Lessor to automatically terminate the rental agreement with immediate effect. You will then return the Vehicle immediately as soon as the Lessor so requests. In the event of theft of the Vehicle, the rental agreement will be terminated as soon as the Lessor has received a copy of the theft declaration made by you to the police authorities. In the event of an accident, the rental agreement will be terminated as soon as the Lessor has received a copy of the accident report completed by you and, where applicable, the third party. If the Lessor provides a replacement vehicle, the rental agreement will be amended accordingly.

Furthermore, the Lessor will have no responsibility for loss, theft, robbery or damage of whatever nature, relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

#### 3.5 Ending the Agreement

a) If you are a consumer, we will end this agreement immediately 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 will also end this agreement if you do not meet any of the conditions of this agreement.

b) If you are a company, we will end this agreement immediately 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; you do not meet any of the conditions of this agreement.

c) If we end the agreement, it will not affect our right to receive any money we are owed under the conditions of this agreement. You 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.

### 4 RATES, CHARGES & TERMS OF PAYMENT

#### 4.1 Rates

The total charges for each rental will be determined according to the price list applicable at the time of rental. If you do not meet the preconditions for a contractual rate, then the standard rate is to be paid.

#### 4.2 Tolls, Charges, Penalty Notices and Fines

The following are the responsibility of, and payable by, the hirer:

Any additional charges including (but not limited to): toll fees, congestion charges, accommodation and/or parking charges, entry charges, fines, Penalty Charge Notices (PCNs) and court fines or other offences (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines, PCNs and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters, along with any escalated charges from the issuing authority.

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

Any charges arising from seizure of the vehicle by Customs & Excise or VOSA, together with a loss-of-income charge while we cannot rent out the vehicle, if and when we demand this payment.

Any agreed rates for delivering and collecting the vehicle. Interest which we will add every day to any amount you do not pay us on time, at the rate of 4% per annum above the base lending rate of NatWest Bank from time to time.

Value Added Tax and all other applicable taxes on any of the charges listed above.

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

#### 4.3 Cancellations & No Show

You may cancel your reservation at any time up to 24 working hours before the check out time without charge and any deposit taken will be refunded in full.

If you cancel after this time, or if you do not arrive to collect your arranged vehicle, you may be charged for up to the full value of the hire, or retain up to the amount of any deposit taken, subject to a maximum amount equal to the value of the prior-agreed hire

#### 4.4 Surcharges

The quotation given is based on operating costs at the date of the quotation. When more than 28 days elapse between the date of the quotation and the date of vehicle departure, the Lessor reserves the right to pass to the Hirer any increase in costs resulting from Government action. We reserve the right to charge a valeting fee for any soiling in our vehicles or damages made by the hirer. We also charge a percentage fee for all credit card transactions.

#### 4.5 Terms of Payment

When payment is made by means of a credit card, an authorisation will be requested prior to the start of the rental. The minimum amount of the authorisation will be determined by multiplying the rate by the rental period reserved by you and other relevant charges. This amount is not debited. It is held on cardholder's bank account until the final rental charge amount is debited.

When the Vehicle is returned, the invoiced amount will be charged to the credit card provided, unless you present another means of payment.

In the event of non-payment by the due date shown on the invoice, you will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any. Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise the Lessor to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals, should this be deemed necessary. The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are agreed on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (vehicle type, rental duration, anticipated mileage, etc.). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

### 5 INSURANCE

#### 5.1 Liability in the Event of Damage to the Rental Vehicle or Theft or Conversion thereof

You will be liable for any damages to the Lessor when renting a Vehicle that has been entrusted to you. Therefore, in the event of theft of the Vehicle or damages caused to it, you must fully indemnify the Lessor (the indemnification will include the amounts corresponding to the repair costs, resale value of the Vehicle, loss of use, administration charges, etc.). The amount will not exceed the market value of the rented vehicle at the time of the event.

Therefore, at the end of the Rental, IN THE EVENT OF DAMAGE OR THEFT, YOU WILL BE DEBITED with an amount equal to the non-valeting excess charge according to the tariffs in force at the time.

You will not be exempt from liability towards the Lessor in the case of breach of contract. Therefore, you will be responsible for any financial loss the Lessor suffers as a result of such breach and for any relevant claims made by other people. You agree to pay any amounts the Lessor spends in enforcing these terms.

THEFORE IN ANY CASE, NEITHER MAUN MOTORS NOR ITS OFFICERS, PARTNERS, OR EMPLOYEES WILL BE LIABLE TO THE CONTRACTING PARTY FOR ANY AMOUNTS, NOR FOR ANY ACTIONS, LAW SUITS OR CLAIMS RELATED TO ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES (SUCH AS LOSS OF BUSINESS, LOSS OF PROFIT) ARISING OUT OF, OR IN CONNECTION WITH, THE RENTAL OR THE USE OF ANY VEHICLE WHETHER THE ACTION IS BASED ON CONTRACT OR IN TORT. YOU WILL INDEMNIFY AND HOLD MAUN MOTORS HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE RENTAL AND/OR THE USE OF THE VEHICLE.

If the loss suffered by the Lessor is subsequently reduced (e.g. recovery of the Vehicle within 60 days, partial or total liability on the part of the Third party), you will be reimbursed accordingly.

#### 5.1.1 CURRENT INSURANCE EXCESS RATES

(Subject to change after reasonable notice has been given)  
S & Small/Car-Derived Vans: £250.00  
3.5 tonne GVW Vans & all derivatives thereof: £500.00  
7.5 tonne GVW Trucks & all derivatives thereof: £750.00

#### 5.2 Your Own Insurance

If we have agreed as indicated under 'Hirer's Own Insurance' over the page you may arrange your own fully comprehensive insurance for the full duration of the rental as long as you can prove that this insurance is valid and have signed to confirm over the page. We will have to agree to the amount of cover you arrange, the type of policy and the insurer you have chosen.

You must be satisfied with the cover and policy conditions, and you must not change them. 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 repaired and/or what compensation is due to us. You are financially responsible for settling the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or a claim is made by any other party.

#### 5.3 Summary of the Optional Contractual Guarantees Offered by Maun Motors

The insurance coverage is provided by a third-party Insurance Company, duly selected and authorised by The Lessor. If we arrange insurance, we will provide you separate information on the insurance cover and any restrictions and additional terms and conditions which may apply.

### 6 DATA PROTECTION LAW

Please note that in the course of the booking and rental process, Maun Motors collects some personal data. It is mandatory to provide all the information requested; in the absence of such information, Maun Motors will not be able to correctly ensure the booking and/or rental. Upon the request of the Police or any official body, the Lessor may have to transfer your personal data. Such transfer will be done in accordance with current Data Protection Laws. Under the Data Protection Act, you have the right to access, update, correct or delete personal data collected by us. You may correct factual errors in that data by sending a request to us indicating the error. You should contact our main office for information about how to exercise these rights.

### 7 OUR RESPONSIBILITIES

We have maintained the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period. Also, if you are not renting the vehicle for business purposes, we are responsible for loss caused by: the vehicle not being fit to drive; or us not having the legal right to rent out the vehicle.

We are responsible if someone is injured or dies as a result of our negligence, act or failure to act. We are also responsible for losses you suffer as a result of us breaking this agreement if the losses are a foreseeable consequence of us breaking the agreement. Losses are deemed foreseeable where they could be contemplated by you and us at the time the vehicle is rented. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

#### 7.1 Property

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence or a breach of contract.

#### 7.2 Reservation Confirmations

It may not be possible to confirm your reservation immediately if the vehicle class of your choice is in high demand. If this is the case, Maun Motors will contact you as soon as they are able to confirm your reservation or to offer you an alternative vehicle.

### 8 ENGLISH LAW

Orders are only accepted in that the Law of England shall apply to the contract arising from such an order, and to the determination of the rights and liabilities of the respective parties and in that no action or other proceedings shall be sought by either party in relation to such contract except in a Court of competent jurisdiction in England.