



Phleet Ltd General Terms and Conditions for Short Term Vehicle Hire.

1. The Vehicle is the property of the Lessor. The Hirer will return the vehicle together with all tools, accessories and equipment, in the same condition as when received, normal wear and tear accepted, to the place and on the date specified overleaf or sooner if demanded by the Lessor, and will use the vehicle in a reasonable manner. The vehicle remains the responsibility of the Hirer until it has been checked over fully by the Lessor.

2. The Vehicle will not be used: -
 - (a) For any unlawful purpose or in contravention of any Act, Order or Regulation affecting the Vehicle its use or construction.
 - (b) For racing, pace making, reliability trials, speed testing or driving tuition.
 - (c) To carry a greater number of passengers and/or more baggage than recommended by the manufacturer.
 - (d) By any person who has given a fictitious or false name.
 - (e) By any person other than the Hirer who signed the Rental Agreement or who has been nominated as a driver by Hirer and having completed a separate insurance proposal being approved by the Lessor or by a motor vehicle repairer in the event of an accident or breakdown.
 - (f) By any person who has within the preceding period of 11 years been convicted of a driving offence under the influence of drugs or alcohol, or dangerous driving, or who has had an accidents in the previous three years.
 - (g) By any person not holding a valid current license, including where necessary or appropriate HGV driving license.
 - (h) By any person under 21 years of age, or over 75 years of age, unless authorised by the Lessor.
 - (i) In any manner which may render the applicable insurance policy void.
 - (j) Outside England, Scotland or Wales, without the Lessors consent.
 - (k) In circumstances where the maximum payload or individual axle plate weights are exceeded. The Hirer is responsible for loading and unloading the Vehicle.

3. The Hirer expressly permits Phleet Ltd to debit their credit card/debit card held for deposit for any amounts owing at the end of the hire due to damage, fuel,

extended rental or any other additional charge hereafter.

(a) The Rental due under this agreement together with, where specified, a mileage charge computed at the rates specified for the mileage covered by vehicle from the commencement of rental until vehicle is returned (the number of miles over which said vehicle shall be operated under this Agreement shall be determined by reading the speedometer installed by the manufacturer, if speedometer fails, the mileage charge shall be made in accordance with the road map distance of the journey travelled);

(b) Time, mileage, damage waiver and any miscellaneous charges at the rates specified in this agreement;

(c) Additional daily rental charges for each additional day, or part day, that the Vehicle remains in the possession of the Lessor beyond the "Charge To" date specified in the Agreement;

(d) All fines, congestion charges, excess charges, or other penalties and all court costs for parking incurred in relation to said vehicle by the Hirer or the Lessor from the commencement of this Agreement until the Vehicle is returned, except where caused through fault of the Lessor. All fines are subject to an admin fee between £35 - £50 + vat.

(e) The Lessors costs, including reasonable legal fees incurred in collecting payments due from the Hirer hereunder;

(f) The Lessors costs to repair damage to the Vehicle provided that the Vehicle is operated in accordance with all the terms and except where the Hirer undertakes to provide their own insurance with indemnity. The Hirer's liability for such damage:

(i) Shall not exceed maximum damage liability of £2000;

(ii) Shall be reduced if the Hirer has purchased, in advance, the collision damage waiver (CDW);

(iii) In respect of all overhead damage howsoever caused the collision damage waiver (CDW) payment does not cover any damage to the roof of the Vehicle and the hirer accepts full responsibility for the full cost of repairs.

(v) Includes responsibility for all damage caused by misuse or negligence, for all tyre repairs, broken windows and/or lights and for all damage to the interior of the Vehicle.

(g) Notwithstanding the foregoing, if in the opinion of the Lessor the Hirer has been grossly negligent, the Hirer shall be liable for the full cost of the repair or retail value of the Vehicle.

(h) Compensation for the Lessor's loss of use of the Vehicle whilst being recovered at the termination of this rental or whilst being repaired consequent upon any collision or other damage suffered before the Vehicle was returned to the Lessors place of business.

(i) The Lessors costs incurred in the recovery of the Vehicle from Customs, Police

or other Government Dept including costs of seizure and storage and any costs incurred in the recovery of the Vehicle to the Lessors place of business and the loss of rental whilst the Vehicle was rendered unavailable for hire.

(j) The Lessor's costs incurred for replacing the difference in the amount of fuel which was contained in the vehicle at the commencement of rental. The fuel will be charged at £2.50 per litre so as to include the costs in time and manpower to refuel the Vehicle.

(k) Valeting charge - If the inside of the vehicle is returned in a condition which is deemed unacceptable. Examples would include but not restricted to excessive dog hair, signs of smoking, excessive dirt on fabrics, stained seats, spilt food or drink and vehicle neglect. Cost will be specified by the Lessor so as to include the costs in time and manpower to get the vehicle back to a hireable condition.

(l) Cancellation policy - All hires are subject to a £25 cancellation fee. If the hire is cancelled with less than 24 hours notice however then no refund will be made.

4. The Hirer shall at the request and cost of the Lessor do and concur in doing and permit to be done in his name or by his appointed agents all such acts and things as may be necessary or reasonably required by the Lessor for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from other parties in respect of any loss or damage to or in connection with the Vehicle during the period of time between the renting of the Vehicle or it's return by the Hirer to the Lessor and the lessor shall account to the Hirer for any sums recovered by the Lessor and due to the Hirer from such other parties under this clause after setting off any outstanding liability of the Hirer to the Lessor.
5. The Hirer must immediately inform the Lessor and in any event within 24 hours, excluding public holidays, 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 unroadworthy 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 such expenditure must be obtained from the Lessor prior to commencement of repair.
6. The Lessor shall not be liable for loss of or damage to any property left, stored or transport by the Hirer or any other property in or upon the Vehicle either before or after the return thereof to the Lessor. The Hirer hereby agrees to hold the Lessor

harmless from, and indemnify the Lessor against all claims based upon or arising out of such loss or damage.

7. The Hirer shall not sell or offer for sale, assign mortgage or pledge the Vehicle or the tools or equipment or any part or parts thereof or otherwise deal with the same in any manner inconsistent with the Lessors ownership. The Hirer will not allow any lien upon the Vehicle tools or equipment to come into existence, except to affect authorised repairs or emergency repairs subsequently authorised to Vehicle. The agreement shall determine forthwith if a receiving order is made against the Hirer (or being a company goes into liquidation, whether voluntarily or compulsory) or if the Hirer shall call a meeting of his creditors or if any distress or executions is levied against any of his goods, or if the Hirer shall not perform or observe all the stipulations herein contained on the part of the Hirer to be performed or observed, but such determination shall not affect any then existing rights of the Lessor's whether for damage or otherwise. In any such events the Hirer shall forthwith return the Vehicle to the Lessor, failing which the Lessor, it's servants and agents may without previous notice enter upon any premises upon or in which the Vehicle may be or may be believed to be situated and all costs and expenses incidental to recovery of the Vehicle incurred by the Lessor shall be repaid to the Lessor by the Hirer on demand.

8. The Hirer warrants that they participate as an insured under a motor vehicle policy, a copy of which is available for inspection by the Hirer at the head office of the Lessor. The Hirer agrees further to protect the interests of the Lessor and the Lessor's insurance company in case of accident during the term of this rental by:
 - (a) Making every endeavour to obtain names and addresses of the other parties involved and of any witnesses to the accident;
 - (b) Not admitting liability or guilt;
 - (c) Not abandoning the vehicle without adequate provisions for safe-guarding and securing same;
 - (d) Calling the nearest office of the Lessor by telephone even in case of slight damage
further giving detailed report including diagram to the Lessor.
 - (e) Notifying the police immediately if another party's guilt has to be ascertained or if people are injured.

9. The Lessor has maintained vehicle to at least "Manufacturers" recommended standards but shall not be liable for any consequences arising from any defects

or mechanical failure of the vehicle although precautions have been taken to prevent such happenings.

10. The additions to or alterations of the terms and conditions of this agreement shall be null and void unless agreed upon in writing by the parties.
11. In the event of roadside assistance being required, the Hirer shall pay the call out charge for the nominated recovery company, and any repairs needed if the following should apply:
 - (a) The wrong type of fuel has been put in the vehicle.
 - (b) The breakdown was due to battery failure arising as a result of the lights/radio.
12. All property left in the Vehicle will be retained for a period of 21 days prior to disposal.

Any property which appears to be either abandoned, of no obvious value, perishable, contaminated or considered a Health Risk will be disposed of immediately. The Hirer will be charged any costs incurred in the removal or disposal of such property or the costs incurred in cleaning as a consequence of such property being deposited in the vehicle.
13. For the purposes of the General Data Protections Regulation 2018, Phleet Ltd Vehicle Rentals or any subsidiary of Phleet Ltd Vehicle Rentals may hold and process by computer or otherwise the information given to Phleet Ltd Vehicle Rentals by the hirer or any Additional Driver in order to provide the requested services / hire.

Personal Information supplied may be disclosed to a third party for identity validation purposes, to assist with the provision of the requested services / hire, or subject to a valid request made under the GDPR. Further details on the information we collect from you, how it is processed, and who may be shared with, is detailed in our Privacy Policy available from our website www.PhleetLtdrentals.com/privacy

14. The Vehicle may be fitted with a forward facing camera, fitted at the request of the Lessor's insurance company to assist in accident investigation. The camera records a visual view out of the front windscreen of the vehicle and does not show the interior of the vehicle. The microphone on the camera will record sounds made inside the vehicle. Video and audio footage are recorded onto the

camera and overwritten unless saved by the camera in the event that the camera senses an impact. All recorded but unsaved footage will be deleted from the memory by a designated operative of the Lessor before any saved footage is viewed. The Hirer may disable the sound recording function on the forward facing camera using the switch on the passenger side of the camera. The forward facing camera must not be switched off by the Hirer in any circumstance. If the forward facing camera is switched off by the Hirer, this will be considered to be gross negligence on the Hirer's behalf and the Lessor reserves the right to retain the Hirer's deposit and the Hirer will be liable for any damage sustained to the vehicle as specified in Term 3(g).

15. The Vehicle has been fitted with a tracking device. Phleet Ltd Vehicle Rentals will only view the information recorded if the vehicle is not returned or made available for collection at the agreed time and place, is returned with damage, if the system highlights that the vehicle has been exceeding 75mph, or if the vehicle is involved in an accident the Lessor will use it to investigate the accident circumstances.
16. This agreement shall be governed and construed in accordance with the laws of England.
17. 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.