

# Britannia Lanes Self Drive Rental Agreement Terms & Conditions

## Definitions and Abbreviations

- The words “You” and “Your” refer to the person, Company or business shown at “Customer” on the front of this agreement or anyone signing this agreement as you.
- The words “Britannia Lanes” or “Britannia Lanes Self Drive” refers to Lanes Storage and Removals Ltd.
- The word “Vehicle” refers to the vehicle described on the contract, its keys, tools equipment parts and accessories.
- The abbreviation “CDW” refers to Collision Damage Waiver.

## 1. General Terms

- You agree to rent the Vehicle from Britannia Lanes in accordance with the terms and conditions printed here.
- This agreement shall be governed by the laws of England. In the event of any dispute between the parties, the dispute shall be referred to the decision of a single arbitrator agreed upon by the parties, or failing agreement appointed by the President for the time being of the Freight Transport Association pursuant to the Arbitration Act 1950 or any statutory modification of reenactment thereof for the time being in force.
- The following provisions shall survive termination of this agreement – Clauses 2 e); 5d); 6b); 7; 8; 9 and 16.
- Words importing the singular shall be construed as importing the plural and vice versa.
- You agree that this agreement will remain in force until such time as You receive written confirmation from Britannia Lanes that the Vehicle has been returned to Britannia Lanes.
- You acknowledge that the Vehicle is in good condition and agree to return it in the same condition (fair wear and tear excepted).
- You agree to return the Vehicle to the location shown at “Return Location” on the date and time shown at “Due in” or sooner if Britannia Lanes reasonably require it to be returned.
- You agree that if You are in breach of any of the terms and conditions of this agreement, You will indemnify Britannia Lanes against all losses, charges, claims and expenses (including legal fees) incurred by Britannia Lanes as a result. You agree that You are responsible for and will indemnify Britannia Lanes against all losses, charges, claims and expenses (including legal fees) incurred by Britannia Lanes as a result of the acts, errors or omissions of any person in circumstances where had they been committed by You, You would have been in breach of the terms and conditions of this agreement.
- You agree that if You are in breach of any of the terms and conditions of this agreement, that Britannia Lanes have the right to repossess the Vehicle at any time without notice and at Your expense.
- Britannia Lanes will not be liable for loss of or damage, howsoever caused, to any property left in or on the Vehicle during the period of rental or after the time of the Vehicle’s return or repossession.
- You agree that You or any person permitted to drive the Vehicle is not its servant, agent or employee.
- You agree that Britannia Lanes have made no warranty or representation with regard to the Vehicle other than it is its property (or that Britannia Lanes have the legal right to rent it to You) and is in good condition. You also agree that, to the extent that Britannia Lanes are legally entitled to do so, all conditions or warranties implied by statute, common law or otherwise are hereby excluded and that Britannia Lanes are not liable to You for delays, losses, liabilities sustained by You (including but not limited to replacement vehicle rental fees), accommodation or indirect or consequential loss (including loss of profits), howsoever caused during this agreement or at anytime thereafter.
- You understand that none of the terms and conditions printed here can be waived unless a written instruction detailing the waiver is prepared and signed by its Director of Rental or his duly authorised representative.
- You agree that You will not use fraud, deception or misrepresentation or make a false statement to obtain the Vehicle or in connection with the rental, use or operation of the Vehicle at any time during the continuance of the agreement or at any time thereafter.

## 2. General Conditions of Use

- You agree that You will look after the Vehicle carefully (including but not limited to taking all reasonable precautions so as to prevent/mitigate loss or damage) and will not:
  - violate or cause the violation of, any of the terms of this agreement.
  - knowingly, or unknowingly, abuse, overload or make improper use of the Vehicle (including but not limited to travelling over unsuitable roadways or unmettled surfaces.
  - use the Vehicle in connection with Your trade or profession, or for hire or reward if the Vehicle has a plated gross vehicle weight in excess of 3.5 tonnes unless You are in possession of a suitable Operators Licence in accordance with Section 60 of the Road Traffic Act 1968 or any statutory modifications for the time being in force or any other relevant legislation.
  - contravene, or cause the contravention of, the Drivers Hours regulations in accordance with EC Council Regulation 3821/85 or any statutory modification for the time being in force or any other relevant legislation for vehicles in excess of 3.5 tonnes gross vehicle weight.
  - violate or cause the violation of, any weight category covered by the Excise Licence paid for by Britannia Lanes.
  - use the Vehicle outside the UK mainland unless Britannia Lanes have authorised such use as shown at “Use Authorised To” on the front of this agreement, in which case use is limited to the following countries: Ireland, France, Belgium, Germany, Austria, Italy, Switzerland, Luxembourg, Spain, Andorra, Portugal, Denmark, Netherlands and Sweden.
  - make any modifications, or carry out any repairs, to the Vehicle without first obtaining its written permission.
- You agree that You will not use the Vehicle, or cause it to be used:
  - to carry passengers for hire or reward.
  - for unauthorised towing or pushing.
  - for any illegal purpose.
  - for racing, pacemaking, reliability trials, speed testing or driving tuition.

- recklessly or by anyone whose blood alcohol level is in excess of the limit permitted by law or is under the influence of any drug or other substance or while suffering from any infirmity or disease that may impair that person’s ability to react.
  - to carry a greater number of passengers and/or larger load than recommended by the manufacturer.
- You will report any loss of, theft of/from, or damage to, the Vehicle as soon as possible, but in any event not later than at the time of returning it to Britannia Lanes.

## 3. Charges

- You agree to pay for:
  - the time and distance charges at the rates shown on the front of this agreement.
  - any charges for refueling, CDW and any other standard or miscellaneous charges Britannia Lanes may apply to the rental.
  - all taxes, VAT, surcharges and additional charges, which may apply to the rental.
  - any fines, penalties, court costs or other expenses imposed on Britannia Lanes by law arising from the use of the Vehicle whilst on rental to You unless due to its negligence, but this shall not relieve You of the responsibility for Your own unlawful conduct.
- If the Vehicle is:
  - damaged You agree to pay continued rental charges until the date shown at “Due In” on the front of this agreement or, in the event that the CDW indemnity does not apply, until such time as the Vehicle is fully repaired and available for rental.
  - stolen You agree to pay continued rental charges until the date shown at “Due In” or 6 weeks after the date of theft whichever is the later or, in the event that the CDW indemnity does not apply, until such time as full reimbursement, in accordance with Clause 7 b) has been received by Britannia Lanes.
  - beyond economical repair You agree to pay continued rental charges until the date shown at “due In” or 7 days after the date of accident whichever is the later or, in the event that the CDW indemnity does not apply, until such time as full reimbursement, in accordance with Clause 7 b) has been received by Britannia Lanes.
- You accept that the charges are subject to change and agree to pay any increased charge providing that Britannia Lanes have given written notice of not less than 1 week.

## 4. Payment

You shall pay Britannia Lanes:

- all known charges on the date of this agreement and, subject to Clause 7, all other charges at the “Due In” date on the front of this agreement.
- a deposit that will be refunded, less any known/estimated additional costs/charges for which You are liable, subject to You have complied in full with the terms of this agreement.
- and permit Britannia Lanes to charge Your Credit, Debit or Charge Card for such charges due to Britannia Lanes from You pursuant to this agreement.
- any terms of this agreement.

## 5. Britannia Lanes Insurance

- If you accept Britannia Lanes Self Drive insurance, You and any other authorised driver will be covered against Third Party liabilities by a Third Party motor insurance policy (for this purpose an authorised driver is a servant or agent of Yours who is not prohibited from driving pursuant to this agreement). A copy of the policy is available for inspection at its Registered Office upon request. The policy excludes liability in certain circumstances including, but not limited to liability for loss of, or damage to, Your property, or property held in trust by You.
- The policy provides indemnity in respect of third party bodily injury or death and third party property damage liability limited to £2,000,000. You will indemnify Britannia Lanes against and hold Britannia Lanes harmless from all losses, charges, claims and expenses (including legal fees) incurred by Britannia Lanes in excess of these limits.
- You agree that You will not use the Vehicle, or cause it to be used:
  - by anyone who has within the preceding 3 years been:
    - convicted of any motoring offence and having more than 3 points applied to your licence
    - or involved in any accident
    - or refused insurance
    - or had special terms applied to any policy or driving licence unless details have been disclosed and accepted by Britannia Lanes and recorded at “Authorised Driver” on the front of this agreement.
  - by anyone who is under 25 or over 70 years of age unless details have been disclosed and accepted by Britannia Lanes and recorded at “Authorised Driver” on the front of this agreement.
  - by anyone who has not held the appropriate full driving licence for a minimum of 1 year prior to the start of this agreement.
- You agree to comply with and be bound by all the policy’s terms and conditions, which are to be regarded as fully incorporated into this agreement.
- In the event that You suffer, cause or are involved in, or are alleged to have caused or been involved in an accident/incident You will:
  - not make any admission of liability nor admit and abet any third party in pursuing a claim.
  - obtain, record and provide to Britannia Lanes in writing the names, addresses and telephone numbers of all parties and witnesses.
  - inform Britannia Lanes immediately.
  - complete Its Incident Report Form as comprehensively as possible, to include the details recorded pursuant to 6 e) ii) and deliver it to Britannia Lanes, at the premises shown at “Renting Location” on the front of the agreement, or to Its Registered Office within 48 hours of occurrence.
  - immediately deliver to Britannia Lanes, at the premises shown at “Renting Location” on the front of the agreement, or to Its Registered Office, every summons, writ, pleading or paper of any kind relating to any and all claims, suites and proceedings received by You.
  - co-operate fully with Britannia Lanes and its insurance company in all matters connected with the investigation, defence or prosecution of any claim or suit.

## 6. Vehicle Damage/Loss

- You agree that You are responsible for and will reimburse Britannia Lanes on demand for all losses of whatsoever kind or nature incurred by Britannia Lanes resulting from the loss of, damage to or theft of/from the Vehicle.
- Notwithstanding Clause 7 a) in the event that Britannia Lanes adjudge the Vehicle to be destroyed or damaged beyond economical repair, or if it is lost or stolen, You agree to reimburse Britannia Lanes on demand the Vehicle’s retail market value or its written down value, whichever is the greater, as at the date of such accident loss or theft.

## 7. Collision Damage Waiver

- If You accept CDW (as shown at “Collision Damage Waiver” on the agreement) Your liability per claim, pursuant to Clause 7, is limited to the amount shown on the front of the agreement as “Insurance Excess” provided that:
- if the Vehicle is used, operated or driven in violation of any of the provisions of this agreement You will be liable for all such loss or damage.
  - in the event of the Vehicle being damaged as a result of falling asleep at the wheel, operating a mobile phone or electronic device whilst driving, driving the wrong way on any road or carriageway, failing to clear trees, bridges or other overhead objects You will in all circumstances be fully liable.
  - in the event that damage is caused to the Vehicle’s tyres by punctures, cuts, bursts, as a result of being operated whilst under inflated or flat or as a result of the application of brakes, You will in all circumstances be fully liable.

## 8. Customer’s Own Insurance

- If You have opted to arrange Your own insurance (as shown at “Customer Insurance” on the front of the agreement) You agree:
- that such insurance cover will be comprehensive, note Britannia Lane’s interest as owner and will not be altered, cancelled or allowed to lapse without first obtaining Britannia Lane’s written approval.
  - to Provide Britannia Lanes with documentary evidence that such cover exists.
  - that the fact that the “Customer Insurance” section has been completed does not imply that Britannia Lanes accept that such insurance is sufficient to fully discharge your liabilities under this clause.

## 9. Breakdowns and Maintenance

- You agree to inform Britannia Lanes, by telephoning the breakdown number on the front of the agreement as soon as possible of any defect or damage to the Vehicle.
- You agree that You will observe its, or its agents, reasonable instructions with regard to the use of the Vehicle.
- You agree to carry out routine daily maintenance checks of oil and coolant levels, tyre pressures and condition.

## 10. With Driver Rentals

- If you instruct Britannia Lanes’ driver to do something that is illegal, unreasonable or relates to the unsuitable or inappropriate use of the Vehicle, Britannia Lanes’ driver has the right to refuse to carry out the instructions. However, if Britannia Lanes’ driver does carry out the instructions, You shall be responsible for all losses, damage or fines incurred by Britannia Lanes or its driver.
- Britannia Lanes intend only to supply drivers of a high standard of integrity and reliability, but can accept no liability of any kind whether in contract or tort for any loss or damage to property or for any other loss (including, without prejudice to the generality of the foregoing, loss of profits) directly or indirectly arising from any act or omission of any driver Britannia Lanes supply.
- If its driver is absent Britannia Lanes will make reasonable efforts to obtain a replacement. However, You acknowledge that Britannia Lanes will not accept liability for the absence of its driver for any reason.

## 11. Information

You agree that Britannia Lanes may use any information You have given to carry out market research. If You are in breach of the agreement Britannia Lanes may give details of such breach to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. Britannia Lanes may also give details of such breach to the British Vehicle Rental and Leasing Association (BVRLA), who may pass it to any of its members for any purpose stated in the Data Protection Act 1984.

## 12. Termination

- You acknowledge that by giving notice in writing Britannia Lanes may terminate this agreement immediately if You:
  - are in breach of any of the terms of this agreement
  - cause or permit its ownership or rights in the Vehicle to be prejudiced.
- In addition to its rights pursuant to Clause 12, if You are a company You acknowledge that by giving notice in writing Britannia Lanes may terminate this agreement immediately if You become insolvent, make any composition, enter into any deed or arrangement with Your creditors, go into liquidation whether voluntary or compulsory, have a receiver or administrative receiver appointed over all or any of Your assets, have an administration order levied against You or be deemed for the purposes of Section 124 of the Insolvency Act 1986 to be unable to pay Your debts.

## 13. Consequences of Termination

- If Britannia Lanes terminate all Your rights under this agreement You acknowledge that:
- the Vehicle is no longer in Your possession with Its consent.
  - You will return the Vehicle to Britannia Lanes on demand or Britannia Lanes or its agents, will be entitled to enter Your premises and take possession of it.
  - Britannia Lanes will recover from You in respect of the Vehicle all rentals and other fees and charges due and unpaid together with all reasonable costs (including legal fees) incurred by Britannia Lanes in the enforcement of its rights under this agreement or otherwise.