

Terms And Conditions

1. Your contract with us

All Customers - When you sign the form over the page you accept the conditions set out in this rental agreement.

Contract Hire Customers - This Rental Agreement will run alongside the terms and conditions as detailed in your Contract Hire Agreement.

Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask any member of staff at the place you rented the vehicle from.

2. Rental period

a) Non Credit Account Customers - You will have the vehicle for the rental period shown in this agreement. We may agree to extend this rental period but the rental period may never be more than 30 days. If you do not bring the vehicle back on time 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 as stated on this agreement. Vehicles, when returned, must be returned to us by 9.00am so as not to incur a charge for that particular day.

b) Credit account customers - If the vehicle is taken out on a contract hire agreement the length of hire will be as detailed on the contract hire agreement.

3. Your responsibilities

a) You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel, and you are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low branches.

b) You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.

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

d) You must let us know as soon as you become aware of a fault in the vehicle.

e) You must bring the vehicle back to the place agreed, during the opening hours displayed at that place. One of our staff must see the vehicle to check that it is in good condition. If we have agreed that you may return the vehicle outside business hours, you will remain responsible for the vehicle and its condition until it is re-inspected by a member of staff.

You will have to pay for repairs if:

g) The vehicle needs more than our standard valeting (cleaning).

h) You have damaged the inside or outside of the vehicle (refer to damage control sheet);

i) You have damaged mechanical components of the vehicle due to failure to maintain lubricant levels (oil/ water etc.) at recommended levels.

j) Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

4. 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:

a) The vehicle not matching our description of it;

b) The vehicle not being of the quality that you would be entitled to expect from a rental vehicle;

c) The vehicle not being fit to drive;

f) Us not having the legal right to rent out the vehicle

g) We are not 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 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).

5. Property

We shall not be liable for the loss or damage of any property left, stored or transported in or upon the vehicle

6. Conditions for using the vehicle

The vehicle must only be driven by you and any other driver named over the page, or by anyone else we authorise in writing. Anyone driving the vehicle must have a full valid driving licence.

You or any other authorised driver must not:

a) Use the vehicle for hire or reward;

b) Use the vehicle for any illegal purpose;

c) Use the vehicle for racing pacemaking, testing the vehicle's reliability and speed or teaching someone to drive;

d) Use the vehicle under the influence of alcohol or drugs;

e) Drive the vehicle outside Northern Ireland and the Republic of Ireland, unless we have given you written permission;

f) Overload the vehicle;

g) Use the vehicle for a purpose for which you need an operator's licence if you do not have one.

h) Exchange or change tyres without the permission of Star Rentals

7. Charges

We work out our charges using our current price list. As shown over the page, you will pay the following charges.

a) The rental and any other charges we work out according to this agreement.

b) Any charge for loss or damage resulting from you keeping to condition 3.

c) A refuelling service charge if you have used, and not replaced, more fuel than we supplied originally. The charge is based on the rates published at the place you rented the vehicle from. The vehicle is supplied with a quarter of a tank of fuel. If for any reason you return the vehicle with more than a quarter of a tank of fuel, we are not liable to refund any difference.

d) All fines and court costs for parking, traffic violations or other offences (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines 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 will arise when we deal with these matters.

e) The full cost of repairing the vehicle if it is damaged, if the vehicle is stolen, lost, destroyed beyond economic repair you will pay the replacement value of the vehicle certified by us.

f) A loss-of-income charge will be applied, 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. We will always do everything we can to make sure the vehicle is repaired or we get payment as soon as possible.

g) Any charges arising from Customs and Excise seizing the vehicles, together with a loss-of-income charge while we cannot rent out the vehicle, if and when we demand this payment.

h) Any published rates for delivering and collecting the vehicle.

i) 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 of Northern Bank time to time.

j) Value added tax and all other taxes on any of the charges listed above, as appropriate. You are responsible for all charges, even if you have asked someone else to be responsible for them.

k) Regarding tyres you will be charged for any damage, punctures or blow outs.

l) Failure to turn up for a pre-arranged appointment with NI Trucks workshops or any designated third party workshops will be charged for plus 20% administration fee.

m) Any windscreen damage you will be charged for a new replacement.

8. You own insurance

You must arrange your own insurance for the full duration of the rental as long as you can prove that this insurance is valid and have signed the confirmation over the page. We have to agree to the amount of cover you arrange, the type of policy and insurer you have chosen. We 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 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.

9. What to do if you have an accident

If you have an accident you must not admit responsibility, you should get the names and addresses of everyone involved, including witnesses. You should also:

a) Make the vehicle secure;

b) Tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and

c) Call our nearest office straight away.

You must then fill in our accident report form and send it to our address shown over the page.

10. Information

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation.

11. Ending the agreement

a) If you are a consumer we will end this agreement straight away 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 straight away if:

c) You go into liquidation;

d) You call a meeting of creditors;

e) We find out our goods have been taken away from you until you pay off your debts;

f) You do not meet any of the conditions of this agreement.

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

12. Governing law

This agreement is governed by the laws of the country in which it is signed. Any dispute may be settled in the courts of that country.