

# **STAR RENTALS TERMS AND CONDITIONS – RENTAL AGREEMENT**

## **1. DEFINITIONS**

In these Terms and Conditions (Terms):

**“Advance Rental Fee”** means the rental fees to be paid by you to us before or at the time of entering into the Hire Agreement.

**“Excess Mileage Fee”** means the charge levied by us on you for you exceeding the vehicle’s agreed mileage limit during the Hire Period as stated in the Hire Agreement.

**“Hire Agreement”** means the agreement entered into between you and us for the hire of the vehicle which is subject to the terms.

**“Hire Period”** means the period for which a vehicle is hired from us under the Hire Agreement.

**“Rental Fees”** means all rental fees to be paid by you to us for the hire of the vehicle except the Advance Rental Fee and the Excess Mileage Fee.

**“Total Loss”** means the vehicle has been declared a write-off by the Vehicle’s insurer and is damaged beyond reasonable economic repair.

**“Vehicle”** means a vehicle hired by you under the Hire Agreement including any replacement vehicle

## **2. HIRE OF VEHICLES**

We hire each vehicle to you for the Hire Period and at the rental rate(s) stated in the Hire Agreement,

## **3. HIRER’S OBLIGATIONS**

You shall:

Indemnify and keep us indemnified against all claims, liabilities, demands, costs (including legal costs), charges and expenses arising out of or in connection with the use, possession or control of the Vehicle and against all fines, penalties and fees arising in respect of any non-compliance with or in contravention of any traffic or other law or regulation.

Pay the Advance Rental Fee on or before signing the Hire Agreement and pay the Rental Fees and any Excess Mileage Fee in such amounts, in such instalments and in such times as stated in the Hire Agreement.

Pay all fines and court costs for parking, traffic 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 payment. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters.

Pay any charges arising from Custom and Excise seizing the Vehicle, together with loss-of-income charge while we cannot rent out the Vehicle, if and when we demand this payment

Use the vehicle only for the purpose of the business carried on by you, except that you may permit the Vehicle to be used by your employees for social, domestic and pleasure purposes and you should procure their adherence to the terms and conditions.

Not use or allow the Vehicle to be used for hire, driving tuition, pace-making, speed trials, or any sporting competitions.

Only permit the Vehicle to be driven by a person qualified to do so and whilst holding all necessary current licences and permits in respect of the Vehicle and themselves, such licence in respect of the driver to be full and not a provisional driving licence.

Not take the Vehicle outside Northern Ireland and the Republic of Ireland, without obtaining our prior written consent.

Not to overload the Vehicle or permit the Vehicle to be overloaded.

Not deface the paintwork, body and coachwork of the Vehicle without obtaining our prior written consent.

Not carry out any alteration or modification of the Vehicle nor alter (except by way of suitable replacement) any part or parts thereof (mechanical or otherwise), or any accessories without obtaining our prior written consent.

Not assign, transfer, mortgage or change the Vehicle or any of your rights under the Hire Agreement, or purport to do any of the same.

Not rehire or sub-let the Vehicle to any other person, whether or not in return for payment, and (without prejudice to the other provisions of the Terms you shall not part with possession or control of the Vehicle.

If you fail to make any payment due to us under the Hire Agreement by the due date for payment (due date), pay interest on the due amount at the rate of 4% per annum above the Bank of England’s base lending rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgement. You shall pay the interest together with the overdue amount.

Be entitled (as far as we are able to transfer the same) to the benefit of all conditions, warranties or other terms, express or implied, relating to the Vehicle given by the supplier or manufacturer of the Vehicle to us.

If the vehicle shall become liable under any statutory enactment to be altered or modified, forthwith make the Vehicle available for the required alterations or modifications.

Present the Vehicle at your cost and expense at such premises as shall be specified by us as often as shall be necessary to enable us to perform our obligations hereunder.

## **4. INSURANCE**

From the commencement of the Hire Period until such time as the Vehicle has been returned to and signed for by us or our agents, you shall keep the Vehicle insured for its full replacement value against all risks under a fully comprehensive motor insurance policy issued by underwriters approved by us, details of which shall be produced to us promptly on request.

You shall promptly notify the insurer of our beneficial interest in the Vehicle and shall instruct the insurer to notify us on the occurrence of any claim made by you in relation to the Vehicle under the policy and upon the lapsing of the policy.

In the event of the Vehicle being declared a Total Loss, you shall pay directly to us the insurance settlement sum plus any policy excess. The Hire Agreement is deemed to be terminated at the time such payment is received by us. Any insurance money shall be applied as follows:

- Making good any damage which has occurred or
- Replacing the Vehicle with another similar vehicle to which the terms of the Hire Agreement and the Terms shall apply or
- Compensating us for the full loss suffered by us, any surplus being paid to and any deficiency made up by you.
- Paid directly to us in the event of us electing to carry out the repair, restoration or replacement required.

You be liable to reinstate or repair at your expense, but subject to any insurance proceeds, any Vehicle which has not become a Total Loss and shall continue to pay rent and all other sums due to respect of such Vehicles during such reinstatement or repair.

You shall not do or allow anything that may make void any insurance policy affected under the above and punctually pay all premiums in respect thereof and produce receipts therefore to us on demand.

You shall keep the Vehicle in good repair and condition, fair wear and tear accepted, except where and to the extent that we are liable for repairs to the bodywork and paintwork carried out promptly by a repairer approved by your insurance company or by us.

## **5. SERVICE AND MAINTENANCE OF THE VEHICLE**

You shall:

Have all servicing and maintenance, repairs and replacements, as and when recommended by the manufacturer, carried out at our designated service provider. Ensure that the correct tyre pressure, engine oil level, battery fluid levels, screen wash levels, coolant levels, wheel nuts and automatic transmission oil level (where filled) are maintained and ensure nuts are torque to the manufacturer’s recommendations. Pay for all damage arising out of any failure to follow reasonable motoring practices, such as those in the Vehicle manufacturer’s handbook. Permit us to inspect the Vehicle and its mileage recorder at any time and for such purpose to have access to any premises where the Vehicle may be kept.

Pay all taxes and impositions in respect of the Vehicle and its letting hereunder, except only those for which we are liable, any taxes on or assessed by references to profits to us and any VAT which we are able to reclaim from HM Revenue and Customs.

Immediately notify us of any:

- Defect in the mechanical or bodily condition of the Vehicle rendering the same un-roadworthy or as a result of which the Vehicle does not comply with the statutory provisions.
- Accident in which the vehicle has been involved.
- Prosecution of you or the driver of the Vehicle in which the condition of the Vehicle or failure to comply with the statutory provisions affecting the Vehicle is in question or relating to any accident in which the Vehicle has been involved.
- (Goods Vehicles only) prohibition of the use for driving of the Vehicle under Section 57 of the Road Traffic Act 1972 or other relevant enactment of regulation.
- Matter of which we must be aware in order to perform our obligations under the Hire Agreement.
- Refusal of a test certificate or goods vehicle test certificate applied for by you and the reason for such refusal.
- Not to allow the Vehicle to continue in use when un-roadworthy or defective or while failing to comply with any statutory provision.
- Release the Vehicle for testing as required by the Road Traffic Act 1972 and ensure that at all times when a test certificate is in force in relation to the Vehicle.
- In the case of goods vehicles to which Section 45 of the Road Traffic Act 1972 and subordinate legislation apply, release the Vehicle to us for submission to the appropriate Goods Vehicle Testing Station before the date of expiry of its current Goods Vehicle Test Certificate and otherwise comply with the regulations for plating and testing goods vehicles for the time being in force and in no case allow the Vehicle to be used without such a certificate in force.

#### 6. LIMITATION OF LIABILITY

This clause 6, sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants and subcontractors to you in respect of any breach of these Terms and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Hire Agreement.

All warranties, conditions and other terms implied by statute of common law are, to the fullest extent permitted by law, excluded from these Terms.

Nothing in these Terms limits or excludes our liability for death or personal injury resulting from negligence or for any damage of liability incurred by you as a result of fraud or fraudulent misrepresentations by us.

Subject to the above, we shall not be liable for loss of profits, loss of business loss of goodwill or reputation, loss of anticipated savings, loss of contract or any other indirect or consequential loss.

Subject to the above clauses our total liability in contract, tort (including negligence), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the Hire Agreement shall be limited to the aggregate payments made by you during the Hire Period.

#### 7. OUR OBLIGATIONS

We shall at our own expense provide the Vehicle with licences under the Vehicle (Excise) Act 1971 ensuring that the vehicle has a valid road fund licence.

Without prejudice to the Hire Agreement, in the event of any repairs to the vehicle becoming necessary from time to time we may at our absolute discretion provide another vehicle of similar type which will be substituted for the Vehicle for the remainder of the Hire Period.

#### 8. TERMINATION

We may terminate the Hire Agreement without notice notwithstanding that we may have waived our rights on some previous occasion and we may (without affecting any other rights we may have) repossess the Vehicle in any of the following events:

- Any default by you in the payment of any monies due hereunder for a period of 7(seven) days

- Any breach by you of any of these Terms other than those relating to the payment of money, provided that in the case of a breach capable of remedy you shall have failed to remedy the same after 7(seven) days' notice in writing from us requiring you to do so.
- The levy against you of any distress or execution.
- If you enter into, or attempt to enter into any arrangement with creditors or if you go into liquidation, except a voluntary liquidation, for the purpose of amalgamation or reconstruction on terms approved in writing by us
- A receiver or administration being appointed, in respect of your assets, or any part thereof, or a meeting, whether formal or informal, being called by your creditors, or any of them.

Any expense incurred by us in repossessing the Vehicle on default of delivery by you shall be reimbursed by you to us.

You shall on the expiry or termination of the Hire Agreement deliver up the Vehicle in good and substantial repair and condition to us.

If at the expiry or termination of the Hire Agreement the Vehicle shall be delivered up by you in a condition not consistent with the performance of your obligations under the Hire Agreement, we shall be entitled, but without prejudice to any other right or remedy of us hereunder, to carry out repairs to reinstate the Vehicle's condition in accordance with the BVRLA fair wear and tear guidelines.

Notwithstanding any provision of the Hire Agreement (including, without limitation, the Hire Period), we may at any time terminate the Hire Agreement in its entirety on giving you 3 (three) months' notice.

If you terminate the Hire Agreement, you shall return the Vehicle in accordance with the BVRLA fair wear and tear guidelines to us, or our agent at such place as we may require and to pay to us:

- All the arrears of Rental fee's due at the date of such a termination, interest thereon in accordance with Section 3. The cost of all repairs required to be done to the Vehicle to put it in good condition, and all legal and other costs and expenses incurred by us in connection with the repossession of the vehicle.
- A sum equal to the Total Rent Fees for the Hire Period less the aggregate of the total Rental Fees paid during the Hire Period and the amount of arrears due (if any) and such discount as we may in our absolute discretion allow.

#### 9. GENERAL

These Terms and the Hire Agreement contain all the terms agreed between you and us and you have not relied on any representation or warranty by us except as expressly stated or referred to in these Terms or the Hire Agreement.

No variation of these terms shall be affected unless in writing and signed for by both parties.

These terms, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with the laws of the country in which it is signed.