



Terms

Terms and Conditions of Bank View Hire

Lessor hereby rents to Renter the vehicle described overleaf ("the vehicle") subject to all the terms and conditions contained herein; Renter acknowledges and it is agreed:

1. That Renter will return the vehicle, together with all tyres, tools, car documents, accessories and equipment, to the agreed return location specified overleaf on the date specified overleaf unless Renter requests and Owner agrees to an extension, or sooner upon demand of Lessor.
2. That Renter received the vehicle in good order and condition and is liable for cost of all fuel consumed during rental and the restoration to same good order and condition where lessor feels warranted.
3. That the vehicle shall not be operated:
 - To transport goods in violation of Customs regulations or in any other illegal manner;
 - To carry passengers or property for a consideration express or implied;
 - To propel or tow any vehicle or trailer without the consent of the Lessor;
 - In motor sport events (including racing, pace making, rallying, reliability trials and speed testing);
 - By any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by the Road Traffic Acts;
 - By any person other than:
 - The Renter or any person(s) nominated or employed by Renter who is approved by Lessor; is at least 25 years of age or older as stated on Lessor's tariff, is duly qualified and holds and has held a current valid full driving licence for at least three years; or
 - In the case of breakdown or accident, a motor vehicle repairer provided that he is duly qualified and licensed;
 - Outside of the United Kingdom without the written agreement of Lessor.
4. The Renter is personally liable to pay Lessor on demand:
 - A mileage charge computed at the rate specified overleaf for the mileage covered by the vehicle until the vehicle is returned (the number of miles over which the vehicle is operated shall be determined by reading the odometer installed by the manufacturer; if odometer fails the mileage charge shall be calculated from the road map distance of the journey travelled);
 - Time, damage waiver (if any) and miscellaneous charges at the rates specified overleaf;

- An additional fee if vehicle is left elsewhere than at the agreed return location without Lessor's written consent.
 - All fines and court costs for parking, traffic or other legal violations assessed against the vehicle, Renter, other driver or Lessor until the vehicle is returned, except where caused through fault of Lessor;
 - Lessor's cost, including reasonable legal fees, where permitted by law, incurred collecting payments due from Renter hereunder; and
 - Lessor's costs repair collision or upset damages to the vehicle, provided, however, if the vehicle is operated in accordance with all the terms hereof, Renter's liability for such damage with the exception of damage to the maximum referred to below caused to vehicles with a height in excess of six feet due to striking overhead or low structures which shall at all times remain at the liability of renter:
 - Shall not exceed the maximum damage liability as stated in the current rate folder, and
 - Shall not exceed the reduced damage liability if Renter has purchased in advance the damage waiver as evidenced by his signature in the space overleaf, except for any stated excess.
 - Value Added Tax and all other taxes (if any) payable on the aforesaid items.
5. The Renter shall not be liable for non-collision losses to the vehicle caused by perils normally protected against by a comprehensive accident damage insurance policy, except for the damage waiver excess stated overleaf.
6. That Renter and any authorised user, as described in Paragraph 3 above, participate as an insured under an automobile insurance policy, a copy of which is available for inspection by Renter at the headquarters office of Lessor. Renter is bound by and agrees to the terms and conditions thereof. **COVER FOR BODILY INJURY AND PROPERTY DAMAGE TO THE THIRD PARTIES AND PASSENGER LIABILITY IS UNLIMITED IN THE UNITED KINGDOM.** Renter agrees further to protect the interests of Lessor and its insurance company in case of accident by:
- Obtaining names and addresses of parties involved, and of witnesses;
 - Not admitting liability or guilt or giving money to any persons involved;
 - Not abandoning the vehicle without adequate provision for safeguarding and securing same;
 - Calling Bank View Hire within 24 hours by telephone (transfer charge) even in case of slight damage; further completing Lessor's accident report, including diagram as required on return of vehicle and;
 - Notifying the police immediately if another party's guilt has to be ascertained, or if any person is injured.
7. **OWN INSURANCE**
- Where Renter provides his own insurance as indicated by his signature in space overleaf the following provisions shall apply in lieu of paragraph 5 and 6 hereof; Renter shall:
- Insure the vehicle (including any additional or replacement vehicle) which may be provided under this Agreement on a comprehensive basis with a first class insurance company approved by Lessor in the full replacement value thereof to Lessor;
 - Maintain such insurance cover throughout the duration of rental and any extension thereof and ensure that Lessor's name is endorsed on the policy as the owner of the vehicle;

- Comply with the terms and conditions of the insurance policy and pay to Lessor any excess in the event of a claim;
 - In the event of the insurers withholding or refusing indemnity, indemnity Lessor in respect of any loss or damage to the vehicle and all claims from third parties which may arise;
 - If any claim is made against the insurers, allow Lessor to conduct any negotiations and effect any settlement with insurers and agree to abide by any settlement or arrangement with the insurers by Lessor. Any monies payable by the insurers shall be paid to Lessor or as Lessor shall direct.
 - Be liable to compensate for any loss of use claim or other damage suffered by the Lessor.
8. The vehicle you are renting may be fitted with a tracking device and the information recorded may be used by the Lessor or passed to the authorities upon their request.
 9. Should Renter purchase the personal accident insurance policy arranged by Lessor with its insurance company by signing box overleaf, he shall obtain cover under terms of the policy described in the brochure obtainable from rental office.
 10. That Renter hereby releases and indemnifies Lessor from and against any liability for loss or for damage to any property (including costs relating thereto) left, stored or transported by Renter or any other person in or upon the vehicle before or after return of the vehicle to Lessor.
 11. That Lessor whilst taking all precautions and using its best efforts to prevent such happening shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the vehicle of any consequential loss or damage. Renter shall always lock the vehicle when not in use.
 12. In the event of any breach by Renter of any of the terms and conditions hereof Lessor may without notice repossess the vehicle and for such purpose may enter upon premises where the vehicle may be and remove the same and Renter shall be responsible for and indemnify Lessor against all actions, claims, costs and damages consequent upon or arising from such repossession and removal.
 13. If by virtue of the billing instructions as completed overleaf it is Renter's intention to pay by credit card or charge card, then Renter's signature overleaf constitutes authority for Lessor to compute and debit the final total charges against Renter's account with the specified card issuing organisation. The rate of exchange used on any currency conversion shall be conclusively determined by Lessor.
 14. Any addition or alteration to these terms and conditions shall be null and void unless agreed upon in writing by the parties.
 15. The Renter agrees that the data shown overleaf may be stored, processed and transmitted electronically by Lessor.
 16. That this agreement be governed by and construed in accordance with the laws of England.
 17. Renter shall be liable as owner under the Road Traffic Act 1984 in respect of:
 - Any of the following offences which may be committed with respect to that vehicle when it is stationary and when a fixed penalty notice is issued being on a road during the hours of darkness without lights or reflectors required by law; waiting or being left or parked, or being loaded or unloaded, in a road; being used or kept on a public road without the vehicle licence being exhibited on the vehicle in the prescribed manner; and the non-payment of the charge made at a street parking place; and

- Any excess charges which may be incurred in pursuance of an order under sections 35 and 36 of the Road Traffic Regulation Act 1967 (provision on highways of parking places where charges are made).
18. Should Renter leave property or motor vehicle on premises whether it be his property or motor vehicle or under his custody or control this property or motor vehicle will be left or parked at the Renter's Risk.

DATA PROTECTION:

By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement. We will use your information to analyse statistics, for market research, credit control and to protect our assets.

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 Leasing Association (BVRLA). They may share your personal information with its members to prevent crime and protect its assets, as allowed under the Data Protection Act 1998.