

# Lime Vehicle Hire - Terms and Conditions of Rental

Please read these terms and conditions carefully. The Rental Agreement together with these terms and conditions will form the contract between you and us. The Rental Agreement and terms and conditions are together referred to below as "the Agreement"

## 1. The Agreement

**1.1** The Agreement is between you, the person renting a vehicle, and us, Lime Vehicle Hire (Lime Leasing Ltd) ("us" or "we") and sets out the terms upon which you have agreed to rent one or more vehicles (the "vehicle") from us. Details of each vehicle rented will usually be set out on the Rental Agreement, but the Agreement will apply to all vehicles you rent from us, whether or not specifically set out in the Rental Agreement.

**1.2** If you are natural person representing a business, company or organisation ("Organisation") you confirm to us that you have the authority to rent a vehicle on behalf of that Organisation. You agree for yourself and on behalf of the Organisation that both you and the Organisation will be fully liable for all of the obligations in the Agreement. This means that you must accept that you will in all circumstances be personally liable for the obligations in the Agreement.

**1.3** These terms and conditions will apply to any rental of a vehicle from us. The terms will continue to apply once the rental has been completed or the Agreement has been terminated.

**1.4** If you book vehicle rentals with us on a regular basis then please note that these terms and conditions may be amended or varied from time to time. If we do amend or vary the terms and conditions, then the amended or varied terms will be attached to your Rental Agreement. Please note that you will be deemed to have accepted the terms attached to the Rental Agreement you sign. We therefore recommend that you read the terms carefully on each occasion that you rent a vehicle from us.

## 2. Rental Period

**2.1** The initial term of the rental during which you will be entitled to use the vehicle (the "rental period") will be set out in the Rental Agreement. No booking will be accepted for any rental period in excess of 28 days without our express agreement.

**2.2** You may extend a rental period with us by agreement (and we will confirm this with you once we have agreed to an extension). We reserve the right to refuse any extension for any reason and we may require an additional payment (on top of our standard charges) to extend a rental period to more than 30 days from the original start date, we may also require that supplemental or additional insurance is obtained.

**2.3** If we have agreed long term hire in excess of 28 days then you may be required to obtain your own fully comprehensive insurance for the vehicle in question and we may require evidence of such cover which will be subject to our approval.

**2.4** If the contract is re-written for administrative purposes you will be held to original rental contract.

## 3. Price and Payment

**3.1** All rental charges set out in the Rental Agreement are payable to us in full in advance unless we have agreed to credit terms (which will only be available for trade customers at our sole discretion and subject to such terms as we may specify).

**3.2** You will be liable to pay all of our costs, charges and expenses including:

- a) any and all rental charges for use of the vehicle as set out in the Rental Agreement or otherwise specified by us;
- b) any charges for fuel which we need to replace if you return a vehicle with less fuel than on commencement of the rental. Our fuel price will be available on request;
- c) any charges payable for supplemental or additional insurance (if available, and if agreed);
- d) if we have set a mileage limit, a per mile charge for any excess mileage;
- e) fees payable in respect of permission to take the vehicle overseas;
- f) all parking and driving fines and costs as outlined below;
- g) cleaning costs, if we need to arrange for the vehicle to be cleaned once you return it to us;
- h) a daily rental amount charge if we are unable to rent the vehicle at the end of a rental period due to the vehicle needing to be repaired or having been stolen (up to a maximum of 28 days);
- i) all costs of repairing or replacing the vehicle if the vehicle is damaged, lost or stolen (even if the damage, loss or theft is not your fault) save to the extent that this is covered by the insurance policy explained below;

**3.3** Even in the event that any loss, damage or theft is covered by insurance, you will be liable to pay the first £1,000 of any costs or damages in full (even if the loss, damage or theft is not your fault) - you agree that this is reasonable given that this amount represents our insurance excess.

**3.4** Interest will be due on any late payment at a rate of 5% above the base rate from time to time of HSBC Bank plc.

**3.5** Unless otherwise advised, all of our prices are exclusive of VAT.

**3.6** If you are a business and we accept credit terms for payment of rental charges then please note that we reserve the right to withdraw credit at any time for any reason and to demand payment in full immediately even in relation to rentals which are in progress. If our standard credit terms apply we will invoice on the last day of the month and the invoice will be payable in full within 7 days. We reserve the right to cancel the rental immediately and take possession of the vehicle if you fail to make payment when due.

## 4. Security Deposit

**4.1** We will take a security deposit ("deposit") from you on or before commencement of the rental period either by preauthorising or deducting a sum from a credit or debit card. We reserve the right to refuse any booking if we are unable to collect a security deposit. We reserve the right to change the amount of the required security deposit at any time up to the commencement of the booking.

**4.2** We reserve the right at any time to deduct any sums that are outstanding to us from the deposit. We will return the deposit to you [at the end of your Rental Period] less any sums that we reasonably believe are owing to us.

**4.3** The amount we deduct (if any) will be equal to a reasonable estimate of the cost of repair, damage, fuel or other charges. If we reasonably believe that the total cost will exceed the amount of the deposit then we have the right to withhold the entire deposit until the final amount is determined.

**4.4** If the amount we have withheld exceeds our original estimate of the costs and damages for which you are liable then we will refund the balance to you as soon as the costs and damages for which you are liable are ascertained.

**4.5** Please note that you will be liable to us for any amounts you owe which exceed the deposit and the deposit is not a cap or limit on your liability.

## **5. Restrictions and Conditions**

**5.1** You agree at all times to comply with the restrictions and obligations set out below which relate to your use of the vehicle.

**5.2** You agree that the vehicle will at all times be in your sole possession and will be at all times adequately protected, secured and parked legally. Please note that if you negligently or deliberately fail to secure the vehicle then you will be liable for all losses that arise unless covered by insurance;

**5.3** You agree that you will not use the vehicle at any time:

- i. for hire or reward;
- ii. for the carriage of any passengers or goods for hire or reward;
- iii. for any unlawful purpose or the contravention of any act, order or regulation relating to the vehicle or its use;
- iv. to propel or tow any other vehicle or trailer;
- v. for racing, pacemaking, reliability trials, speed testing or driving tuition; vi. to carry a greater number of passengers or more baggage than recommended by the manufacturer (please refer to users manual or contact our office if you are in any doubt about the maximum number of passengers and baggage recommended)
- vii. to carry any passengers, goods or baggage which exceed the maximum payload or individual axle plate weight maximum threshold for the vehicle (please refer to users manual or contact our office if you are in any doubt about the maximum payload or individual axle plate weight).

**5.4** The vehicle may not at any time be driven by any person other than you, the hirer, or someone nominated by you as a driver and approved by us and referred to on the Rental Agreement.

**5.5** No person whatsoever may drive the vehicle if;

- i. They have been disqualified from driving for any reason within the last 5 years;
- ii. They have had 6 or more endorsement points placed on their driving licence in the last 5 years;
- iii. They have been convicted within the last five years for any of the following driving offences:
  - a) failing to stop and report an accident (offence code "AC" on driving licence);
  - b) careless driving (more than once) (offence code "CD" on driving licence);
  - c) dangerous or reckless driving (offence code "DD" on driving licence);
  - d) drink or drugs (offence code "DR" on driving licence);
  - e) driving without insurance (offence code "IN" on driving licence);
- iv. They do not hold a valid current driving licence for the vehicle in question (including where necessary or appropriate an HGV driving licence).
- v. They are under 23 years of age or over 70 years of age.

**5.6** The vehicle may not be used in any manner which may render the applicable insurance policy void.

**5.7** The vehicle may not be used outside England, Scotland or Wales without our express written consent (and an additional charge may be required for such consent). Please note that in order to take the vehicle out of the European Union, Switzerland, Norway, Iceland and Croatia additional insurance will be required and arranged by us and this will be subject to a separate and additional premium payable by you to us.

**5.8** You may not carry out any repairs to a vehicle without our express prior consent.

## **6. Your Responsibilities and Liability**

**6.1** You must take good care of the vehicle while it is in your possession and you are responsible for it. Please note that you will be liable for any damage or theft arising while the vehicle is in your possession or control unless the damage or theft is covered by an applicable insurance policy (and in any event you will be liable for the insurance excess).

**6.2** You must ensure that all oil and water levels and tyre pressures adequately and properly maintained during the rental period.

**6.3** You must ensure that the vehicle is locked and secure at all times and if any security device is fitted to or supplied with the vehicle then you must use it correctly.

**6.4** You agree to return the vehicle to the same location you collected it from during the normal office hours of Lime Vehicle Hire. Once the vehicle is returned we will check the condition.

**6.5** If you are negligent then the insurance is not likely to cover any losses that arise. This means that if loss arises due to your negligence (for example if the vehicle is stolen after you leave the vehicle unlocked or you leave the vehicle unattended with the ignition key in the vehicle) then you will have to personally cover all of these losses.

**6.6** You must ensure that you use the correct fuel for the vehicle and you will be liable for any damage caused by using the incorrect fuel.

**6.7** You will be liable for any damage which arises if you collide with any overhead or overhanging objects and you are also responsible for collisions with low level objects.

**6.8** You must notify us immediately if any defect, service requirement or damage becomes apparent.

**6.9** You will be responsible for any maintenance, service and repair charges including recovery during a rental period if these charges arise due to your negligence. We reserve the right to levy these charges at any time once it is established to our reasonable satisfaction that problems arise due to your negligence.

**6.10** If we have agreed a long-term hire of more than 30 days then you are responsible for ensuring that the vehicle is properly maintained. It is your responsibility to ensure that daily checks are undertaken of levels, tyres and lights.

## **7. Penalty Charge Notices etc**

**7.1** You will be responsible for all penalty charges, toll fees, congestion charges or other charges which may be levied on the driver of a vehicle but sent to us as the owner of the vehicle. An administration fee will be made in relation to each charge which we receive which is your responsibility and you will be liable for the administration fee as well as the amount of any fine or charge payable.

## **8. Our Responsibilities and Liability**

**8.1** We agree that the vehicle you have hired

- a) will broadly match its description and specification or the description and specification agreed with you (but we cannot guarantee given makes or models of vehicles);
- b) will be of reasonable quality;
- c) will be fit to drive; and
- d) that we will have the legal right to rent it to you all other express or implied warranties are excluded to the extent permitted by law.

**8.2** Please note that we will be liable for any death or personal injury which arises due to our negligence or negligent breach of this contract.

**8.3** We will not under any circumstances be liable to you for indirect or consequential losses such as lost profit, lost bargain, lost damages or loss of anticipated savings.

**8.4** If you are a business our liability to you will be limited to the fees, charges and costs paid to us under this Agreement (except if the liability is subject to clause 8.2 in which case we will be liable in full).

## **9. Insurance and Accidents**

**9.1** Unless you elect to provide your own insurance (which may only be with our prior written consent) the vehicle will be during the rental period covered by our insurance policy. For rentals in excess of 28 days you will be required to obtain your own insurance.

**9.2** You will not be liable to us for any loss, damage or theft if, and only if, the loss, damage or theft is covered by the insurance policy and actually recovered by us (and we agree to use reasonable endeavours to claim under our insurance policy). However, please note that you will be liable for the insurance policy excess of £1000 and you will also be liable to the extent that an insurance exclusion or a limitation applies.

**9.3** A copy of the insurance policy and a summary of its terms, exclusions and limitations is available on request and a summary of cover is on display in our office.

**9.4** Various other exclusions apply.

**9.5** Vehicle will remain on hire for damage, loss of use or stolen until settled, This also applies to COI insurance.

## **10. In the Event of an Accident**

**10.1** In the event of an accident you:

- i. Must report the accident immediately to us;
- ii. Must obtain the names and addresses plus images and vehicle details of all parties involved;
- iii. Must obtain the names and addresses of witnesses;
- iv. Must not admit liability or guilt; v. Must notify police immediately if another party's guilt has been ascertained or if people are injured; vi. Must not abandon or leave the vehicle without ensuring adequate provision for safeguarding and securing it;
- vii. Must provide us with a detailed written report including a diagram. Failure to take any of these steps may result in any insurance cover being rendered invalid or subject to an exclusion and you might therefore be liable for any damage.

**10.2** In the event of an accident you must immediately pay the insurance excess as stated on the rental agreement, whether or not the accident was your fault.

## **11. Termination**

**11.1** We may terminate this agreement immediately if we reasonably believe that:

- i. you are or may become insolvent; OR
- ii. you will not be able to pay your debts as they fall due; OR
- iii. you have committed a serious breach of this agreement (or a series of minor breaches which together amount to a serious breach).

**11.2** In the event of termination under clause

**11.3** we will notify you immediately and you will be required to return the vehicle to us. If you fail to return the vehicle to us then we reserve the right to repossess the vehicle.

## **12. Referrals and Subcontracting**

**12.1** If you have been referred to us by another vehicle rental business then please note that these terms will apply to your rental and not the terms of that other business.

**12.2** You agree that we may transfer your booking for a vehicle rental to a third party for any reason provided that the third party we refer you to can offer you a broadly similar vehicle during the agreed rental period and is not located more than 5 miles from our office. You agree and accept that our responsibility for the booking will cease once we have referred you to another business. Your agreement for the rental of a vehicle will be with the other business and not with us.

## **13. Data Protection**

**13.1** You agree that we may pass information about you to companies in our group and our partners who may assist us in discharging our obligations. This information will include contact details and information about work undertaken for you. We may also pass payment details to our payment processors.

**13.2** Please note that our vehicles may include a GPS tracking device which we may monitor from time to time to ensure that the terms of this Agreement are complied with. In the event of theft of the vehicle then data from the GPS tracking device both leading up to and following the theft may be used by us, our insurers and law enforcement agencies.

**13.3** We may also use your information for our own marketing purposes.

**13.4** This does not affect your statutory rights under the Data Protection Act 1984 and 1998. Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us.

**13.5** This is subject to the proviso that we may disclose your data if we sell our business (provided that such buyer agrees to comply with the terms of the Data Protection Act).

**13.6** Please note that we will use your personal details to search credit reference agencies and we will send data to our search partners for the purpose of verifying your identity, credit score or other information and to protect against fraud, multiple claims and bogus hirers.

**13.7** By entering into this rental agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may 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 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.

**13.8** We may also disclose your data to certain permitted third parties, such as your solicitors, members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

**13.9** When you use any satellite navigation or infotainment system in this vehicle, you are responsible for any information that is stored in the systems as a result of your use. We cannot guarantee the privacy of confidentiality of such information, and you must wipe it before you return the vehicle to us. If you do not do this, the next users of the vehicle will be able to access this information.

#### **14. Other Miscellaneous Terms**

**14.1** You agree that you have the power to enter into this agreement.

**14.2** We will not be liable to you or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control such as severe weather, a natural disaster, strikes, governmental action, terrorism, war and civil unrest.

**14.3** The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.

**14.4** These conditions are governed by the laws of England and Wales. You agree, as we do, to submit to the exclusive jurisdiction of the English courts.

**14.5** If you breach these terms and conditions and we decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach

**14.6** Any notice under this Agreement (with the exception of a notice of termination served by you or a rejection of a booking) may be served by letter, fax, email or, by directly entering information into a specially designed area of our website. A notice of termination may be served by you either by registered post to our registered office (details available on our website) or by email. A notice of termination which is sent to us by email shall not be effective until it has been acknowledged by us (and any 'out of office' or autoreply shall not amount to an acknowledgement for the purposes of this clause). A rejection of a booking may only be made by text or email to the number and email address specified in the notice of booking.

#### **15. Parties and Commencement**

This Agreement is made between the Owner named overleaf ("us", "we", or "owner" which expression shall include its successors and assigns from time to time), and the Hirer named as such overleaf ("the Hirer" or "you" the person hiring the vehicle). It is made and comes into effect on the date on which the Owner signs this Agreement. If more than one person is the Hirer or the Hirer is a partnership then the liability of each such person or of the partners will be joint and several. Notice given to one such person or partner by the Owner will be deemed to be good notice to all.

#### **16. Deliveries**

The purchase orders we place on the Company are divisible. Each delivery made there under:

- i. Shall be deemed to arise from a separate contract, and
- ii. Shall be invoiced separately and any invoice for a delivery shall be payable in full accordance with the terms of the payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any other contract.