

APM UK LTD

RENTAL AGREEMENT

AIDAN MURRAY

APM UK LTD WOODLEND AVE, SPEKE, L24 9NB

**APM UK LTD RENTAL AGREEMENT**

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| --- | --- | --- | --- | --- | --- | --- |
| **HIRER** | | | | | **DETAILS OF HIRERS INSURANCE** | |
|  | | | | | **NAME OF COMPANY** |  |
| **BRANCH/BROKER** |  |
| **POLICY EXCESS** |  |
| **COVER NOTE/No.** |  |
| **EXPIRY DATE** |  |
| **SIGNATURE** |  |
|  | |
| **TELEPHONE** | | |  | | **DETAILS OF HIRERS OPERATORS LICENCE** | |
| **ORDER NUMBER** | | |  | | **LICENCE NUMBER** |  |
|  | | | | |  | |
| **VEHICLE** | | |  | | **ANY SHORTFALL IN FUEL IS TO BE CHARGED AT 15% above the average UK forecourt price at time of vehicle return** | |
| **REGISTRATION** | | |  | |
|  | **DATE** | | **MILES/KMS** | |
| **OUT** |  | |  | | **ANY SHORTFALL IN ADBLUE IS TO BE CHARGED AT 15% above the average UK forecourt price at time of vehicle return** | |
| **EST RETURN** |  | |  | |
| **ACTUAL RETURN** |  | |  | |
| **MILEAGE/KM ALLOWANCE** | | |  | | **A FULL TO FULL POLICY IS IN PLACE FOR FUEL AND ADBLUE** | |
| **EXCESS MILEAGE/KMS** | | |  | |
|  | | | | |
|  | **DATE** | | **HOURS OUT** | **HOURS IN** | **THIS VEHICLE IS SUBJECT TO A FURTHER INSPECTION ON RETURN TO APM UK LTD, WHERE DAMAGE THAT HAD NOT BEEN NOTED ON COLLECTION MAY BE IDENTIFIED** | |
| **JETTING PUMP** |  | |  |  |
| **VACUUM PUMP** |  | |  |  |
| **HOUR ALLOWANCE** | | |  |  |
| **EXCESS HOURS** | | |  |  |
|  | | | | |
| **DETAILS OF CHARGES** | | | | | **IMPORTANT**  **By signing this form, you are confirming your agreement to the terms and conditions set out above and on the other side of the form. Before signing therefore, you should read those terms and conditions carefully**  **Hirer’s Signature**  **Date** | |
| **DESCRIPTION** | **RATE** | **PER** | **QTY** | **CHARGE** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **SUBTOTAL** | | | |  |
| **VAT** | | | |  |
| **TOTAL CHARGE to be paid every 4 weeks** | | | |  |

N.B. Reference in these terms and conditions to **“this agreement”** means the contract between APM UK LTD (APM UK Ltd within this agreement will be referred to as “The Company“) and the Hirer, compromising the Company’s **“Rental Agreement”** and these terms and conditions.

**The Vehicle**

1. The vehicle will at all times remain the property of the Company and the Hirer will not (and will ensure that drivers will not) do anything whereby the rights of the Company in respect to the vehicle are or may be prejudicially affected. The Hirer will be liable (as if it were the owner of the vehicle) in respect of all fines, penalties, and liabilities imposed or arising in respect of any non-compliance or contraventions of any transport, traffic or other law or regulation (other than resulting from the negligence or default of the company). Payments made to the authorities on your behalf and or a transfer of the liability to you the hirer (customer) will incur and administrations fee(s) of £25.00 per notification.
2. If the vehicle is lost, stolen or damaged beyond economic repair and the Hirer is required under these terms and conditions to compensate the Company for the replacement costs of the vehicle (see clause 4. Below), then where the hirer is not an individual and /or enters into this Agreement in the course of his or her business or profession, the replacement value of the vehicle for these purposes will be higher of the depreciated value of the vehicle as reflected in the Company’s books and the vehicle market value.

**Use of the Vehicle by the Hirer**

1. The Hirer will:
2. Ensure that the vehicle is kept under his / her own control and in his / her possession. No sub leasing of the vehicle is permitted.
3. Ensure that the vehicle is operated properly and safely and in accordance with the terms of this Agreement by permitted drivers only who at all times hold valid and current driving licences in the appropriate classes.
4. Ensure that the body of the vehicle is operated solely by staff that have been trained / received certification by the Company’s or the body manufacturer’s trainer.
5. Not use or permit the vehicle to be used or operated in any way contrary to law or to this Agreement.
6. Not take or allow the vehicle to be taken outside of Scotland, England or Wales without receiving the prior written authority of the Company and obtaining Comprehensive Green Card and Continental Insurance.
7. The Hirer will be liable for all claims, liabilities, losses (including any loss of rental which the Company may sustain whilst the vehicle is undergoing repairs or awaiting replacement) and reasonable and expenses which may be brought against or incurred by the Company as a result of the Hirer’s negligence, improper use of the vehicle or default under this Agreement or as a result of any other event which causes the loss of or the damage to the vehicle including any accident, fire, flood, theft or third party damage or claims (other than any such event resulting for the negligence or default of the Company). Where the Hirer is an individual not acting in his or her business or profession, liability for loss or rental income will be limited to 30 days. In all other cases, the liability for loss of rental income is unlimited. This clause does not affect the Company’s duty to mitigate its losses.

**Duration of Hire**

1. The period of hire, to which this Agreement is subject cannot be terminated early and is a 90 day rolling contract.

**Reporting of Accidents**

1. Any accident involving damage to the vehicle, or any third party must be reported to the Company as soon as is reasonably possible.

**Insurance**

1. The Hirer must provide proof of fully comprehensive insurance of the vehicle (provide proof to the Company) for the full duration of the period of Hire. The interest of the Company should be noted on the insurance policy, as the owner of the vehicle.

**Mechanical Breakdown, Tyres and Maintenance**

1. The Hirer will be responsible at his own cost for the daily routine maintenance of the vehicle, including (but not limited to) regularly checking and adjusting as necessary the oil and water levels.

Please note that any repairs to the vehicle must be authorised by the Company before any work is carried out, and all repairs and inspection work will be carried out by the Company’s appointed agents.

1. The Company is responsible for the cost of planned maintenance, 6 weekly checks, the MOT fee and the Repair and Maintenance of the chassis as detailed in the repair and maintenance contract between the company and the appointed repair and maintenance agent.
2. The Hirer is responsible for the cost of all repairs due to damage, misuse and abuse and Tyres.
3. The Hirer is responsible for the cost of all Bulbs, lights, and all fluid (including oil) tops ups between service.
4. The Hirer is responsible to ensure all oils and fluids are topped up and at the correct levels.
5. The Hirer is responsible to ensure the truck is in a road worthy condition and that it attends its 6 weekly Operators Licence Inspections and its MOT appointments.
6. Tyres. No spare wheel or tools are carried with the vehicle, and all tyre replacements are at the cost of the Hirer.

**Reporting of Faults**

1. The Hirer must let the Company know as soon as the Hirer becomes aware of a fault which might impair the safe and / or proper functioning of the vehicle.

**Exclusion of Liability**

1. The Company is not liable for any claim, liability, loss or expense in respect of any anticipated profits, revenues, anticipated savings, goodwill or business opportunities of the Hirer.

**Termination**

1. The Company may terminate this Agreement immediately if the Hirer:
2. Is in breach of any of its terms.
3. Fails to make payments when due under this or any other agreement with the Company.
4. Is declared bankrupt or, if a body corporate, becomes insolvent, enters into liquidation or administration, or suffers any other event which causes the Company to believe that the Hirer may be unable to pay its debts in full when due and / or carry on its business.
5. On termination or expiry of this Agreement the Hirer shall immediately return the vehicle in good condition to the Company. If this is not done the Company shall have the right to repossess the vehicle and peacefully enter onto the Hirer’s (or any drivers) premises solely for this purpose. The Hirer shall be responsible to pay on demand all reasonable costs and expenses incurred by the Company in recovering or repossessing the vehicle.
6. Before returning the vehicle to the Company, the Hirer must ensure that all waste has been removed and the vehicle has been fully cleaned out. Failure to do so will result in the vehicle being kept on hire until this is completed.
7. On return of the vehicle to the Company it will be subject to a full workshop inspection, and it will remain on hire until a purchased order number is received to cover the costs of any rectification work deemed necessary.

**Purchase Orders**

1. Before the vehicle is supplied, the Hirer will provide the Company a purchase order number to cover the full term of the proposed agreement.

**Customer Name and Position in Block Letters**

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**Customer Signature**

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**Dated:**