

1. In this Agreement the following terms shall have the meanings hereby respectively assigned them.

<b>Hirer:</b>	The person name as such overleaf.
<b>Driver:</b>	The hirer and/or other person named as such overleaf or any other person specifically approved by the Lessor to drive the vehicle during the duration of this Agreement.
<b>Vehicle:</b>	The original vehicle described overleaf or any replacement vehicle.
<b>Accessories:</b>	The spare wheel, tools and other items with which the vehicle is supplied and any replacements thereof.
<b>Rental Period:</b>	The period from the date and time out stated overleaf until the re-delivery of the vehicle into the physical custody of the Lessor.
<b>Rental Charges:</b>	The hire charges for the rental period calculated in accordance with the Lessor's current tariff.
<b>Refuelling Charge:</b>	A surcharge which is added to the cost of the amount of 'Top-Up' fuel needed when the vehicle is returned to the Lessor. Calculated in accordance with Lessor's current tariff

<b>Excess Amount:</b>	The sum specified overleaf as the excess amount.
<b>Excess Waiver Fee:</b>	A fee calculated in accordance with the Lessor's current tariff which limits the Hirer's liability to pay the excess amount to the amount of the non-waivable excess.
<b>Non Waivable Excess:</b>	The Hirer's liability will be limited to the amount of the non waivable excess if the Excess Waiver is purchased in accordance with the Lessor's current tariff or is part of an inclusive tariff rate offered by the Lessor.
<b>Personal Accident, Personal Effects &amp; Goods in Transit Insurance Fess:</b>	Fees which entitle the Hirer to the benefits of the cover set out in the master policies issued to the Lessor.
<b>Current Tariff:</b>	The Lessor's tariff current at the commencement of hire.
<b>The Insurance Policy:</b>	The Lessor's policy of insurance on the vehicle a copy of which is available for inspection at the rental location.

2. The hire acknowledges that:

- the vehicle is fit for purpose and undertakes to return it and its accessories to the place and on the date due back specified overleaf;
- he has received the vehicle free from apparent defects or damage (except as indicated overleaf);
- the Lessor has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall the Lessor be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties.
- the Lessor shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturer's warranty or any warranty implied by law to take reasonable care or exercise reasonable skill.

3. During the rental period the Hirer shall keep the vehicle and its accessories in his or any approved driver's possession and shall not allow a third party to take possession of the vehicle or its accessories and when not in use the Hirer shall keep the vehicle and its accessories adequately protected and secured.

4. The hire and any driver shall ensure that the vehicle will not be used;

- for hire or reward.
- for racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or other object.
- in any manner which might render void the insurance policy, or other contract of insurance.
- for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.
- by any person who:
  - is not licensed to drive the vehicle,
  - is under 21 years of age or over 65,
  - is under the influence of drink or drugs,
  - has given fictitious name, or address,
  - has not been approved by the Lessor as a driver,
  - has been convicted of a motoring offence the details of which have not been disclosed in writing to the Lessor at the commencement of the hire.
- outside England, Wales or Scotland without prior written consent of the Lessor.

5. The Hirer agrees to pay on demand:

- rental charges.
- any appropriate Excess Waiver or Personal Accident, Personal Effects or Goods in Transit insurance fees, and any Refuelling and miscellaneous charges.
- The excess amount in respect of each incident resulting in damage to or loss of the vehicle, its accessories or any property left stored or transported in or upon the vehicle, save to the extent that such damage or loss arises from the actions of the Lessor.
- all fines, charges, penalties, costs and expenses (including all charges and penalty charges incurred under a charging scheme) incurred in relation to the vehicle by the Hirer or Lessor from the commencement of the rental until the vehicle is returned to the Lessor, except where caused through the fault of the Lessor.
- Any Value Added Tax, local or other taxes payable in respect of any of the above.

6. The Hirer shall compensate the Lessor in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the vehicle including loss of revenue to the Lessor for the period in which during the vehicle shall remain unavailable for rental by reason of such matters and any claims made by any persons in respect of the vehicle whilst it is in the Hirers custody. This clause applies whether you have insurance or not. This clause shall not apply to any loss caused by or the responsibility of the Lessor.

7. The Hirer in any driver shall:

- ensure compliance with the terms, conditions and limitations of the insurance policy, which shall be deemed to be included in this Agreement as if the same with fully set out herein.
- inform the Lessor of any loss of or damage to or fault developing in the vehicle as soon as the Hirer or driver becomes aware of the loss, damage or fault.
- at the request and cost of the Lessor permit to be done in his own name all acts and things as may be reasonably required by the Lessor for the purpose of repairing the vehicle or in forcing any rights or remedies or of obtaining relief from other parties in respect of any loss or damage to or in connection with the vehicle or its accessories.
- indemnify the Lessor against such loss as is recoverable at law where that loss is incurred by reason of a breach of this Agreement by the Hirer or any driver.
- ensure that maximum payload an individual axel plated weights are not exceeded.
- be responsible for the loading and unloading of the vehicle.
- obtain or maintain any necessary operator's license.

8. The Hirer and any driver shall not:

- without prior consent of the Lessor incur any liability for repairs to the vehicle in excess of £25.
- be the agent or servant of the Lessor and for any purpose.
- Make any claim for loss of or damage to any property left stored or transported in or upon the vehicle unless due to our negligence.  
The Hirer may purchase insurance to cover such loss or damage by initiating the relevant space in Box 19 overleaf.

9. Even if an excess waiver fee is paid, the Hirer shall be responsible for payment of any excess amount where the loss of or damage to the vehicle or its accessories arises from the negligent or wilful action of the Hirer or any driver.

10. Coldlink Ltd (Lessor) do not offer GIT insurance (Goods in Transit). It is the hirers responsibility to make sure that they have the appropriate insurance for goods in transit even in the event of the vehicle and or it's refrigeration unit failing.

11. Coldlink Ltd (Lessor) reserve the right to charge for loss of hire whilst the vehicle in question is off the road for repairs caused by the hirer, any charges will be based on our current tariffs.

12. Coldlink Ltd (Lessor) are not responsible for loss of earnings and or drivers wages in the event of a vehicle breakdown.

13. Coldlink Ltd (Lessor) do not offer P.A Insurance (Personal Effects). It is the hirers responsibility to make sure they have the appropriate insurance in place.

14. Coldlink Ltd (Lessor) are not responsible for third party repairs to the vehicle or refrigeration unit unless the Lessor has given written permission and accompanied by an official order.

15. All Coldlink Ltd vehicles are fitted with tracker devices for monitoring vehicle movements and driver behaviour, the Lessor has the right to offer this information to all necessary authorities in the event of the vehicle being stolen or involved in motoring offences.

16. The hirer will take full responsibility of vehicle damage checks in the event of a vehicle being returned out of hours until such a point that the (Lessor) has checked the vehicle in against the hire agreement sheet.

17. The period of hire as specified overleaf shall not be extended without the Lessors express authorisation in writing and in any event the period of this Agreement shall not exceed 89 days.

18. HGV Driving License is required for all vehicles over 7.5 tonnes gross vehicle weight. HGV Driving License MUST be accompanied by a current and valid ordinary driving license.

19. If the Hirer does not comply with any of the material conditions of this Agreement he shall return the vehicle to the Lessor immediately and pay to the Lessor on demand such loss as is recoverable at law where that loss is caused by the Hirer's non-compliance. Where the Hirer fails to return the vehicle the Lessor shall be a liberty to retake possession of the vehicle and all reasonable costs and expenses incidental to recovery of the vehicle shall be paid by the Hirer to the Lessor on demand.

20. Any addition to or alteration of the terms and conditions of this Agreement should be agreed in writing by the parties.

21. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or any other liability of the Lessor which cannot be excluded as a matter of law.