PORT VAN HIRE TERMS & CONDITIONS

Please refer to this for any queries regarding damages, coverage, billing for repairs and driver responsibilities.

Tel: 0151 306 0845

Email: Portvanhire@gmail.com

Rental Agreement

When you sign the rental agreement upon collecting the vehicle, you have entered into a contract with us. As part of this contract, we require 30 days' notice of return of the vehicle, irrespective of complaint, or natural contract end.

Failure to provide this information will result in your deposit(s) not being refunded.

Rental Period

We operate on a rolling contract basis. Our minimum rental term is 3 months and will become rolling after that unless 30 days' notice is provided.

If the vehicle is not brought back on time after the 30 days' is given, you will be violating the contractual agreement, and we reserve the right to continue charging daily until the vehicle is returned.

If you are uncontactable during this time, we reserve the right to treat the vehicle as stolen and inform the local police.

Fines, Tolls, Charges

While the vehicle is leased to yourself or your company, you will be responsible for all fines, charges and tolls that are incurred on the vehicle. This does include Notices of Prosecution (NTOP).

If we receive an NTOP, we will need all driver information for that specific vehicle.

You will also be liable for any charges where the vehicle has been impounded or clamped for whatever reason. You must pay the appropriate charges to the appropriate party when asked to do so.

If continuous fines of the same type are received, you may incur an admin fee of £25+VAT per vehicle.

Overhead Damage

Our insurance cover does not include overhead damage. You will be held responsible for any overhead damage caused by hitting low-hanging objects such as bridges, branches or speed bumps. Aby serious damages to the vehicle including overhead damages will result in our insurance excess being billed to you, regardless if a claim has been filed.

Loss of income

We will not cover your loss of income. We can refund days lost if we are unable to supply a loan van within a standard 5 working day period, however if our vehicle is unable to be rented out again upon return due to excessive damage or even written off, you will be liable to pay our excess fee of £1500, and your deposit will be deductible.

Subleasing

You must not sell, sublet, loan or dispose of the vehicle or any part of it. You must not surrender any legal rights for the vehicle to anyone.

The only person(s) eligible to drive the vehicle are the ones we have documentation for. Driving our vehicle without our prior knowledge is a criminal offence and **will** be liable for prosecution.

You, or any driver under the agreement must not do the following

- Carry passengers for hire and reward
- Use the vehicle for any illegal purposes
- Racing, pace making, reliability and/or speed testing, or teaching someone how to drive.
- Be intoxicated by anyway whilst driving
- Carry passengers in excess of the recommendation
- Carry excessive baggage or overload the vehicle in the case of the recommended commercial payload it exceeded.
- Leave the UK with the vehicle, unless written permission is given by us prior.

Third Party Work

You must not allow anyone to work on the vehicle without our prior recorded permission. If you have work carried out by a third party without our permission, we will not refund any costs of the work carried out unless a VAT receipt can be produced by you and the work is validated by us.

As soon as there is any level of defection in the vehicle you **must** inform a member of staff immediately, not only to reduce the risk of a breakdown, but for your own safety.

Servicing and MOTs

We aim to service our vehicles every 5-10 thousand miles, which we monitor. When that service period becomes due, we will inform you of this and decide for the vehicle to be brought into us. It must fall within our hours of operation, and you will not receive a replacement vehicle during this time. A member of staff will inspect the vehicle's condition, fuel and mileage at this time.

Out of Hours

If in the instance we have agreed the vehicle can be returned to us out of hours, you are liable for that vehicle until a member of staff has checked it over.

Upon return, the following damages will render your deposit deductible

- Excessively dirty interior
- Willful damage to the interior or exterior of the vehicle
- Damages, lost parts, or refueled incorrectly.
- Engine neglect through overheating
- Engine neglect through ignoring oil and coolant levels.
- Damage to the windscreen without report, tires and punctures without report.

Property

Personal property must not be left inside the vehicle. We are not liable for anything left inside the vehicle including tools, phones, house keys, satnavs etc.

Invoicing

All invoices are due on the 1st of every month (unless a different date has been agreed separately). You will receive 1 weeks' notice of the invoice being due, typically on or around the 25th. If this is not paid and you become uncontactable, or do not provide a day where the bill can be paid, we will contact our debt collections team and action will be taken against you.

In this instance, the vehicle lease would be terminated immediately and is required to come back to us. Failure to do so will result in an additional collection fee, and we reserve the right to treat it as stolen.

If the invoice is not paid within a week, or an alternative payment date is not given, a charge of £20/day will be added onto your invoice as a late fee.

Insurance

If we allow you to arrange your own fully comprehensive insurance in writing, with written confirmation from your insurance company it is still your responsibility to see we are fully reimbursed for all costs. And you are responsible for all insurance excesses as per your insurance agreement. We may ask your insurers to record our name as owners of the vehicle; if the vehicle is damaged or stolen you will let us negotiate with your insurers about whether the vehicle can be replaced or what compensation is due to us. You are financially responsible to settle any costs if the policy you have arranged fails and the vehicle is damaged. Lost, stolen or claims made by any other innocent party.

You are responsible for all glass and tire damage.

Incidents

If you have an incident, **do not admit responsibility.** Take names, contact numbers and addresses of everyone involved, including witnesses and take as many photos as you can, if possible.

You must contact the office **immediately** on 0151 306 0845 option 2 and follow instructions given. Make the vehicle safe, and report the incident to the police if anyone is injured.

Our breakdown service is currently the AA, and their contact information should be inside the vehicle. If it is not, a member of staff can provide it for you.

If you are outside of the recoverable area local to us, the recovery may be chargeable to yourself.

We do operate on a 3 strike policy. In the event you have had more than 3 incidents in 6 months your contract(s) will be terminated as you have become a risk to our business and insurance company.

Agreement Closing

We will immediately terminate your agreement if you enter liquidation, fail to pay your invoices, call a meeting of creditors, you are found to be subletting our vehicles, we are made aware your goods have been removed from you following debt evasion, you are severely damaging the

vehicle, or you are abusive to any staff member.

Should we end an agreement, it does not affect our right to recover any money we are owed under the contract, and we can also claim additional costs if you do not meet any of the aforementioned terms of this agreement.

We reserve the right to cancel your agreement at any time.

Governing Law

The agreement is covered by the Laws of England; in specific cases we reserve the right to appoint an arbitrator.

Directors' Guarantee

In the event the hiring company enters liquidation, commercial collapse, or bankruptcy, any and all outstanding payments will fall to the director of the company personally to resolve.

Maintenance (Wear and Tear)

The parts listed below are designed to be worn over time and are covered as 'Wear and Tear' damages.

****It is imperative that you tell us as soon as you notice these issues so that it can be rectified before it becomes a larger problem. Our vans *will* tell you when these issues start****

Brakes

We will cover brake replacements in the instance they are worn overtime within the legal limits.

This includes the discs, pads and drums of the vehicle.

Should the hired vehicle be outside of our area, or if it is more convenient to, please feel free to have the brakes changed at another garage, and invoice us the costs. This will then be removed from your monthly bill.

All our vans have a wear sensor on the brakes. The van ***will*** warn you when it's low.

Lights

Bulbs burn out over time. If you notice one of your bulbs have died while on the road we can replace and fit it for you.

Fuses

Fuses also burn out over time. Should the van give you a warning or an electrical component fail, let us know so we can investigate.

Tires

Tires are designed to degrade over time. Should you get a puncture, bubble or just become below the legal tread depth, we will cover the cost of tires if we do not fit them for you ourselves (stock dependent). Simply send us the invoice, and it'll be taken off the monthly bill.

Wipers

Windscreen wipers are a non-negotiable in the UK with the heavy rain we often get. As the stork is an electrical component, we will be able to resolve any issues you may get with the wipers. The blades are an easy 5-minute fix and can be collected from any Halfords while on the road should you be desperate. Send the invoice to us for any purchases regarding the wipers.

Port Van Hire

Diesel Particulate Filters (DPFs)

The DPF is an unfortunate necessity according to UK Road Laws. Its purpose is to lower the carbon emission output created by burning diesel fuel but can very regularly become clogged.

It is possible for you to resolve a DPF clog yourself. It's recommended to travel at speed in a lower gear (ideally gear 4) for around 30-60 minutes. This forces extra exhaust fumes to pass through the DPF at speed and will remove much of the congestion inside the filter. It is common to see black smoke from the exhaust following this.

The van may send itself into limp mode if the DPF is heavily clogged, which can make the DIY fix a little more difficult. You'll see an orange engine management light, and some vans may give a warning on the dashboard.

A DPF regeneration will be required when the vehicle will not come out of limp mode, or in severe congestion cases. It takes around an hour to do, but we'll have you back on the road with a healthier van.

Alternator

The alternator charges the battery using unused energy generated by the engine on a spinning belt. This belt can fray and degrade over time and can cause the engine not to start in severe cases.

Should the belt become damaged in any way, please let us know and we can replace the belt for you.

Starter Motor

Starter motors can burn out, but it means the engine won't start. This isn't preventable, unfortunately and will require replacement. We can replace these onsite, or if the van's far away send the invoice across to us and we will remove the cost from your monthly invoice.

Handbrake

The handbrake cable becomes stretched over time, and when this happens the van may creep when on a slope.

In the event of a loose handbrake, we'd recommend pulling the handbrake up and leaving the van in gear to prevent it from moving.

Tell us when the handbrake is starting to feel loose, and we can book the van in to have new shoes fitted and the cable re-tightened.

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Port Van Hire

What is Vehicle Negligence?

Vehicle Negligence is where the driver chooses to ignore the warnings given by the vehicle or disregards the safety of the vehicle's limitations. This can typically be prevented, should you inform us of any issues the vans are throwing *before* they become catastrophic. In the event these issues do become catastrophic, the repair costs will be billed back to you, without negotiation.

What constitutes as Vehicle Negligence?

Brakes

The van will warn you before the brakes become seriously depleted. The wear sensor is triggered at 4mm for the front set, 3mm for the rear.

Paper thin pads, shattered callipers and fully extended pistons do **not** happen by chance. This is a direct result of ignoring the warnings given by the van and will **not** be covered by PVH.

Batteries

Batteries naturally deplete over time. All your electrical components inside the vehicle relies on it to function. This includes your lights, indicators, dash screen, radio and the cigarette port, which you may use to charge your phone.

The battery can be used without the ignition on. This is when the vehicle is in a state called 'tick over', which is when the key is in the barrel, but twisted only halfway so the dash lights up.

Do not leave the van in this state for long periods of time.

For keyless keys (typical for Mercedes) the van must only ever be on, or off.

The battery is charged through the alternator when the ignition is on, by converting leftover energy generated by the running engine. To maintain the battery health and lifespan, leave the engine running, or off completely. Do not leave it on tick over to charge phones etc.

Batteries are for this exact reason are not covered as wear and tear, and therefore the cost of the replacement will lie with yourself.

Suspension

The suspension system consists of multiple components to make the ride smooth.

Shock absorbers, track rods, bearings, suspension arms and axels are not designed to fail unless put under immense pressure.

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Port Van Hire

Impact pressure can be caused by hitting kerbs at speed, driving recklessly on bad road surfaces or hitting potholes at speed.

This is the primary cause for broken springs on a shock absorber, or it being knocked out of the mounting. They do not just 'come loose'.

It can also cause it to pull to either side (depending where the impact was) or become bouncy on one side. It is possible to hear a knocking noise when turning or going over bumps in the road.

Part of maintaining the vehicle health comes with looking after it, and if you're driving it recklessly just because it isn't your personal vehicle, it can and will be taken from you.

Arms and axels on the other hand, can be snapped due to weight bearing issues.

Weight Bearing

Every van at Port Van Hire is classed as a 3.5T vehicle due to the maximum gross weight of the vehicle. Each van weighs around 2.5 tonnes, which leaves around 1000kg of carry weight left.

The vans must **not** carry more than 1000kg at any given moment. This includes the weight of the driver, fuel tank, and the load stored in the rear of the van.

In the UK, overweight vehicles can be given monetary fines, and in severe cases can result in court summons.

Axels can be fined up to £300 per overweight axel, and fines for the actual weight of the vehicle can increase depending on the level of overloading.

- 10% overweight is £100 fine
- 10-15% is a £200 fine
- 15% or higher is a £300 fine
- 30%+ is a court summons and potentially points on your license.

In the event the vehicle is overloaded, and driven recklessly as mentioned previously, it is possible for the arms to snap. This will completely immobilize the vehicle as the wheels will no longer be attached.

The fines, repairs and consequences for over loading or causing the suspension to break will all be billed back to you, without debate.

Keys

As it stands currently, we don't carry spare keys for any van. If you lose the keys, the van will need to be recovered to the main dealer for the key to be assembled and coded to the van. This is not something that can be done onsite.

Port Van Hire

Only in the instance where a spare is coded will we reimburse. Port Van Hire is not at fault for the key being lost or stolen, and we will therefore will not be footing the cost of a new keyset.

Body Work

Our vans do hundreds of thousands of miles a year, and we expect damages to happen to the exterior panels over time. This does not mean, however, that new damages on the vehicle will go unnoticed.

We carry out Vehicle Damage Assessments on the van before it leaves our yard. The Hire Controller will walk around the van with you before handing over the keys so you can *both* point out the damage. We then hold this record until it is returned to us, and the same thing will happen in reverse order.

Should new damage appear when the vehicle is brought back into us, it will be questioned.

Damages that constitute an MOT fail such as doors not operating, sharp edges, parts hanging down, light casings and other safety features that cannot function properly due to the damage and that need to be repaired will be billed back to yourself.

We understand accidents happen, but they can be prevented.

Please note, surface scratches and small dents on panels will not be billed back, as this is negligible damage compared to a door no longer opening

AdBlue

Most of our vans require AdBlue to run. AdBlue is to be treated the exact same as fuel.

If you run below the given miles of AdBlue, the engine will lockup, and you will be frozen out of starting the engine.

In the event you are locked out of starting the engine, we will not cover the repairs of this. This is a direct result of ignoring the AdBlue range given when the tank has been filled. Repair costs of this will be chargeable.

Fuel

All vehicles are **diesel**. You are responsible for making sure the correct fuel is put into the vehicle. If you put petrol into it by mistake, **DO NOT DRIVE IT**. You **must** inform a member of staff immediately.

Costs relating to incorrect fuel and the fuel doctor themselves will be incurred to you. If any damage is caused to the fuel system through inputting the incorrect fuel you will also be liable for those charges.

You will not receive a replacement van for incorrect fuel administration.

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Port Van Hire

Vehicle Cleanliness

Rubbish

Vans should have all rubbish emptied out of them before they are returned to us. This includes leftover lunches, bottle, cans, general waste such as paper, bags etc. It is not our responsibility to clean up after you.

Smoking

Under no circumstances are you to smoke inside the vehicle. Cigarette ash sticks to surfaces and creates a horrible smell when it's disturbed. It is unhygienic and disrespectful to other van users who may not smoke. The van will be valeted and the cost sent back to you.

Personal Effects

Please make sure you're taking your personal effects with you. House keys, phones, watches, satnavs. We will hold onto them if you forget, but we expect you to collect them next working day.

Hygiene

Soiled vans will be sent for valet, and the cost of this will be sent back to you. The interior should not be stained, smelly, or damp. Do not leave bottles of urine inside the vehicle. It is disgusting, and we will bill you an additional £250 if bottles are found inside the van filled with urine.

We are allowing you to borrow our van. Respect it to avoid unnecessary costs.

Driver Responsibilities

Drivers of the vans are obligated to do weekly checks on the vans for fluids.

They will tell you when fluids are getting low, such as oil, coolant, screen wash, but it is *always* recommended to look yourself as the sensors can become unreliable in certain conditions.

Fluids are your responsibility to maintain.

In the case of the van asking for a service, please let us know so we can book it in. All vans will be recalled after 10,000 miles of the last service for an oil and filter change, which will be carried out onsite with us. Its important to note – all vans take 5W30 oil, so if you need a top up on the road, you know which oil to get.

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Port Van Hire

When do I get a replacement van?

Replacement vans are entirely at our discretion. We may not always have a replacement van available when catastrophe does strike, and the repair may not justify a replacement.

Larger jobs, such as clutches, suspension, and others that cannot be completed within an hour or two will get a replacement van (if available).

Unfortunately, we do share a site with a working garage which has client bookings of its own. The PVH team will always try to negotiate priority of the van repairs, but we cannot always guarantee replacement vehicles.

If there's one there, and it's serious, we will supply a suitable replacement. In instances where we can't, your lost days of hire will be reimbursed while it's been for repair for up to 5 working days.

The replacement is to be treated the exact same as the one it has replaced. It won't be billed to you, but it still needs to be monitored and maintained the same.

Acceptance of Terms

Please sign and date below to confirm you have read, understood and notified your drivers (if on behalf of a company) of the terms and conditions of our lease.

We withhold the right to terminate any contract in the event these terms and conditions are violated in any way during the lease of the vehicle.

Hirer's Liability and Declaration

I agree that while the rental agreement is in force I will be liable as owner of the vehicle or any replacement vehicle for the Parking, Speeding, or other Fixed Penalty Offences or other charges for the vehicle under Section 66 of the Road Traffic Act 1988 and Schedule 1 to the Road Traffic Regulations 1975 as or amended, replaced or extended by any subsequent legislation or orders.
I declare that I have read this Rental Agreement and understand that my deposit will not be returned if I am involved in any accident or incident involving damage to the vehicle or any third parties and are bound by law to disclose any accidents to Port Van Hire on return of the vehicle.
I confirm that if I pay by credit or charge card my signature is authority to take the total amount I owe.
In the event of you the customer failing to remedy any breach of the conditions to our satisfaction, and us incurring any costs as a result of any breach, we reserve the right to seek recovery through court.

Signature: _____

Print Name: _____

Company name (if applicable): _____

Date: _____

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