

GRETA MOTOR BODY WORKS LIMITED
REPLACEMENT VEHICLE FORM

RVF 01/03

**THE SCHEDULE
THE OWNER**

Name: **GRETA MOTOR BODY WORKS LIMITED**
SOUTHEY HILL TRADING ESTATE
KESWICK, CA12 5NR

JOB NO. _____

TELEPHONE NO. **017687 72104**

BORROWER

Name & Address: _____

HIRER

Telephone No: _____ Commencement Date: _____

Driving Licence: _____

Fee: _____ per day or part thereof (+VAT).

VEHICLE:

Make & Model: **VW TRANSPORTER 2.5 TDi**

Registration No. (Year): **PY52 HKG (2002)**

Mileage: _____

Vehicle Value: **£14,000.00**

FUEL LEVEL (Out): E 1/4 1/2 3/4 F **(DIESEL)**

Any defects in the vehicle at the time the borrower takes possession of the vehicle will be recorded:

VEHICLE CONDITION COMMENTS:

The vehicle has had all fluid levels and tyres checked and is in a road worthy condition.

Signature (Owner): _____ Date: _____

1 In consideration of the Borrower/Hirer entering into an agreement with the owner for the repair by the owner of the Borrowers/Hirers own vehicle, the owner has agreed to lend the vehicle to the Borrower/Hirer on the terms and conditions of this agreement.

2 I have arranged fully comprehensive insurance for the vehicle in my possession and I have necessary proof of this.

OR

The owner has arranged fully comprehensive insurance cover for me on its own insurance policy and I agree to pay the **£250.00 excess** in the event of a claim.

IMPORTANT NOTICE: This vehicle is **NOT** insured if driven by anyone **under 25 years of age** when insured by Greta Motor Body Works Ltd.

3 I will not use the vehicle or permit or offer the vehicle to be used for any unlawful purpose whatsoever or otherwise to the contrary to the Road Traffic Act 1988, the Road Traffic Offenders Act 1988, Sections 45 and 46 of the Road Traffic Regulation Act 1984, the Road Traffic Act 1991 or any otherwise or bylaw and I agree to indemnify the Owner for any fine or order for which the Owner is held liable due to illegal or unlawful use of the vehicle while it is in my charge.

4 The vehicle control and switch operations have been explained to me.

I will return the vehicle with the same level of fuel. If not, I agree to pay the owner for any fuel used.

I confirm that I agree and will abide to the above terms and conditions, including those on the reverse.

Signature (Borrower/Hirer): _____ Date: _____ Time: _____

VEHICLE RETURNED

Signature (Borrower/Hirer): _____ Date: _____ Time: _____

- 5 I will be responsible for any loss or damage caused to the vehicle by myself or any other person while the vehicle is in my possession, whether or not such loss or damage is occasioned by an act, omission or default and I will fully indemnify the Owner against all such loss and damage.
- 6 I agree to maintain the vehicle at my expense and keep it in good condition and repair throughout the period that it is in my possession.
- 7 I will observe and check at regular intervals all oil and water levels and anti-freeze if appropriate of the vehicle.
- 8 I will be responsible for fuel, oil and all other consumables during the period of time the vehicle is in my possession and I will also be responsible for the cost of puncture repairs.
- 9 The vehicle will only be driven by me, or a driver authorised by the Owner, unless the vehicle is insured under the Borrowers own motor insurance policy which may cover additional drivers on a fully comprehensive basis. The vehicle will only be used for social domestic and pleasure purposes or for my own business use and in addition in accordance with the terms of the insurance for the vehicle and so as not to render such insurance void or voidable.
- 10 I will not sell, pledge, charge, assign, encumber or otherwise dispose of the vehicle or attempt to do so.
- 11 I will give immediate notice in writing to the Owner of any damage to the vehicle or any theft, seizure or loss of possession of the vehicle.
- 12 I will pay to the Owner on demand all losses, damages, expenses and costs including all legal or other expenses incurred by the Owner in enforcing any of the terms and conditions of this Agreement.
- 13 If during the continuance of this Agreement:-
 - 13.1 The Borrower/Hirer is in default of any of its obligations under this agreement;
 - 13.2 The Borrower/Hirer becomes apparently insolvent or seeks or attempts to seek relief under any statute for relief of insolvent debtors;
 - 13.3 The Borrower/Hirer abandons the vehicle or does or suffers anything whatsoever which in the Owners opinion would or might have the effect of jeopardising the Owners property in the vehicle; then the Owner may forthwith terminate this Agreement and any termination shall be without prejudice to any right of the Owner in respect of any breach of this agreement committed by the Borrower/Hirer prior to the date of such termination.
- 14 Upon the expiration or termination of the Agreement howsoever caused the Borrower/Hirer shall forthwith at its own expense return the Vehicle to the Owner at the Owners premises as detailed in the Schedule and in default of return it shall be lawful for the Owner, its servants or agents (at the cost of the Borrower/Hirer) to retake possession of the vehicle located and to require payment of the Fee under clause 3.
- 15 The vehicle shall at all times remain the property of the Owner and the Borrower/Hirer shall have no right to the vehicle other than as Borrower/Hirer and the Borrower/Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner are or may be prejudicially affected.
- 16 In every case where this Agreement provides for the Borrower/Hirer to pay reimburse the Owner or indemnify the Owner against any losses, payments, fees, charges, damages, costs or expenses incurred by the Owner the Borrower/Hirer shall in addition to such losses, payments, fees, charges, damages, costs or expenses pay the amount of any Value Added Tax which may be payable thereon (save to the extent that such Value Added Tax is recoverable by the Owner front HM Customs & Excise).

STATEMENT OF LIABILITY

I acknowledge that during the currency of this Agreement and for the purpose of The Road Traffic (Owner Liability) Regulations 1975 and The Road Traffic Regulation Act 1984 ss 108, 109, Schedule 8 & Schedule 10, I shall be liable as the owner of the vehicle and any other vehicle lent to me, under the terms of this Agreement for any offences committed by myself or any other persons authorised by the Borrower/Hirer to drive the vehicle.

BORROWER/HIRERS DECLARATION

By accepting the vehicle described above the Borrower/Hirer acknowledges that it is the property of the Owner and it is provided subject to the terms and conditions of this agreement.