



Swift Rent-A-Car Limited (the "Owner")  
 Century House, Gadbrook Park, Rudheath, Cheshire CW9 7TL (Registered Office)  
 Tel: 0845 456 9205 Fax: 0845 456 9206  
 Registered in England Company No. 2628149.

Rental Agreement No.  
**LRRC**

**DETAILS OF HIRER (the "Hirer")**

1 Hirer Reference No. \_\_\_\_\_

2 Company Name (If the Hirer is a company) \_\_\_\_\_

3 Address (Reg'd office if hirer is a company) \_\_\_\_\_

Postcode \_\_\_\_\_

4 Surname \_\_\_\_\_

5 Forenames \_\_\_\_\_

6 Date of Birth \_\_\_\_\_

7 Permanent Licence Address \_\_\_\_\_

Postcode \_\_\_\_\_

8 Driver Licence Number \*NB NOT Photocard No. \_\_\_\_\_

9 Issue date \_\_\_\_\_ 10 Expiry Date \_\_\_\_\_

11 Category (tick boxes)  
 A  B  C1  D1

12 Identification \_\_\_\_\_

13 **READ THIS DOCUMENT CAREFULLY**  
 This Hire Agreement is made on ..... 200..... between the Owner and the Hirer in respect of the hire of the Vehicle for the period from the date of this Agreement until the "Return Date" (being a date no more than 12 weeks beginning with the date of this Agreement when the Hirer makes the Vehicle available for collection by the Owner) (the "Hire Period") in consideration of the agreement to pay the rental charges set out in the right-hand column of this document together with any amounts payable in respect of insurance, CDW and other ancillary charges (the "Hire Charges") and upon the Terms and Conditions set out on the reverse of this document.

**THIS AGREEMENT COMPRISING, THE TERMS ON THE FRONT AND OVERLEAF; IS LEGALLY BINDING WHEN SIGNED BY THE HIRER; CONTAINS THE ENTIRE AGREEMENT BETWEEN THE OWNER AND THE HIRER AND SUPERSEDES ALL ORAL OR WRITTEN COMMUNICATION IN RESPECT OF THE HIRE OF THE VEHICLE.**

Signed on the date set out above in agreement to the above terms and in confirmation of the Insurance Details

**The Hirer**  
 \_\_\_\_\_

Signed on the date set out in agreement to the above terms

**For and on behalf of the Owner**  
 \_\_\_\_\_

**INSURANCE DETAILS**

14 Have you had a proposal declined, a policy cancelled, renewal refused or had special conditions imposed by any motor insurer? **Answer Yes or No**

Have you been convicted of any motoring offence during the past five years or had your licence suspended during the past ten years, or is any prosecution pending?

Date	Code	Fine

Have you any physical or mental defect or infirmity or suffered from diabetes, fits or any heart complaint?

Have you held a full driving licence for more than 12 months?

Have you had any accident and/or claims in the past 36 calendar months?

No	Amount Own Damage	Third Party	Outstanding Claim

15 I declare that to the best of my knowledge and belief that the particulars given in the insurance proposal are true and no information has been withheld which might influence acceptance of the proposal which, with this declaration, shall form the basis of the contract of insurance.  
 I agree that if the above particulars are completed by any other person, such person shall be deemed my agent and I also declare that the above statements and answers are true and complete to the best of my knowledge and belief and I have taken all reasonable steps to ensure their accuracy. I agree that the proposal and declaration shall be the basis of and form the basis of the contract of insurance.

Signature of Hirer \_\_\_\_\_

16 Additional Authorised Drivers who have had a completed Insurance Proposal Form accepted.  
 Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

**17 Own Insurance**  
 Complete ONLY if the Vehicle is to be insured on the customer's own insurance

Hirer's Insurance Co. \_\_\_\_\_

Policy No. \_\_\_\_\_

Cover note No. \_\_\_\_\_

Contact \_\_\_\_\_

Hirer's own excess \_\_\_\_\_

18 Collision Damage Liability  
 Initialing below signifies the Hirer's agreement to pay the Collision Damage Waiver charge (CDW) shown in the column headed 'CHARGES'. This reduces the excess from £2,500 to the amount shown in the box below. Once initialled, the Owner waives its rights under sections 5.2.2 and 5.2.3 ONLY of this agreement. Refusal may leave the Hirer liable for the excess of £2,500 and also liability for the Owner's loss of use in the event of an accident however caused. We recommend CDW even if the Vehicle is insured on the hirer's own policy.

Accepted  Refused  Applicable Excess

**VEHICLE (the "Vehicle") AND CHARGES**

19 Statement of Liability  
 I agree that while the rental agreement is in force I will be liable as owner of the vehicle, or any replacement vehicle, for any fixed penalty offence or parking charge for that vehicle under s66 Road Traffic Offenders Act 1988 and Schedule 6 Road Traffic Act 1991 including any locally levied congestion charges howsoever incurred during the Hire Period. I also agree to pay the Owner an administration charge of £25.00 for each charge that the owner has to transfer to the Hirer

Signature \_\_\_\_\_

20 I wish to pay the full hire charges by Mastercard/Visa/Other (delete if not applicable). I agree that Swift may deduct from this card any liabilities under section 19 above.

Credit Card type \_\_\_\_\_

Expiry date \_\_\_\_\_

3 digit security number \_\_\_\_\_

Last 4 digits of card number \_\_\_\_\_

Signature \_\_\_\_\_

21 Vehicle Registration No.	22 Make
23 Model	24 Engine
25 Transmission	26 Bodyshape
27 Date out	28 Date back
29 Time out	30 Time back

31 Calculating the charges  
 The first 6 days of the Hire Period will be charged at the 1-6 day rate, the next 21 days at the 7-27 day rate and any days over 27 days at the 28+ rate. The rate charged is for each complete day or any part of a day.

**RATES CHARGES V.A.T**

	RATES	CHARGES	V.A.T
32	Days at £ 1-6 Day rate	per day	
33	Days at £ 7-27 Day rate	per day	
34	Days at £ 28+ Day rate	per day	
35	Rental Charges		
36	Collision Damage Waiver at £	per day	
37	Insurance at £	per day	
38	Delivery/Collection at £ from the nearest depot, minimum £35 each way.	per mile	
39	Fuel at £	exc. VAT	
40	Extras		
41	Total		
42	Total V.A.T.		
43	Hire Charges		

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Postcode

4 Surname

5 Forenames

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**For and on behalf of the Owner**

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Date	Code	Fine
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Have you any physical or mental defect or infirmity or suffered from diabetes, fits or any heart complaint?

Have you held a full driving licence for more than 12 months?

Have you had any accident and/or claims in the past 36 calendar months?

No	Amount Own Damage	Third Party	Outstanding Claim
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

15 I declare that to the best of my knowledge and belief that the particulars given in the insurance proposal are true and no information has been withheld which might influence acceptance of the proposal which, with this declaration, shall form the basis of the contract of insurance.

I agree that if the above particulars are completed by any other person, such person shall be deemed my agent and I also declare that the above statements and answers are true and complete to the best of my knowledge and belief and I have taken all reasonable steps to ensure their accuracy. I agree that the proposal and declaration shall be the basis of and form the basis of the contract of insurance.

Signature of Hirer

16 Additional Authorised Drivers who have had a completed Insurance Proposal Form accepted.

Full Name  Date of Birth

**17 Own Insurance**

Complete **ONLY** if the Vehicle is to be insured on the customer's own insurance

Hirer's Insurance Co.

Policy No.

Cover note No.

Contact

Hirer's own excess

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	RATES	CHARGES	V.A.T
32 Days at £ 1-6 Day rate	per day	<input type="text"/>	<input type="text"/>
33 Days at £ 7-27 Day rate	per day	<input type="text"/>	<input type="text"/>
34 Days at £ 28+ Day rate	per day	<input type="text"/>	<input type="text"/>
35 Rental Charges		<input type="text"/>	<input type="text"/>
36 Collision Damage Waiver at £	per day	<input type="text"/>	<input type="text"/>
37 Insurance at £	per day	<input type="text"/>	<input type="text"/>
38 Delivery/Collection at £ from the nearest depot, minimum £35 each way.	per mile	<input type="text"/>	<input type="text"/>
39 Fuel at £	exc. VAT	<input type="text"/>	<input type="text"/>
40 Extras		<input type="text"/>	<input type="text"/>
41 Total		<input type="text"/>	<input type="text"/>
42 Total V.A.T.		<input type="text"/>	<input type="text"/>
43 Hire Charges		<input type="text"/>	<input type="text"/>

# CONDITIONS OF HIRE

## 1 Definitions

- 1.1 Terms defined overleaf have the same meanings in these Terms and Conditions.
- 1.2 The following terms shall bear the meanings respectively assigned to them in this Agreement: "Agreement" means the terms, conditions and details set out in this document; "Claim" means a claim by the Hirer to recover loss, including the cost of hiring the Vehicle hereunder, resulting from damage sustained to the Hirer's own vehicle in a road traffic accident, which claim is against a party other than the Owner or the Hirer's own insurer, "Event of Default" means the events of default referred to in Condition 11, "Insurance Policy" means either the Owner's policy of insurance or the Hirer's policy of insurance both as referred to in Condition 7; "Interest Rate" means a rate equal to three percent above the base rate published by National Westminster Bank Plc (as being the latest rate in operation on the date 28 days before the date on which this agreement is made).

## 2 Vehicle Hire

The Owner hereby agrees to let and the Hirer agrees to hire the Vehicle for the Hire Period on and subject to the terms and conditions of this Agreement.

## 3 Owner's Warranties and Liability

- 3.1 The Owner warrants that the Vehicle is in roadworthy condition when supplied to the Hirer
- 3.2 The Owner shall only be liable for death or personal injury resulting from the use of the Vehicle during the Hire Period arising from the Owner's negligence.
- 3.3 The Owner's liability for breach of its warranty in Condition 3.1 is limited to the replacement, repair or resupply to the Hirer of the Vehicle.
- 3.4 The Owner shall not be liable to the Hirer for:
- 3.4.1 loss of or damage to any property stored or transported in or on the Vehicle;
- 3.4.2 loss of or damage to any property left in the Vehicle when it is returned to the Owner's possession, or
- 3.4.3 any loss, liabilities, damages or costs which the Hirer may suffer or incur, including without limitation any consequential or indirect loss or economic loss, loss of profits, interest, business revenue or savings and loss of contracts whether such losses arise in contract, tort or statute and whether as a result of negligence or otherwise.

## 4 Hirer's Warranties

- 4.1 The Hirer warrants to the Owner that:-  
the information supplied to the Owner by either the Hirer or additional driver (if any) and set out overleaf is true and accurate in all respects; and
- 4.2 all material facts or information relevant to the Owner's decision to hire the Vehicle to the Hirer, to the provision of insurance to the Hirer in respect of the Vehicle, to the decision to extend credit to the Hirer under Condition 10, or in respect of the Claim have been fully and fairly disclosed to the Owner.

## 5 Hirer's Indemnities

- 5.1 Notwithstanding the existence of any insurance policy, the Hirer shall be solely responsible for and hold the Owner fully indemnified in respect of any liability, loss or damage including death and personal injury howsoever arising:
- 5.1.1 to the Vehicle prior to its return to the Owner including without limitation damage to the tyres or windscreen, fair wear and tear only excepted;
- 5.1.2 from use of the Vehicle at any time prior to its return to the Owner;
- 5.1.3 otherwise from any breach by the Hirer of his obligations under this Agreement;
- 5.1.4 by reason of any claim from the owner or bailee of any property stored or transported in the Vehicle or left in the Vehicle on the return of the Vehicle to the Owner; or
- 5.1.5 arising directly or indirectly from any breach of the Hirer's warranties set out in Condition 4 or such warranties being incorrect in any material particular, save by reason of a breach of the Owner's warranty contained in Condition 3.1 and the Owner's liability referred to in Condition 3.2.
- 5.2 The Hirer agrees that, without prejudice to the right of the Owner to claim damages in a greater sum or directly for damage to the Vehicle, the following are reasonable estimates of damages that would be suffered by the Owner for loss of use of the Vehicle in the circumstances set out hereunder:
- 5.2.1 if the Hirer fails to return the Vehicle on the Return Date, an amount or amounts equal to the Hire Charges at the full daily rate specified overleaf from the Return Date until the Owner recovers possession of the Vehicle together with the Owner's costs of repossessing the Vehicle including expenses reasonably incurred by the Owner in so doing.
- 5.2.2 If upon the return of the Vehicle it is not fit for hire by reason of damage or mechanical defect or failure resulting directly or indirectly from a breach by the Hirer of his obligations under this Agreement then the Hirer shall be liable for the Hire Charges at the full daily rate specified overleaf for such period not exceeding 30 days from the return date until the Owner has repaired and/or made the Vehicle fit for hiring.
- 5.2.3 If the Vehicle is, after it has been delivered to the Hirer hereunder and prior to its return to the Owner damaged to such an extent that it is an insurance write-off, then the Hirer shall be liable to pay to the Owner Hire Charges at the full daily rate specified overleaf from the date of the damage was incurred until such time as the Owner receives settlement of its insurance claim in respect of the Vehicle up to a maximum period of 42 days.
- 5.2.4 If the Vehicle is damaged whilst in the Hirer's possession, the Owner reserves the right to pursue the Hirer for any diminution in value of the Vehicle even if the Vehicle has been repaired to an acceptable standard.

## 6 Hirer's Obligations

- 6.1 The Hirer shall give immediate notice to the Owner of any fact or matter that gives rise or might give rise to any liability of the Hirer under Condition 5.
- 6.2 During the Hire Period the Hirer shall:
- 6.2.1 give immediate notice to the Owner of damage to or any malfunction or breakdown of the Vehicle and shall not, if there is such damage, malfunction or breakdown, continue to use the Vehicle, if to do so would or might be reasonably expected to cause further or exacerbate the existing damage, malfunction or breakdown;
- 6.2.2 permit the Owner to carry out any essential servicing or repairs if the Vehicle is damaged or develops any fault;
- 6.2.3 not sell, hire or charge or attempt to sell, hire or charge or permit any encumbrance to exist over the Vehicle;
- 6.2.4 not alter the Vehicle in any way including removing or altering any identifying mark, number or plate on the Vehicle;
- 6.2.5 not, without the prior written consent of the Owner, to use or allow the Vehicle to be used for any purpose for which it is not designed or suitable and, but without limitation to the generality of the foregoing not to use or allow the Vehicle to be used:-
- 6.2.5.1 in any race, rally, test or contest or for driving tuition;
- 6.2.5.2 to propel or tow any vehicle, trailer or other object, unless the vehicle is fitted with an appropriate tow bar at the time of hire;
- 6.2.5.3 to carry passengers for hire or reward without written agreement of the Owner;
- 6.2.5.4 to carry passengers for whom there is not a fixed seat;
- 6.2.5.5 other than on public roads or private drive-ways;
- 6.2.5.6 by any person driving when unfit through alcohol or drugs or with blood alcohol concentration above the legally permitted limit;
- 6.2.6 ensure that only the Hirer and drivers approved in advance by the Owner and named on the front of this Agreement are permitted to drive the Vehicle,
- 6.2.7 ensure that the Vehicle is not taken outside Great Britain without the permission of the owner;
- 6.2.8 ensure that all fluid, oil and water levels are maintained in the Vehicle and that the tyres are properly inflated;
- 6.2.9 ensure that when unattended the Vehicle is kept locked and any alarm set if fitted is activated and is appropriately protected against adverse weather conditions;
- 6.2.10 not (and shall procure that any additional driver shall not) hold himself out or purport to act as the agent of Owner for any purpose whatsoever;
- 6.2.11 ensure that no provision of any statute, statutory instrument or regulation relating either to the Vehicle or its use is contravened;
- 6.2.12 ensure that no act or omission occurs that might result in liability of the insurer under the Insurance Policy being avoided; and

- 6.2.13 ensure that in all respects proper care is taken of and in the use of the Vehicle.
- 6.3 The Hirer shall return the Vehicle to the Owner on the earliest of the date when the Hirer's own vehicle has been repaired and is roadworthy and the occurrence of an Event of Default and in any event, on a date not more than 12 weeks beginning with the date of this agreement. The Hirer shall inform the Owner by telephone at the telephone number set out overleaf of the exact Return Date and location, which shall be within Great Britain, for collection of the Vehicle by the Owner.

- 6.4 Without prejudice to any other rights of the Owner, the Owner may at any time after the occurrence of an Event of Default and without notice, retake possession of the Vehicle together with the insurance certificate of the Owner and for such purpose may enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall upon demand fully and effectively indemnify the Owner against all losses, liabilities, damages, costs, actions, claims or demands which it may incur or may arise directly or indirectly out of or in relation to such retaking of possession.

## 7 Insurance

- 7.1 Subject to condition 7.2, the Hirer shall be covered and shall pay the amount specified on the front of this Agreement under the Owner's insurance policy a copy of which may be inspected at the Owner's offices.
- 7.2 If this Agreement specifies that the Hirer shall not be covered by the Owner's insurance policy then the Hirer undertakes to ensure that the Vehicle is insured throughout the Hire Period in its full value against loss or damage (including windscreen damage) by vandalism, accident fire or theft under a comprehensive policy of insurance approved by the Owner. The Hirer shall supply a copy of the policy to the Owner and at the Owner's request shall instruct the insurers to endorse the Owner's name thereon.
- 7.3 The Hirer shall procure that any compensation under the said insurance is paid directly to the Owner and shall be liable to compensate the Owner for any loss or damage suffered by the Owner in excess of the monies (if any) paid to the Owner by the Hirer's insurers.

## 8 Accidents

- 8.1 If the Vehicle is involved in an accident the Hirer shall:-
- 8.1.1 report such accident to the police and to the Owner within 24 hours of such accident;
- 8.1.2 not admit and procure that no additional driver shall admit liability to any person in respect of such accident;
- 8.1.3 take and give in writing to the Owner the names and addresses of all witnesses;
- 8.1.4 promptly complete and deliver to the Owner the relevant accident report form;
- 8.1.5 promptly deliver to the Owner any document relating to any actual or possible legal proceedings arising out of such accident;
- 8.1.6 upon demand render all assistance to the Owner and its insurers in relation to the conduct of such proceedings including, without prejudice to the generality of the foregoing, permitting such proceedings to be brought by the Owner in the name of the Hirer.

## 9 Payment

- 9.1 Save where the Owner has agreed to provide credit pursuant to Condition 10, the Hirer shall pay to the Owner the Hire Charges at the end of the Hire Period.
- 9.2 If the Hirer fails to pay the Owner the Hire Charges in full within 14 days after the end of the Hire Period, interest on the outstanding amount at the Interest Rate shall accrue on a daily basis both before and after any judgement, from the due date for payment under condition 9.1 until the date of actual payment.

## 10 Credit on the Hire Charges

- 10.1 Where a Claim exists the Owner may at its complete discretion, and subject to the provisions of this Condition 10, allow the Hire Charges to remain outstanding until a date identified under the terms of Condition 10.3 below, being on or before the expiry of 51 weeks after the date of this Agreement ("the Credit Period").
- 10.2 The Hirer agrees to pay to the Owner interest on any outstanding Hire Charges at the Interest Rate from the due date for payment of the Hire Charges provided for in Condition 9.1 until the date of actual payment. Such interest will be paid on payment (or final payment) of the Hire Charges.
- 10.3 The Hire Charges, together with interest on them, shall become immediately due and payable by the Hirer in a single payment upon the occurrence of the earliest of the following events:
- 10.3.1 the day which is 51 weeks beginning with the date of this Agreement;
- 10.3.2 to the extent of a maximum of one interim payment in respect of the Claim, upon payment of the interim payment;
- 10.3.3 upon final settlement of the Claim;
- 10.3.4 upon dismissal, discontinuance or striking out of any legal proceedings brought by the Hirer in respect of the Claim;
- 10.3.5 upon the occurrence of an Event of Default; or
- 10.3.6 upon any breach by the Hirer of the terms of this Agreement.
- 10.4 Apart from the payment under the terms of sub-clause 10.3 or under the Hirer's statutory right to early settle the credit by making payment of the whole of the balance outstanding, the Hirer will not be entitled to make any payment to the Owner by way of repayment of the credit advanced. In consequence, in no circumstances will the payments by the Hirer exceed two in number (being the payment under sub-clause 10.3.2 and the payment under 10.3.).
- 10.5 The Hirer agrees to take all reasonable steps to pursue the recovery of the Claim and without limitation agrees:
- 10.5.1 to instruct solicitors to pursue the claim and, if so advised, to issue court proceedings;
- 10.5.2 to give all possible assistance to the said solicitors in pursuing the Claim; and
- 10.5.3 to seek the advice of the said solicitors and if so advised to instruct the said solicitors to seek an interim payment in respect of the Claim.
- 10.6 The Hirer agrees to give irrevocable instructions to the solicitors referred to in 10.5 to pay the Hire Charges and interest thereon directly to the Owner out of any monies recovered in respect of the Claim. Nothing in this clause shall entitle the Hirer to make any more than two payments to the Owner being the payment under sub-clause 10.3.2 and the payment under clause 10.3.
- 10.7 The Hirer undertakes to inform the Owner within seven (7) days of the occurrence of any event referred to in Condition 10.3.

## 11 Events of Default

- The following shall constitute events of default under this Agreement:
- 11.1 the Hirer becoming bankrupt or making a proposal for an Individual Voluntary Arrangement (If an Individual) or, if a company, any resolution being passed for the appointment of a liquidator, or any decision being reached by the directors of the Hirer to seek the appointment of an administrator or the appointment of a receiver to any material part of the Hirer's undertaking; or
- 11.2 the Hirer committing or being in breach of any of his obligations under this Agreement.

## 12 Entire Agreement Clause:

- 12.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- 12.2 Each of the parties acknowledges and agrees that on entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not).
- 12.3 Nothing in this Condition shall operate to limit or exclude any liability for fraud.

## 13 Governing Law and Jurisdiction and Notices

- 13.1 This Agreement shall be governed by English law and any disputes arising out of this Agreement shall be referred to the non-exclusive jurisdiction of the English Courts.
- 13.2 Any notice required or permitted to be given by or under this Agreement shall be given by delivering the same or by sending it in a pre-paid envelope by first-class post to the address of the party in question as set out overleaf and any such notice shall be deemed to be served in the case of personal service at the time of delivery to the party concerned and in any other case 5 days after the time at which it is put in the post and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted.