

TERMS AND CONDITIONS OF LOAN/HIRE

- 1.** *I agree to maintain the vehicle at my expense and keep it in good condition and repair throughout the period that it is on loan or hire to me.*
- 2.** *I will observe and check daily all water, oil and antifreeze levels.*
- 3.** *I will be responsible for all fuel, oil and other consumables during the period of time the vehicle is in my possession.*
- 4.** *The vehicle will only be driven by me or a driver authorised by me. All drivers must have a full valid UK driving Licence.*
- 5.** *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 so as not to render the insurance void or voidable*
- 6.** *I will not use the vehicle outside the uk.*
- 7.** *I will not sell, pledge , charge , assign , encumber or otherwise dispose of the vehicle or attempt to do so.*
- 8.** *I will not use the vehicle or permit vehicle to be used for any unlawful purpose otherwise contrary.*
- 9.** *I will give immediate notice to the repairer of any damage to the vehicle or any theft, seizure, or loss of possession of the vehicle.*
- 10.** *I will pay to the hirer on demand all losses, expenses and costs, including all legal or other expenses incurred by the repairer in enforcing any other terms and conditions of this agreement.*

- 11.** *If, during the course of the loan,*
 - 11.1** *The customer is in default of any of their obligations under this agreement.*
 - 11.2** *The customer becomes apparently insolvent or seeks or attempts to seek relief under statute for the relief of insolvent debtors.*
 - 11.3** *The customer abandons the vehicle or does or suffers anything whatsoever which in the repairer's opinion would or might have the effect of jeopardising the repairer's property in the vehicle. The repairer may forthwith terminate this agreement.*

- 12.** *Any termination of this agreement shall be without any prejudice to any right of the repairer in respect of this agreement committed by the customer prior to the date of such termination.*
- 13.** *If the customer fails to return the vehicle to the repairer upon the expiry or termination of this agreement it shall be lawful for the repairer or its servants or agents (at the cost of customer) to retake possession of the vehicle wherever located and to require payment for the fee under clause 17.*
- 14.** *The vehicle shall remain the property of the repairer and the customer shall have no right to the vehicle or other than as a customer.*
- 15.** *I shall not do or permit to cause to be done any manner of thing whereby the rights of the repairer are or may be prejudicially affected.*
- 16.** *I acknowledge that during the currency of this agreement and for the purposes of the Road Traffic Act 1991 and the Road Traffic Offenders Act 1988 I shall be liable as the owner of the vehicle under the terms of this agreement for any offences committed by myself or any other persons authorised by me to drive the vehicle.*
- 17.** *I will return the vehicle to the repairer within 24 hours of the repair to my vehicle being completed unless otherwise agreed. If I do not do so, I shall pay the repairer a fee for any day or part during which the vehicle remains unreturned.*
- 18.** *I (defined in this declaration as "I" or "the customer") acknowledge that the vehicle is the property of the repairer and is used by me subject to the terms and conditions above, I agree that this agreement commences at the date and time overleaf.*
- 19.** *If signing on behalf of a company, firm, club, society trust or unincorporated association I confirm that I have actual authority to do so and that the body concerned will be bound by and observe and perform all the terms and conditions of this agreement.*
- 20.** *I agree and understand that Allington's reserve the right to terminate the Loan/Hire at any time.*
- 21.** *I agree and understand that a fee may be incurred for this vehicle Loan.*

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