

**LEEDS COMMERCIAL LIMITED – APPLICATION FOR A CREDIT ACCOUNT**  
**(LC VEHICLE HIRE WEBSITE)**

Business Name		Type of Business
Address		Date First Established
Postcode		Company Registration No.
Names of Previous or Associated Companies		Operators Licence No.
Registered Office Address if different		Directors Names
Office Telephone No. Office Fax no.		Credit Limit Requested
Accounts Department contact details if different Address  Telephone no. Fax No. Contact Name Email address for receipt of Statements (sent out twice monthly)		
Please supply details of Two Trade References Name of Company Tel Fax How long have you been dealing with them ?	Reference 1	Reference 2
Your Bank Details Name of Bank Branch Address  Postcode		Sort Code  Account Number

**INSURANCE**

We require hirers to make their own arrangements for comprehensive insurance to cover hired vehicles.

**Please enclose a copy of the Insurance certificate and complete the attached Form of Indemnity**

**PAYMENT TERMS**

Terms are subject to assessment and agreement during the application process.

Statements are sent out mid-month and at month end and, details the payment due dates. We will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act if your account is not paid according to agreed credit terms.

Please read our terms of business and sign.....

Print Name and Position.....Date.....

# Form of indemnity own insurance



## Section One

From:

name of company:	<input type="text"/>		
address:	<input type="text"/>		
	<input type="text"/>		
tel:	<input type="text"/>	fax:	<input type="text"/>
company reg no:	<input type="text"/>	VAT no:	<input type="text"/>

This is to confirm that we wish to use our own insurance to cover the following vehicle(s) or any additional or replacement vehicle(s) hired by us from you, \*as specified in the schedule overleaf or \*as per the attached sheet.

\*please delete as appropriate

## Section Two

Details of our insurance policy are as follows:

policy no:	<input type="text"/>	expiry date:	<input type="text"/>
insurance company name:	<input type="text"/>		
insurance company address:	<input type="text"/>		
	<input type="text"/>		
tel:	<input type="text"/>	fax:	<input type="text"/>
policy cover:	<input type="text"/>	excess:	<input type="text"/>
broker/contact name:	<input type="text"/>		
broker/contact address:	<input type="text"/>		
	<input type="text"/>		

We hereby undertake that the hired vehicle(s) will at all times during the rental period and any extension thereof be covered by the above motor insurance policy, providing fully comprehensive cover in the full replacement value against all normal risks and which is valid under the laws of the United Kingdom and any other country in which the vehicle(s) is/are to be used.

In addition for those vehicles on our insurance for more than 15 days the under signed agrees to update the motor insurance database with details of the registration number, dates during which the vehicle was insured and the policy number without delay. Failure to report vehicles could mean that you are guilty of an offence and liable on summary conviction to a fine of up to £5,000.

We also undertake that any driver(s) using the vehicle(s) during that period will be approved by us and will hold a valid current licence and will be duly permitted under the said policy of insurance.

We further undertake to indemnify you against all claims, liabilities, losses (including loss of use), damages and expenses which you may incur arising from any breach of the above undertakings or otherwise arising from our hire and use of the vehicle notwithstanding any claim which you may have against the insurance company or any third party.

We also agree to notify you of any changes to our insurance company, broker or policy cover.

name:	<input type="text"/>	position:	<input type="text"/>
signature:	<input type="text"/>	date:	<input type="text"/>

To: (name of vehicle hire company) \_\_\_\_\_

# Terms and Conditions

## 1. Your contract with us

Please read this agreement carefully. If there is anything you do not understand, ask a member of staff to explain it.

When you sign our rental agreement, you accept the conditions set out in this rental agreement.

## 2. Rental period

You will have use of the vehicle for the period shown in the agreement. We may agree to extend this rental period, but the total rental duration will not be for more than 30 days.

If you do not bring back the vehicle at the time and date specified in your rental agreement, you will be in breach of a condition of this agreement. We can charge you for every day or part of the day you have the vehicle after you should have returned it to us. We will charge you a daily or hourly rate (which will be shown at the place you have rented the vehicle from) until we get our vehicle back. If you do not keep to the conditions of our agreement, we can ask you to bring back the vehicle before the date and time we have agreed with you. To do this we will give you written notice in person or send it to an address you have given on our rental agreement, including an email address, or via text message to your mobile phone, if provided. Once we have given you the notice in person, you will no longer have our permission to have the vehicle. If we send the notice via email or SMS, you will no longer have our permission to have the vehicle. If we send you notice via first class post, two working days after we have posted it you will no longer have our permission to have the vehicle. We may then take back our vehicle. If we believe you have given us false information which was material to the decision to rent the vehicle to you, we may take back the vehicle without giving you any notice. You will be required to arrange collection of the vehicle in these instances.

## 3. Your responsibilities

a) You must inspect the vehicle and any accessories, such as a satellite navigation system, we provide before you take the vehicle. If you are not satisfied with the vehicle or any accessories or if you do not think the condition of the vehicle meets our pre-rental inspection report, you must notify the office where you rented the vehicle from. In the absence of such notice, it shall be deemed that you received the vehicle and any accessories in perfect working order.

b) You must take care of the vehicle, any accessories and the keys or other locking device (including any apps which can be used with the vehicles) for the vehicle. You agree to return the vehicle in the same condition in which you received it. You must always lock the vehicle when you are not using it, and use any security device which is fitted or supplied with the vehicle. You must always use your best endeavours to protect the vehicle against adverse weather conditions which could cause damage to the vehicle. You must make sure that you use the correct fuel and fluids in the vehicle. If the vehicle is electric or plug-in hybrid you must charge the vehicle in accordance with the instructions provided.

c) Depending on section 8 of this agreement ('Our motor insurance and damage protection programme'), you are responsible for any damage to the vehicle. You must pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include the cost of any damage inside and outside the vehicle, cleaning costs if the vehicle is very dirty, and replacement or repair of any items or accessories provided to you.

d) You must not sell, rent or dispose of the vehicle, any of its parts or accessories. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.

e) You must not let anyone work on the vehicle without our written permission.

f) You must let us know as soon as you become aware of any defect with the vehicle, or if the vehicle is stolen or involved in an accident or broken down. Failure to notify may result in you breaking this agreement and liable to paying costs we incur.

g) If we have agreed to drop off the vehicle at an address you have given us, you will be responsible for the vehicle from the time we drop it off at this address.

h) Unless we have agreed to collect the vehicle from you, you must return the vehicle to the location or rental branch we agreed. You must return it during the published opening hours or at a time and place we tell you. When you return the vehicle, our staff must check its condition. If we have agreed to allow you to return the vehicle outside of our opening hours, you will stay responsible for the vehicle and its condition until our staff have checked it at the earliest opportunity the following day. We may need to clean the vehicle before our staff can check its condition. The security guards are not in our employ and are not permitted to check in or out any vehicle.

i) You must not carry any object or substance which, because of its condition or smell, may harm the vehicle or delay us renting or selling it.

## 4. Our responsibilities

a) We will identify and tell you about any existing damage to the vehicle before you sign this agreement.

b) The vehicle you have hired may be fitted with a tracking device, and by signing this agreement you agree that we have your consent to record and use any data we collect. The tracking device will be used to ensure safe and compliant operation of the vehicle in line with the terms of this agreement. If the vehicle is not returned on the agreed date, time and place we will use the data recorded on the device to recover our vehicle.

c) We have maintained the vehicle to at least the manufacturer's recommended standard. The vehicle is roadworthy and suitable for you to use at the start of the rental period.

d) We are responsible if someone is injured or dies as a result of our action or failure to act. We are also responsible for any loss you suffer as a result of us breaking this agreement, if we could have predicted your loss at the time this agreement started and it is a result of us breaking this agreement. We are not responsible for any indirect losses which occur as a side effect of the main loss and which we or you could not have predicted, such as loss of profits or loss of opportunity (for example not being able to go to a business meeting or catching a flight).

## 5. Property

We are only responsible for loss or damage to property in the vehicle if the loss or damage is a result of our neglect or if we have broken this agreement. You are responsible for removing your personal belongings, including your data, from the vehicle at the end of the rental period, as we are not responsible for any items/data you leave in the vehicle. If you do leave items in the vehicle, we may agree to keep them for you to collect within a reasonable time. We may charge you reasonable costs for storing the items.

## 6. Conditions for using the vehicle

a) Only you, any driver named on the rental agreement, and anyone we have given written permission to, can drive the vehicle. Anyone driving the vehicle must have a full driving licence which is valid in the European Economic Area for the type of vehicle you are renting.

b) You must not rent the vehicle to anyone else. You must also not use the vehicle or let someone else use it:

- for any illegal purposes or in a way which would cause nuisance;
- to carry passengers for a fee (except for minibuses which you have a valid operator's licence for);
- for driving lessons;
- to tow or push any vehicle, trailer or other object, without our written permission;
- for racing, pacemaking, or to test the vehicle's reliability, performance or speed;
- off roads or on roads unsuitable for the vehicle;
- if you or the driver has been drinking alcohol or taking drugs that would result in the vehicle being operated illegally;
- outside the United Kingdom, unless we have given you written permission and a Vehicle on Hire Certificate (VE103B);
- if it is loaded beyond the manufacturer's maximum weight recommendations;
- to carry unsecured loads;
- to carry more passengers than the vehicle was manufactured to legally carry; or
- to operate a goods vehicle or minibus without a valid operator's licence when required to do so.

## 7. Charges

We work out our charges using our current price list, which includes VAT (see the rental agreement).

You will be responsible for paying the following charges:-

a) The rental and any other charges we work out according to this agreement.

b) Any charge for loss or damage resulting from non-compliance, as set out in section 3 and 6 (above), including, where applicable, an administration fee to reflect reasonable administration costs which arise in dealing with these matters.

c) A refuelling service charge if you did not return the vehicle back to us with the agreed amount of fuel or electricity. The charge will be based upon the rates contained within this agreement or those at the location or rental branch you rented the vehicle from (or both). However, if at the time of signing the agreement, you have agreed to pay for a full tank of fuel and return the vehicle without refuelling, then no refuelling service charge shall be payable. You will not receive any credit for any unused fuel or electricity left in the tank or battery at the end of the rental period.

d) All charges, including legal and administrative costs for any road-traffic offence or parking (local authority or private), congestion or toll charges, or any other offence or charges involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. You are responsible for paying the appropriate authority or company for any charges and costs if and when they ask you or us for these payments. You will also be responsible for paying our reasonable administration charges for dealing with these matters. However, where it is not reasonably practicable to transfer liability for any such fine or charge, we may use our discretion to settle the fine or charge with the appropriate authority and re-charge you such amount together with an administration charge to reflect our reasonable administration costs. Should you wish to appeal, contest or dispute any such fine or charge we shall pass all relevant information to you and you must liaise directly with the appropriate authority or company to obtain any refund, where this is possible.

e) The reasonable cost of repairing any damage to the vehicle which was not noted at the start of the agreement, whether you were at fault or not (depending on section 4). You will also be responsible for paying the reasonable cost of replacing the vehicle if it is stolen or written off, depending on any insurance or cover you have (as set out in section 8 below), if and when we demand this payment. You will also be responsible for paying our reasonable administration charges for dealing with this matter. Should we consider damage to the rental vehicle to be caused by your gross negligence, serious carelessness, or deliberate misuse, then we reserve the right to recharge the full cost of repairs regardless of the cover that has been taken out, e.g. driving the vehicle illegally or driving through a flood. Any call out for a customer induced fault, (e.g. losing the key to the vehicle) could lead to additional charges being applied to the rental agreement.

f) A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, if it is a write-off (it cannot be repaired), or if it has been stolen and we are waiting to receive a full payment of the vehicle's value.

g) We will only charge you for loss of income if we cannot get back our losses under the damage protection programme, as explained in section 8. We will charge you at the published daily or hourly rate, and we will never charge you for more than 90 days rental charges. In addition, we will also make suitable deductions for any costs which we have avoided during the period that the vehicle cannot be rented, up to a maximum of 90 days. We will always do everything we can to make sure we repair the vehicle or get back our costs as soon as possible.

h) Any recovery charges arising from the Driver and Vehicle Services Agency (DVSA), HM Revenue & Customs (HMRC), the police, or any other organisation or their agents, who have seized our vehicle while on hire to you. You will also have to pay us a loss-of-income charge while we cannot rent out the vehicle.

i) Any published rates for delivering and collecting the vehicle, a charge for an extra driver or returning the vehicle late, and charges for accessories such as child car seats, satellite navigation systems and other similar items.

j) Interest, which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate as published by Barclays Bank. We will publish this rate from time to time.

k) You are responsible for any loss or damage to additional equipment hired at time of rental including but not limited to satellite navigation equipment, baby seats etc.

l) We will work out all charges in line with this agreement, and they will include VAT (if this applies).

You are responsible for all charges, even if you have asked someone else to be responsible for them.

## 8. Our motor insurance and damage protection programme

You can get full details of our damage protection programme from the office you rented the vehicle from, or from our website.

If we arrange separate motor insurance, we will give you information on the motor insurance cover and any restrictions which may apply. Otherwise, the conditions of our motor insurance and damage protection programme will apply. By putting your initials in the appropriate box on the rental agreement, you are confirming that you have read the conditions of our motor insurance and damage protection programme and accept the conditions.

We have a legal responsibility to have third-party motor insurance. This provides cover for claims if you injure or kill anybody, or damage their property. Cover for damage to property is limited to £1,000,000.

We will provide cover for loss or damage to the vehicle if you have ticked the box marked 'Collision and loss damage waiver' on the rental agreement. Even if you accept this, you still have to pay an amount up to the 'responsibility amount' every time you damage the vehicle. The following are not covered by the collision and loss damage waiver and you will be responsible for the full cost of repair: 1) Roof Damage

The responsibility amount you have to pay in each case is shown on the rental agreement. We will provide cover for theft and damage to the vehicle caused during a theft or attempted theft, if you have ticked the box marked 'Theft waiver' on the rental agreement. Even if you accept this, you still have to pay an amount up to the 'responsibility amount' if the vehicle is stolen.

We will, if available, provide personal accident insurance, personal belongings insurance and goods-in-transit insurance on a non-advised basis. You are responsible for deciding whether these products are suitable for your needs. We are not responsible if the product does not meet your needs.

## 9. Your own insurance

If we have agreed to fill in the appropriate box on the rental agreement prior to the conclusion of the rental agreement, you may arrange your own motor insurance to cover your legal responsibility for any loss or if the vehicle is stolen or damaged for the full period you are renting the vehicle for and third party liability. You must prove that this motor insurance is valid and sign the confirmation on the rental agreement. We have the right to agree:

- the amount of cover you arrange;
- the type of policy you choose; and
- the insurer you choose.

We must be satisfied with the motor insurance cover and policy conditions, and you must not change them. We may ask your insurers to record our name as owners of the vehicle. If the vehicle is damaged or stolen, we will negotiate any settlement for loss or damage with your insurers, and we will receive any money they pay out. This includes allowing us to take legal action in your name and defending any proceedings taken against you. You are responsible for paying the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or someone else makes a claim.

It is your responsibility to ensure details of all vehicles supplied by us for a period of more than 14 days are entered onto the Motor Insurance Database within 3 days of the vehicle being supplied to you. If we receive any notices or penalties relating to the vehicle being uninsured then we will ask you to pay our reasonable costs for dealing with them.

## 10. What to do if you have an accident or the vehicle is stolen

If you are involved in an accident, you must not admit that you are responsible. You should describe the situation as fully as possible when you are asked to do so by the police and the rental company. You should get the names and addresses of everyone involved, including witnesses. You should also:

- make sure the vehicle is secure;
- tell the police straight away if anyone is injured or if there is a disagreement over who is responsible; and
- make sure the vehicle is secure;

You must then fill in our accident report form and send it to our address shown on the rental agreement.

If the vehicle has been stolen, you must tell us as soon as possible and confirm this in writing as soon as reasonably possible. You or any authorised drivers will also need to:

- get the names and addresses of any witnesses and give them to us;
- send us any notices or other documents relating to any legal proceedings arising out of the theft or loss;
- help us and our insurers in any legal proceedings, including allowing us to take legal action in your name and defending any legal action taken against you; and
- give us back all keys and report the theft or loss to the police as soon as reasonably possible.

## 11. Data protection

By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to analyse statistics, for market research, credit control and to protect our assets.

You agree that if you break the terms of this agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the General Data Protection Regulation (GDPR).

## 12. Ending this agreement

a) We will end this agreement if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We may end this agreement if you do not meet its main conditions.

b) If you are a company, we will end this agreement if:

- you go into liquidation;
- you call a meeting of creditors;
- we find out that your goods have been taken away from you until you pay off your debts; or
- you do not meet any of the conditions of this agreement.

c) If we end this agreement it will not affect our right to receive any amount you owe us under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main conditions of this agreement. We can repossess the vehicle and charge you a reasonable amount for doing so.

d) Should any amount become overdue the company shall have the right to demand immediate payment of all amounts owing where as they are overdue or not and further rentals may be suspended by the company.

## 13. The law

We aim to deal with all disagreements fairly and calmly. If we cannot deal with a disagreement, we may take the matter to the BVRLA's conciliation service. This agreement is governed by the laws of the country in which you signed it. Any disagreement may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.



**URGENT PLEASE BE AWARE**  
**THEFT BY DECEPTION**

Instances of thieves imitating vehicle hire and lease companies are on the increase, calling either by phone or just on spec at a customer's premises to arrange collection of vehicles for inspection/service/MOT and hoping that keys will be handed over and then they drive away with the vehicle for it never to be seen again. This is a nationwide issue that is affecting truck dealers, hire companies and any operator of vehicles.

They are often very convincing and brazen usually calling by phone first to say they are from the vehicle owner or the hire company and that they want to collect a vehicle for service / MOT or any other routine maintenance work. They then work on the proviso that ID will not be checked or a phone call made to the hire/lease company to check that they are who they say they are.

We have introduced a new system that we ask you to please adhere to. In all circumstances contact the hiring depot before releasing any vehicle to confirm that the driver in front of you is actually our driver and that he has the same collection ticket number that you have been provided with on email from us when we confirm the collection.

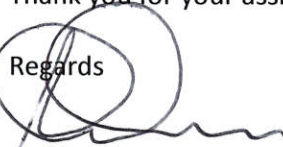
- 1/ If hiring a vehicle from us please confirm this by e-mail with a covering order number**
- 2/ If off hiring a vehicle we will give you an off-hire number at the point you call us to off hire the vehicle that ticket number will then be used if we are collecting the vehicle.**
- 3/ If someone says they are from LC Vehicle Hire when they either call by phone or appear at your premises to collect a vehicle please check who they are and their relevant ID.**

We have for some time been requesting an email from yourselves confirming any booking or any off hire which is something you are all now used to doing. We do still get some customers that see this as extra work but it is in fact done in an attempt to prevent thieves claiming to be from us or your company.

All of our drivers have a full LC Vehicle Hire uniform and carry identity cards at all times. If you have any doubt about a vehicle collection being made on behalf of LC Vehicle Hire and the above system please check with us first and **DO NOT RELEASE THE VEHICLE**

Please can you circulate this e-mail internally to everyone in your organisation involved with collection or delivery of vehicles and of the importance of this issue and the process to follow.

Thank you for your assistance in this matter

Regards  


Pat Graham  
Operations Director

**Leeds Commercial Limited (T/A LC Vehicle Hire) Registered Office**  
**The Roundhouse, Wellington Road, Leeds, LS12 1DR | Tel: 0113 243 5964**

VAT Reg No. 169 1138 56 Registered in England No. 587618



**Barnsley Depot**  
Platts Common Ind Estate  
Barrowfield Road  
Hoyland, Barnsley  
S74 9TH  
**01226 745 600**

**Bradford Depot**  
420 Tong Street  
Bradford  
BD4 6LP  
**01274 471 900**

**Bristol Depot**  
113 Burcott Road  
Sevenside Trading Estate  
Avonmouth, Bristol  
BS11 8AF  
**0117 938 6110**

**Manchester Depot**  
52 Kansas Avenue  
Salford  
Manchester  
M50 2GL  
**0161 873 8048**

**Sherburn Depot**  
Moor Lane Trading Est  
Sherburn in Elmet  
Leeds  
LS25 6ES  
**01977 685 113**