

MER-TECH COURTESY VEHICLE AGREEMENT (MAXIMUM PROTECTION VERSION)

This Courtesy Vehicle Agreement (“Agreement”) is a legally binding contract between Mer-Tech (“the Company”) and the Customer (“you”). By signing this Agreement and/or taking possession of the Vehicle, you agree to be legally bound by all terms set out below.

- 1. Eligibility and Licence:** A valid full UK driving licence must be produced prior to release. You warrant that you are legally entitled to drive and have disclosed all relevant endorsements or disqualifications.
- 2. Insurance:** You are solely responsible for ensuring comprehensive insurance cover for the Vehicle during the entire period of possession. All excesses and policy terms apply. In the event of uninsured or underinsured use, you shall be personally liable for the full replacement value of the Vehicle and all associated losses.
- 3. Security Deposit / Card Pre-Authorisation:** The Company reserves the right to take a refundable security deposit or obtain a pre-authorisation on a debit/credit card prior to release of the Vehicle. The deposit may be retained or applied toward any unpaid charges, excess amounts, damage, fines, cleaning, loss of use, administrative fees or other sums due under this Agreement. Any remaining balance will be refunded once the Vehicle is inspected and all liabilities determined.
- 4. Multiple Drivers – Joint and Several Liability:** Where more than one driver is authorised, each driver shall be jointly and severally liable for all obligations, losses, damages and charges arising under this Agreement. The Company may pursue any one or all drivers for the full amount owed.
- 5. Business Customers – Personal Guarantee:** Where the Customer is a company, partnership or other business entity, the signatory to this Agreement personally guarantees payment of all sums due and performance of all obligations under this Agreement. This guarantee is continuing and enforceable irrespective of the solvency or status of the business entity.
- 6. Indemnity:** You agree to fully indemnify and hold harmless the Company against all claims, liabilities, losses, damages, penalties, fines, legal costs and expenses arising directly or indirectly from your use or possession of the Vehicle.
- 7. Hire Charges:** The Vehicle is free for the first 72 hours only. Thereafter £10 + VAT per day applies for days 4–10 and £25 + VAT per day thereafter unless otherwise agreed in writing.
- 8. Late Return:** Failure to return within 24 hours of notification of completion of repairs will incur £30 + VAT per day plus any consequential losses including replacement hire costs.
- 9. Fuel and Mileage:** Fuel must be returned at no less than supplied level. Shortfalls charged at £30 + VAT per quarter tank or £15 + VAT per digital bar. Mileage limited to 50 miles per day average. Excess charged at £0.25 per mile.
- 10. Damage and Loss of Use:** You accept full responsibility for all damage, loss, theft or diminished value occurring during your possession, regardless of fault. You are liable for repair costs, recovery, storage, loss of use and administrative costs.
- 11. Fines and Charges:** You are liable for all congestion charges, tolls, parking penalties, speeding fines, emission charges and any statutory penalties incurred during your possession. An

administration fee of £25 + VAT per incident applies. You consent to disclosure of your details to authorities.

12. Cleaning, Smoking and Animals: Smoking and animals are prohibited. Professional cleaning charges of £75 + VAT apply for contamination. Excess dirt preventing inspection incurs £20 + VAT.

13. Keys and Breakdown: Locked-in keys £50 + VAT call-out. Lost keys charged at full replacement and coding cost. Breakdown costs not covered by warranty are your responsibility.

14. Payment and Interest: All sums due must be paid in full before release of your repaired vehicle. The Company reserves the right to charge statutory interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at 8% above the Bank of England base rate, accruing daily, together with reasonable recovery costs.

15. Recovery and Enforcement: The Company reserves the right to recover all unpaid sums, damages, legal costs and interest through court proceedings if necessary.

16. Governing Law: This Agreement is governed by the laws of England and Wales and subject to the exclusive jurisdiction of its courts.

17. Entire Agreement: This document constitutes the entire agreement relating to the courtesy vehicle and supersedes prior discussions or representations.

Customer Name: _____

Business Name (if applicable): _____

Authorised Drivers: _____

Signature: _____

Date: _____