



GOLF BUGGY HIRE AGREEMENT

Any dispute concerning the interpretation of the terms exceptions or conditions of this Agreement shall be resolved in accordance with the jurisdiction of the territory in which this Agreement was issued. These terms and conditions apply to all hires to the exclusion of any other terms and conditions previously issued.

1. In this Agreement the following terms shall have the meanings hereby respectively assigned to them:

Hirer	The person or company named on this Hire Agreement which shall be the driver of the Vehicle.
Lessor	Black Country Metal Works Limited (company registration number: 05709874) Hirer and Lessor together referred to as "the Parties"
Hire Agreement	The terms and conditions, including the signed statement at the end of this Hire Agreement, which confirms to the Hirer the details of the Vehicle Rental Period, Rental Charges and such other information as the Lessor may provide to the Hirer in relation to the rental of the Vehicle(s).
Vehicle	The original vehicle described on the Hire Agreement (or any replacement vehicle).
Rental Period	The period of time as stated on the Hire Agreement.
Rental Charges	The hire charges for the Rental Period calculated in accordance with the Lessor's current tariff, shown on the Hire Agreement or such other rate agreed between the Parties in writing.

2. The Hirer acknowledges that the Vehicle is fit for his purpose and is in good condition and undertakes to return it and any accessories in the same condition, fair wear and tear excepted, to the place and at the time due back as agreed.
3. Whether the Hirer has driven and/or operated a similar vehicle previously it is a requirement to receive the following:
 - a. Demonstration of the controls
 - b. Driving lesson performed by a member of the Lessor's team
4. During the Rental Period the Hirer shall:
 - a. Test the brakes prior to moving out of the immediate parking area
 - b. Keep the Vehicle and its accessories safely in his/her possession.
 - c. Be the sole driver of the Vehicle
5. The Hirer shall ensure that the Vehicle will not be used:
 - a. To transport any person under the age of 18
 - b. To transport any animals of any kind

- c. For the carriage of passengers for hire or reward
 - d. For any illegal purpose
 - e. For any driving not considered sensible, such as (but not limited to) driving up or down slopes, driving with excessive speed or recklessly, driving into restricted or staff-only areas
6. **The Hirer must not, at any point, leave the British Ironwork Centre site in any direction and must abide by the site's speed limits.**
7. The Hirer agrees to pay on demand:
- a. The Rental Charges upfront prior to the commencement of the hire
 - b. Any charge, upon return, as set out in the Rental Charges, such as for lost keys or valeting
8. The Hirer shall:
- a. Inform the Lessor immediately of any loss of or damage to or fault developing in or from the Vehicle
 - b. Indemnify the Lessor against any loss or damage:
 - i. Incurred by reason of any breach of this Agreement by the Hirer
 - ii. Arising from the loss of or damage to any property left stored or transported in or upon the Vehicle
9. In the event of an accident:
- a. The Hirer shall immediately report any accident to the Lessor and deliver every document of any kind received by the Hirer relating to any claim connected with an accident or event involving the Vehicle
 - b. The Hirer shall not aid or abet any claim against the Lessor but shall assist the Lessor in investigating and defending any claim
- 10.
- a. The Vehicle will remain on hire to the Hirer until the Vehicle has been returned to The Lessor
 - b. The Vehicle will be deemed to be off hire when it is delivered into the possession of the Lessor during business hours, the keys of the Vehicle have been handed to a duly authorised representative of the Lessor and the Hire Agreement Rental Return has been signed by the Parties
 - c. If the Vehicle is returned after the Rental Period stated in this Agreement a late charge will apply as per the Rental Charges Tariff
11. The Lessor may demand the return of the Vehicle at any time.
- 12.
- a. The Hirer is responsible for all damage to the Vehicle.
 - b. The Hirer is responsible for any damage caused to tyres and tubes (fair wear and tear excepted)
 - c. The Hirer is responsible for breakages to windscreens or windows.
 - d. The Hirer shall have exclusive possession, use and control of the Vehicle for the duration of the Agreement and the Hirer shall assume exclusive responsibility to members of the public and their pets visiting the site
 - e. The Hirer undertakes to drive and use the Vehicle in a skilful, considerate and careful manner at all times
 - f. The Hirer is responsible for keeping the Vehicle's key secure
13. The Lessor shall be liable to the Hirer for direct loss only as herein provided. It is agreed and acknowledged by the Hirer that the Lessor shall not be liable for any indirect or consequential loss whatsoever, howsoever arising. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or other liability of the Lessor which cannot be excluded as a matter of law.
14. The Hirer is responsible for operating the Vehicle legally.
15. In the unlikely event that the Vehicle requires replacing during the Rental Period, the Lessor shall replace in the first instance or refund if a replacement is not possible, for the remaining duration of the Rental Period plus any time lost.
16. Any additions to or alterations of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the Parties.