



know what you're **renting**

for your personal and commercial safety





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introduction

As a commercial vehicle operator you work in one of the most highly regulated industry sectors. You support the regulations because you recognise the importance of the health and safety of your employees and the maintenance of a safe working environment.

The BVRLA is now able to help you one step further when it comes to renting or leasing a commercial vehicle. Not only do BVRLA Members wear the 'Quality Assured' badge, they also operate with integrity and provide real value for money.

This guide has been designed for use by you and by BVRLA Members. It helps both parties to be clear about the do's and don'ts of CV rental. For instance, it explains what you as a customer can expect from a BVRLA Member and what their obligations are to you when hiring a commercial vehicle. Likewise, the guide sets out practical advice and responsibilities for you while you are in possession of a rented vehicle. Following the guide will help both parties maintain the best possible practices in terms of safety and regulation.



obligations

Outlined below are the obligations on the Member and on the customer. By ensuring that these obligations are recognised and understood, misunderstandings will be curtailed if not eliminated altogether.

the Members' obligations

It is the responsibility of the Member to ensure that:

The vehicle has undergone a satisfactory pre-rental check, any faults have been rectified and it has been valeted. Please see the annexes for sample inspection reports.

Servicing is up to date.

Any necessary mechanical repairs to the vehicle have been carried out.

No major body damage exists which might constitute a GV9 offence. For further information on GV9 offences see the Department for Transport's Guide to Maintaining Road Worthiness (available on the DfT's website at www.dft.gov.uk).

Where accessories including first aid kit, tool-kit, etc., are present, they are in good condition. Members may provide spare wheels, however there is no legal obligation for them to do so. In the interests of safety Members often make the decision to ensure a breakdown service is provided to assist the customer rather than provide a spare wheel.

All legislation is complied with in respect of Vehicle Excise Duty, test certificates, periodic safety inspections and, in the case of HGVs, that the goods vehicle test certificate, the tachograph certificate, the speed limiter certificate and the last safety inspection report are available on request.

The customer is presented with a pre-rental inspection report detailing any damage present to bodywork, paintwork or vehicle interior for verification and signature of acceptance by the customer. The report should also confirm that the vehicle is in a roadworthy condition.

The customers' requests for necessary servicing and repair during the hire period are met with a prompt and positive response.

Details of the procedures to be followed in the event of breakdown or accident, including the phone number to use both during and outside working hours, are provided.

Make the contractual obligations of the customer clear, in easy to read and understandable language and provide a copy of the terms and conditions of the rental.

Provide information, preferably in the cab, on the weight (gross and axle) of the vehicle, its payload and dimensions. If the vehicle height exceeds three metres, there must be a notice in the cab, where the driver can read it. Under The Road Vehicles (Construction and Use) (Amendment) Regulations 1997, certain vehicles and trailers over three metres in height must display a notice in the cab and be fitted with a warning device.

Make the customer aware of the procedures for refuelling the vehicle at the end of the hire period and of any additional charges that could be incurred at the end of hire, for example, damage, road traffic offences, loss of use if the vehicle is impounded or off the road due to repairs being carried out, excessive cleaning is required or the correct hazardous waste certificate has not been obtained.

Provide guidance on how to use ancillary equipment, for example, grabbers, tail lifts, refrigeration units, tippers, etc.



the customers' obligations

The customer has a responsibility to ensure that:

Daily checks, relative to use, are carried out on all vehicle fluids, tyre pressures, wheel nuts, tyre tread depth and general vehicle condition.

The vehicle is regularly cleaned.

Driver(s) are qualified and competent to drive and operate the vehicle and are familiar with its equipment and maintenance, and are certified to carry out operational use with the vehicle where necessary.

The Member is advised of the following;

The mileage of the vehicle on a monthly basis

Any mechanical, electrical or other fault that requires rectification

Any deterioration in the mechanical, electrical or body work condition of the vehicle

Inform the Member of use of the vehicle and request permission before taking the vehicle abroad (if allowed to do so).

The Member authorises all mechanical, electrical or body repairs prior to work being carried out.

All replacement parts fitted to the vehicle are new and meet manufacturers' standards as per the original parts.

The vehicle is presented for servicing and/or inspection when advised to do so by the Member.

No alterations to the vehicle eg, drilling holes to fit racks, telephones, radios etc, are carried out without prior written approval from the Member.

When not being driven, the vehicle is made secure, parked in a safe location and the keys kept in a secure place.

The Member's livery and stickers are not removed from the vehicle, without the written permission of the Member.

The vehicle is not used for the conveyance of noxious or toxic substances, unrefrigerated foodstuffs, fish, offal or any other offensive or pungent smelling goods without prior written approval from the Member.

No accessories in, or on, the vehicle are removed or exchanged.

No signwriting or any form of livery is applied to the vehicle without the written permission of the Member.

The vehicle is not overloaded and that goods are stored safely and securely within the vehicle at all times.

Return the vehicle in a comparable state to when it was hired, subject to fair wear and tear. Members will use a fair wear and tear standard which will be available from them on request. In addition, the Association has fair wear and tear standards which may be adapted by the Member.

Inform the Member, (if it is responsible for the O Licence inspection requirements on your behalf), of any changes which occur to the servicing/inspection requirements.

If you are responsible for insuring the vehicle while it is on rent, you must make sure the appropriate cover is in place and an insurance indemnity form (please see Annex 4) should be completed.

If the vehicle is involved in an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses.

You should also:

- make the vehicle secure
- tell the police straight away if anyone is injured
- call the Member you rented the vehicle from immediately.

An accident report form must be filled in and sent to the Member as soon as practically possible.



legal obligations

Operators of goods vehicles find themselves working in one of the most highly regulated industry sectors. Operators support these regulations in recognition of the importance that they place on ensuring that vehicles are safely operated and do not endanger drivers, company employees, the environment or the general public.

Two areas are of key importance for operators of goods vehicles. These are the O Licence and Road Transport (Working Time) regulations. Customers can obtain further information on the O Licence regulations from the VOSA website, www.vosa.gov.uk and the Department for Transport website contains a comprehensive guide on the working time regulations at www.dft.gov.uk. In addition, each customer operating commercial vehicles over 3.5 tonnes for hire or reward will have a CPC holder (Certificate in Professional Competence) who should be fully informed of the applicable regulations.

Members can also find relevant Fact Sheets in the Members Only section of the BVRLA website, www.bvrla.co.uk.

O licence regulations

The main purpose of the Goods Vehicle Operator Licensing regime is to ensure the safe and proper use of goods vehicles and to protect the environment around operating centres.

An O Licence is required if you carry goods connected with any trade or business using a vehicle on a road with a gross plated weight of more than 3.5 tonnes.

This covers both 'own account' and 'hire and reward' operations and all types of commercial activity including local and public authorities, statutory undertakings and any other activity gainfully pursued. Privately operated goods vehicles are not covered. You use a vehicle if you are the driver or the owner, or the vehicle is in your lawful possession under an agreement for hire, hire purchase, or loan. You also use a vehicle if the driver is your employee or agent.



road transport (working time) **regulations**

The main purpose of the regulations is to regulate for how long a driver can operate a vehicle. The regulations cover limits on weekly working time (excluding breaks and periods of availability) and a limit on the amount of work that can be done at night. They also specify how much continuous work can be done before taking a break and introduce daily and weekly rest limits for the crew and travelling staff. The regulations are enforced through the use of a tachograph in the vehicle, which records the periods of use of the vehicle.

Vehicles provided by Members must have a calibrated, functioning tachograph. It is the responsibility of the operator to ensure its correct use.

the dispute **handling process**

On occasion, disagreements arise between a customer and a Member which cannot be settled directly. The BVRLA operates a conciliation service to resolve such disputes under its mandatory Code of Conduct.

BVRLA Members are obliged to ensure that their staff are instructed how to handle complaints in their dealings with the customer.

Unresolved disputes may be referred to the Association by the customer and/or the Member involved.

Details should be submitted in writing to:

The Director General,
British Vehicle Rental and Leasing Association,
River Lodge
Badminton Court
Amersham
HP7 0DD

All relevant details will be promptly forwarded by the Association to the appropriate Conciliation Committee, a body whose Members are appointed by the Committee of Management of the Association. Dependent on the nature of the dispute, each Conciliation Committee will consist of three Members from the relevant Rental, Leasing or Commercial Vehicle Committee.

Disputes referred to a Conciliation Committee will be actioned and its decision notified to the customer by the Association within 30 working days from the referral of the dispute to it.

Sample Vehicle Inspection Report

Rigid

Branch Location

Customer Details Account No

Name

Agreement No

Vehicle Reg No Speedo in

Name

VED rate: VED valid until:

maintenance inclusions

maintenance: inspection frequency:

refrigeration: tyre wear:

operating/servicing/inspection location

MOT due: next inspection due:

tacho due: tail lift due:

charging

date and time out: date and time in:

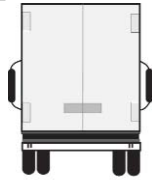
bill from: bill to:

fuel out: fuel in:

refrigeration unit engine hours

out: in:

out



comments out

checked by

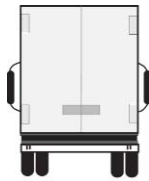
tyres	out		in	
	N/S	O/S	N/S	O/S
make	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
depth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
make	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
depth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
make	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
depth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
tyre make key	Bridgestone Continental Dunlop Firestone Goodyear Michelin	Br Co Du Fi Go Mi	Uniroyal Bandvulk Vaculug Other Remould Re-cut	Ui Ba Va Ot Rm Rc
tyre size	front <input type="text"/>		rear <input type="text"/>	

C = cut
M = missing

D = dent
R = repaired
T = tear

H = hole
S = scratch

in



comments in

checked by

damage key for individual items

= fitted & serviceable = not working N/A = not fitted m = missing f = front R = rear

vehicle exterior	out	in
windscreen		
towpin		
front corner deflectors		
headlights		
side lights		
front indicators		
front fog lights		
mirrors (qty)		
roof deflector		
aerial		
battery cover		
fuel cap		
side guards		
curtains		
external straps		
tensioners		
pelmet		
bulkhead		
body panels		
cap doors and door locks		
spray suppression		
side reflectors		
rear side lights		
rear indicators		
rear fog lights		
reverse lights		
number plates		
bump rubbers		
door / shutters operational		
rear door handles, locking bars and hinges		
curtain / droppside door retainers		
oil and hydraulic fluid level		
water level		
washer bottle level		
tail lift checks	out	in
service date		
tail lift operation		

ramps / side ramps		
gate		
safety catch		
buffers		
flags / warning		
runners and columns		
t/l leads supplied		
external t/l controls		
t/l platform		
t/l roll stops		
t/l bridge plate		
t/l power pack cover		
t/l sidegate and ramps		
safe working load sticker		
cab interior	out	in
condition of interior		
radio cassette/cd		
radio cassette/cd make		
speakers		
cigarette lighter		
heater		
tacho time correct		
tacho sealed date		
speed limiter calib. date		
horn		
wipers / washers		
driver sticker		
tax disc and VTG 6 plate		
bunk		
seat belts		
cushions		
curtains		
maximum height sticker		
rise/lower		
check accelerator, brake, clutch and exhaust brake pedals		
valet		
night heater		

refrigeration unit engine checks	out	in
oil level		
water level		
engine start ok		
stand-by plug		
pretrip		
printer		
paper and ribbon		
body interior	out	in
headboard		
roof		
internal curtain straps (qty)		
floor		
side walls		
int. tail lift controls		
int. lights and switch		
no. loadstock tracks		
no. loadstock poles		
no. loadstock straps		
sliding bulkhead		
kick strips		
ancillary equipment	out	in
drivers pack		
wheel brace handle		
jack and handle		
tipper /hiab operational		

vehicle condition agreed

out	in
customer signature <input type="text"/>	customer signature <input type="text"/>
print <input type="text"/>	print <input type="text"/>
date <input type="text"/>	date <input type="text"/>

Sample Vehicle Inspection Report

Trailers

Branch Location

Customer Details Account No

Name

Agreement No

Trailer Fleet No

Type

Hub odometer in

Hub odometer out

VED rate: | VED valid until:

maintenance inclusions

maintenance: inspection frequency:

refrigeration: tyre wear:

operating/servicing/inspection location

MOT due: next inspection due:

tacho due: tail lift due:

charging

date and time out: date and time in:

bill from: bill to:

fuel out: fuel in:

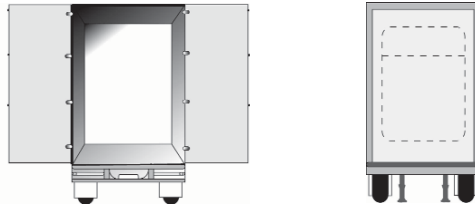
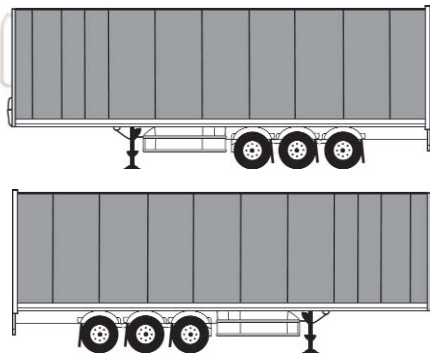
refrigeration unit engine hours

out: in:

tyres	out		in	
	N/S	O/S	N/S	O/S
make depth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
make depth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
make depth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
tyre make key	Bridgestone Continental Dunlop Firestone Goodyear Michelin	Br Co Du Fi Go Mi	Uniroyal Bandvulk Vaculug Other Remould Re-cut	Ui Ba Va Ot Rm Rc
tyre size	front		rear	

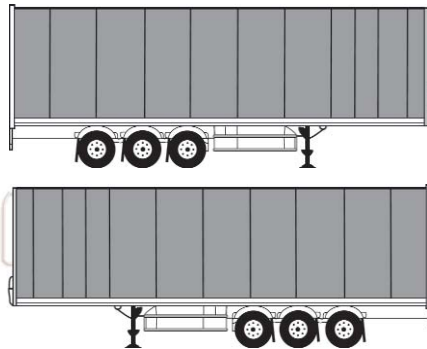
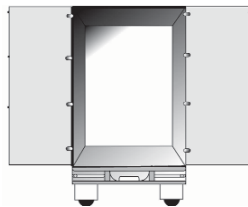
C = cut
H = hole
R = repaired

D = dent
M = missing
S = scratch
T = tear



out

in



comments out

checked by

comments in

checked by

checked and supplied

= fitted & serviceable = not working N/A = not fitted m = missing f = front r = rear

	out	in
chassis and bodywork		
front bulkhead		
headboard		
o/a height sticker		
front marker lights		
couplings		
king pin position		
landing legs		
leg feet		
winding handle		
side guards		
side cuard end caps		
spray flap (quantity)		
raise lower		
curtains		
pelmet		
body panels		
curtains strap		
curtain tensioners		
side reflectors		
side marker lights		
rear marker lights		
rear under-run bar		
under-run end caps		
rear lights		
number plate lights / lens		
long vehicle marker plates		
rear fog lights		
rear door opertion handles, locking bars & hinges		
rear shutter operation		
rear step		
rear bump rubbers		
rear door seals		
twist lock		

	out	in
opening roof		
fixed roof		
hydraroll		
side door		
door retainers		
exterior light switch		
legal checks		
MOT disc		
MOT plate		
MOT expiry date		
manufacturer plate		
ministry identification number		
interior		
headboard		
roof		
floor		
side walls		
lights		
loadlock tracks		
kick strip		
load restraint straps (quantity)		
temp probes (quantity)		
air trunking (quantity)		
moveable bulkhead checks		
dividing bulkhead		
fans		
thermostat		
bulkhead stowed up		
refrigeration unit engine checks		
oil level		
water level		
fridge panels		
fridge stand-by plug		
pretrip		

	out	in
printer		
paper and ribbon		
tail lift checks		
service date		
tail lift		
ramps		
side ramps		
gate		
safety catch		
buffers		
flags / warning		
internal control box		
t/l leads supplied		

vehicle condition agreed

out

customer signature

print

date

registration number of collecting tractor unit

in

customer signature

print

date

registration number of collecting tractor unit

Form of indemnity own insurance

Annex 4



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.

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) _____

Form of indemnity
own insurance



Section Three

Vehicle Schedule

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number:

make: model: reg number: