

CUSTOMER DETAILS FORM

This form is a declaration of your intention to hire from Tilly Hire.

It is not a credit application form.

Please complete and return it with proof of address.

1. Business Details

Full Trading Name of Applicant: _____

Trading Address: _____

Town/City: _____ Post Code: _____

Telephone: _____ Mobile: _____

Email: _____

Type of Business (tick one): Ltd Co ☐ PLC ☐ Partnership ☐ Sole Trader ☐

VAT Number: _____

Company Registration Number: _____

2. Accounts Contact (if different)

Person Dealing with Invoices: _____

Telephone: _____ Email: _____

Accounts Address (if different): _____

Town/City: _____ Post Code: _____

Do we require a Purchase Order Number? YES ☐ NO ☐

3. Declaration by Applicant

I, _____, being an authorised representative of the above business:

1. Apply to make use of the services provided by Boyce and Daughters Ltd trading as Tilly Hire.
2. Agree to pay for all services in advance, unless otherwise agreed in writing.
3. Understand that prompt payment is an essential condition of the hire agreement.
4. (If applicable) Provide the business's Operator's Licence No. for vehicles 7.5 tonnes or above: _____
5. Confirm that I have read, understood and agree to abide by Tilly Hire's Terms and Conditions of Hire
6. Where the applicant is a Limited Company, PLC, Partnership, or Sole Trader, I further agree to personally guarantee, as a director, partner, or authorised person, the payment of all sums due to Boyce and Daughters Ltd trading as Tilly Hire in the event the business fails to meet its obligations under this agreement. This personal guarantee is continuing and irrevocable unless agreed in writing by both parties.

Name (please print): _____

Signature: _____

Date: _____

Position in Company: _____

Name (please print): _____

Signature of Witness: _____

Date: _____

By electronically signing this document via Adobe Sign, the signee agrees that their electronic signature is the legal equivalent of their manual/handwritten signature and has the same validity and enforceability as a traditional signature under the Electronic Communications Act 2000 and relevant UK legislation.

TILLY HIRE – PERSONAL GUARANTEE FORM

This Guarantee must be completed by a Director, Partner or Sole Trader personally where the applicant is a limited company or partnership.

1. Guarantor Details

Full Name: _____

Home Address: _____

Town/City: _____ Post Code: _____

Date of Birth: _____

Telephone: _____ Email: _____

Position Held in Company: _____

Company Name: _____

Company Number: _____ VAT Number: _____

2. Declaration and Guarantee

I, the undersigned, hereby personally guarantee and agree as follows:

1. I unconditionally and irrevocably guarantee the prompt payment of all monies and liabilities due to Boyce and Daughters Ltd trading as Tilly Hire by the above-named company or applicant.
 2. This guarantee will remain in force and will not be affected by any changes in the company's structure, name, ownership, or legal status.
 3. I accept that I may be held personally liable for any outstanding amounts owed to Tilly Hire, including but not limited to hire charges, damage, loss of use, penalties, administration charges, surcharges, and legal fees.
 4. I acknowledge that this guarantee is a continuing obligation and will remain in effect until all outstanding amounts are fully settled.
 5. I confirm that I have read and agree to be bound by Tilly Hire's Terms and Conditions of Hire, and that I understand the nature and extent of this personal guarantee.
-

Guarantor Signature: _____

Print Name: _____

Date: _____

Name: _____

Signature of Witness: _____

Date: _____

Address of Witness: _____

Town/City: _____ Post Code: _____

By electronically signing this document via Adobe Sign, the signee agrees that their electronic signature is the legal equivalent of their manual/handwritten signature and has the same validity and enforceability as a traditional signature under the Electronic Communications Act 2000 and relevant UK legislation.

The signee confirms that they have the authority to enter into this agreement and understand and accept all terms set out within the document. A fully executed electronic copy shall be deemed an original and enforceable as such.

TILLY HIRE – FORM OF INDEMNITY (CUSTOMER OWN INSURANCE)

Customer Details

Company Name: _____

Address: _____

Telephone Number: _____

Email: _____

Insurance Details

We confirm that, in accordance with the Terms and Conditions of Hire, we have arranged comprehensive insurance cover for vehicles hired from Tilly Hire as follows:

Policy Number: _____

Expiry Date: _____

Insurance Company Name & Address:

Insurance Company Telephone: _____

Declaration

We hereby confirm that:

1. All hired vehicles will always be covered by a valid and adequate motor insurance policy which complies with legal requirements in Great Britain and Northern Ireland.
2. All drivers of the hired vehicles will be authorised and approved by us and our insurers and will hold current valid driving licences suitable for the vehicle type.
3. We will notify Tilly Hire immediately of any change to our insurance arrangements.
4. We undertake full responsibility for populating the Motor Insurance Database (M.I.D.) with all hired vehicles for the duration of each hire.
5. We accept full liability for and agree to indemnify Boyce & Daughters Ltd T/A Tilly Hire against all losses, damages, liabilities, costs or claims (including loss of use, third-party claims or theft) arising out of the use or possession of any hired vehicle.
6. We will ensure that our insurance policy notes the interest of Boyce & Daughters Ltd T/A Tilly Hire as the owner of the vehicle.
7. We authorise Tilly Hire to liaise directly with our insurance provider in the event of any incident, loss, or damage concerning any hired vehicle.

Signed on behalf of (Company Name): _____

Print Name: _____

Position in Company: _____

Signature: _____

Date: _____

By electronically signing this document via Adobe Sign, the signee agrees that their electronic signature is the legal equivalent of their manual/handwritten signature and has the same validity and enforceability as a traditional signature under the Electronic Communications Act 2000 and relevant UK legislation.

Tilly Hire - Terms and Conditions of Hire

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1. Your Contract with Us

Please read this agreement carefully. If there is anything you do not understand, speak to a member of staff. By signing the rental agreement, you agree to be bound by these terms.

2. Rental Period

You are hiring the vehicle for the period stated in your rental agreement. Extensions must be agreed in writing. The maximum hire duration is 30 days unless otherwise agreed.

Vehicles are hired on a 24-hour basis. A late return fee of £10.00 + VAT will be charged for every 15-minute interval beyond the agreed return time, unless prior arrangements are made in writing. If you return the vehicle late, we will charge the standard daily or hourly rate until the vehicle is returned.

If you breach the terms of the agreement, we may request the immediate return of the vehicle. Notice can be given in person, by email, SMS, or post. Once notice is served, your permission to use the vehicle ends. You are responsible for arranging the return of the vehicle.

If false information is provided that affects our decision to hire, we may repossess the vehicle without notice.

3. Your Responsibilities

- Inspect the vehicle and any accessories before taking possession. Report any concerns immediately.
 - Take care of the vehicle, accessories, and keys. Return the vehicle in the same condition it was supplied.
 - Use the correct fuel or charging method and protect the vehicle from weather damage.
 - You are liable for all damage or excessive dirt unless otherwise stated.
 - Do not sell, sublet, or allow unauthorised work on the vehicle.
 - Report any defects, accidents, or thefts immediately.
 - You are responsible for the vehicle from the point of delivery until collection or return.
 - Return the vehicle to the agreed location during opening hours unless arranged otherwise.
 - Do not carry any items that may damage or contaminate the vehicle.
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4. Our Responsibilities

- We will inform you of any pre-existing damage.
 - The vehicle may be fitted with a tracker to ensure compliance and assist recovery.
 - The vehicle is roadworthy and meets manufacturer service standards.
 - We are responsible for foreseeable losses caused by our breach or negligence, but not for indirect losses like missed appointments or business disruption.
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5. Property

We are not liable for any items left in the vehicle. Personal belongings must be removed upon return. We may charge for storage if items are not collected promptly.

6. Use of the Vehicle

Only named drivers or those with written permission may drive the vehicle. Drivers must hold a full, valid licence for the type of vehicle.

The vehicle must not be used:

- Illegally or for unauthorised purposes
 - To carry passengers for hire (unless licensed)
 - For driving tuition
 - To tow without written permission
 - For racing or off-road use
 - Under the influence of alcohol or drugs
 - Outside the UK without written permission (and VE103B form)
 - Overloaded or carrying unsecured loads
 - Beyond legal passenger limits
 - Without the correct operator's licence (where required)
-

7. Charges

You agree to pay:

- The rental rate and any agreed extras
- Charges for damage, cleaning, refuelling, late returns, or additional accessories
- Our admin fee of £25 + VAT for processing PCNs, fines, or other offences
- Repair costs and loss-of-use charges due to damage or seizure
- Fees related to recovery, insurance excess, or negligent use
- Any unpaid balance plus interest at 4% above Barclays Bank base rate

All charges include VAT and remain your responsibility, even if you nominate another party to pay.

Please note all accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd. All accounts, without exception, will be subject to a surcharge of 20% plus VAT to cover our costs in recovery and/or Late Payment costs. These accounts will also be subject to any legal costs incurred in obtaining settlement.

8. Insurance and Damage Protection

Tilly Hire does not supply insurance. You must provide your own cover for third-party and damage liability. If you opt into our Damage Protection Programme, cover will apply as stated in your rental agreement. An excess ("responsibility amount") will still apply.

Waivers do not cover damage to roofs, windows, or ancillary equipment. Theft waiver only applies if selected. You remain liable for costs up to the stated excess.

We may offer optional personal accident or goods-in-transit cover on a non-advised basis. You are responsible for ensuring these meet your needs.

9. Using Your Own Insurance

If you are providing your own insurance, it must:

- Cover the full hire period and vehicle value
- Meet our approval for cover type and insurer
- Name Tilly Hire as the vehicle owner where required

You must notify us of any claims and allow us to liaise directly with your insurer. If your cover fails, you are fully liable.

Vehicles hired for more than 14 days must be added to the Motor Insurance Database within 3 days. You will be charged for any penalties we receive due to failure to insure.

10. Accidents and Theft

In the event of an accident:

- Do not admit liability
- Collect witness and driver details
- Inform the police if someone is injured or there is a dispute
- Notify us immediately and complete an accident form

In the event of theft:

- Notify us and the police immediately
 - Return all keys and documents
 - Provide witness details and assist with any legal action or claims
-

11. Data Protection

We collect and store your personal information to manage this agreement. Data may be shared with credit agencies, insurers, police, and the BVRLA for fraud prevention.

We comply with the UK GDPR and Data Protection Act 2018.

12. Personal Guarantee

Where the hirer is a Limited Company, PLC, Partnership or Sole Trader, any director, partner or authorised person signing the hire agreement personally guarantees to Boyce and Daughters Ltd trading as Tilly Hire the payment of all sums due if the business fails to meet its obligations under this agreement.

This personal guarantee is continuing and irrevocable unless agreed otherwise in writing by both parties.

13. Ending the Agreement

We may end this agreement if:

- You fail to meet the terms
- You become insolvent or enter liquidation
- Your assets are seized, or a receiver is appointed

You must return the vehicle immediately if the agreement ends. We may charge for recovery and any outstanding balances.

14. Governing Law

This agreement is governed by the laws of England and Wales. Any disputes may be referred to the BVRLA conciliation service or resolved in court.

These terms replace all previous verbal or written agreements.

15. Electronic Signatures

15.1 Where any agreement, acknowledgement or acceptance is executed electronically (including but not limited to via Adobe Sign), the parties agree that the electronic signature shall be valid, legally binding and enforceable in the same manner as a handwritten signature, in accordance with the *Electronic Communications Act 2000* and other applicable UK laws.

15.2 The Hirer confirms that they have the authority to enter into this agreement and understand and accept the terms set out in this document. A fully executed electronic version of this document shall be treated as an original for evidentiary and legal purposes.

Revised 23/06/2025 | J.S. Boyce BSc