



## TERMS AND CONDITIONS OF HIRE

Hirers are requested to read and accept these Terms and Conditions carefully before signing the agreement and before the hire can be completed. If there is anything you do not understand or do not agree with, please speak to any member of our rental staff for guidance.

**STRICTLY NO SMOKING OR PETS IN ANY VEHICLES, OR YOU WILL BE CHARGED £75 FOR A FULL VALET PLUS ANY ADDITIONAL DAMAGES CAUSED.**

### **Identification:**

Your driving licence must be produced each and every time you hire a vehicle from us. In addition, you must produce two further means of identification, which must be utility bills dated within the last 3 months or one can be a bank statement at your present address. We also require a current passport. You will also be required to leave a landline telephone number where you can be contacted either during the day or evening. Note: Our rental staff reserves the right to refuse your rental if you do not produce your driving licence, or for any other reason.

### **Driving Licence:**

All drivers must be in possession of a current, full valid driving licence. UK Licence holders, with the new style driving licence **MUST** produce the photo-card and a valid code for us to check your licence online. Drivers with foreign driving licences must present their own national licence, plus an International Driving Permit (IDP) if a non-EU, EEA resident. All other drivers may drive in the UK for up to one year from commencement of residency in accordance with the current DVLA restrictions. Sight of their Passport is required for proof of entry.

### **Additional drivers:**

In addition to the main hirer, it is possible for two other hirers to be insured to drive the vehicle, provided they meet our insurance requirements and appropriate paperwork is supplied for each driver.

### **Fuel:**

Our rental staff will note on the pre-rental check form and rental agreement, the reading of the fuel gauge. You are requested to return the vehicle with the same amount of fuel as you commenced the rental. A re-fuelling charge will be made if it is necessary to bring the level of fuel up to where it was when you took the vehicle. No refund will be given for any fuel in excess of the original reading. You **MUST** always use **DUTY PAID FUEL**

### **Hiring period:**

This is calculated on a 24-hour basis. Rental times may be adjusted to suit individual hirers' requirements subject to vehicle availability.

### **Payment:**

The full cost of rental plus a damage deposit must be paid before any vehicle is released for rental. Payment must be made by major credit/debit cards only.

### **Your responsibilities:**

**If the vehicle is stolen because the keys have been left in the ignition you will be liable for the total cost of replacement as a claim for the vehicle will invariably be declined, either because of breach of a specific policy condition or warranty, or because the insured will have been deemed not to have taken reasonable care.**

You must look after the vehicle and the keys to the vehicle.

You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle.

You must always protect the vehicle against bad weather, which can cause damage.

You must make sure that you use the correct fuel, as you are responsible for any resultant damage.

You must not sell, rent, or dispose of the vehicle or any of its parts.

You must not give anyone any legal rights over the vehicle.

You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a receipt for the work.

You must let us know as soon as you become aware of a fault in the vehicle.

### **Consumer Liability:**

The liability lies with the customer for any vehicle damage caused by poor weather conditions. Customers are liable for all damages to their rental vehicles caused by severe thunderstorms, floods, blizzards, hailstorms, hurricanes and tornadoes. Customers must also pay for any damages incurred to their rental vehicles as a result of falling tree limbs and utility poles.

**THERE MUST BE NO SMOKING IN ANY VEHICLE, IF THERE IS EVIDENCE OF SMOKING IN ANY VEHICLE YOU WILL BE CHARGED £75 FOR THE VEHICLE TO BE VALETED. IF THERE ARE ANY CIGARETTE MARKS OR BURNS YOU WILL BE LIABLE FOR THE COST OF ANY REPAIR.**

### **What to do if you have an incident:**

If you have an incident 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 or there is disagreement over who is responsible; and*

*Call our office straight away.*

You must then fill in our incident report form when you return the vehicle or if this is not possible, verbal details will be taken from you to then sign a copy of the information you have supplied. In any event this procedure must be actioned within 24 hours whichever is sooner.

### **Conditions for using the vehicle:**

Only you or a named driver on the insurance application may drive the vehicle providing a full valid driving licence is held and a cover note has been issued to you.

You or your authorised named driver must not:

- *Use the vehicle for hire or reward. Unless this extension has been applied to your certificate of insurance*
- *Use the vehicle for any illegal purpose.*
- *Use the vehicle for racing, pace making, testing the vehicle's reliability and speed or teaching someone to drive.*
- *Use the vehicle while under the influence of alcohol or drugs*
- *Drive the vehicle outside England, Scotland and Wales, unless we have given you written permission.*
- *Load the vehicle beyond the manufacturer's maximum weight recommendations and make sure that the load is secured safely.*
- *If the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.*
- *Give false information or withhold any information regarding any motoring accidents, motoring offences, any health issues that may affect your hire and any insurance proposal cancellation/refusal. False/withheld information will invalidate your insurance.*

### **Towing:**

You or your authorised named driver must not use the vehicle for towing unless we have given you written permission.

### **Returning rental vehicles:**

Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle. Vehicles must always be returned back to us during opening hours.

**We will not accept responsibility for vehicles damaged or stolen from outside our premises if dropped-off after hours. If we have agreed that you may return the vehicle outside business hours, you will remain responsible for the vehicle and its condition until it is re-inspected by a member of our staff.**

If you do not bring the vehicle back on time you are breaking the conditions of this agreement. We can charge you for every day you have the vehicle after you should have returned it to us. Until we get the vehicle back we will charge you the daily rate you have rented the vehicle at.

**Failure to return the vehicle when requested, will result in the vehicle being reported as stolen to the police.**

### **You will have to pay for reasonable costs of repair if:**

- **We have to pay extra costs to return the vehicle to its condition when the pre-rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-rental condition).**
- **The vehicle has been damaged whilst in your care.**

### **Overseas travel:**

With prior approval, it maybe possible that our vehicles may be taken abroad, although there are restrictions regarding taking them into some countries. A surcharge will apply when taking a vehicle outside the U.K. and extra charges will be made to provide a Green Card and Foreign Breakdown Service.

**No vehicle is to be taken abroad without our permission and correct paperwork submitted.**

**Property:**

We are not responsible for loss or damage to property left in the vehicle.

**Our responsibilities**

We have maintained the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period.

**Charges:**

We work out charges using our current price list.

By signing the rental agreement, your signature will constitute authority to debit the nominated credit/debit card with the total due amount plus any administration charges, extensions or additional charges resulting from this rental.

You will pay the following charges:

- *The rental and any other charges we work out according to the agreement.*
- *The excess payable as stated on the Temporary Cover Note, unless covered by the Collision Damage Waiver (CDW).*
- *Any charge for loss or damage due to you not keeping to your responsibilities.*
- *A refuelling service charge if you have used, and not replaced, the quantity of fuel that we supplied at the start of the original rental. The charge will be based on the rates printed on this rental agreement.*
- *All fines and court costs for parking, traffic, or other offences (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges, which arise when we deal with these matters on your behalf of £15.00 plus VAT.*
- *A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, or it is a write-off (can't be repaired).*
- *Any published rates for delivering and collecting the vehicle.*
- *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 of Barclays Bank PLC.*
- *Value Added Tax and all other taxes on any of the charges listed above, as appropriate.*
- *You are responsible for all charges, even if you have asked someone else to be responsible for them.*
- *You will be charged £75 for a valet if there is evidence of smoking in the vehicle, you will also be charged for the repair of any cigarette marks or burns found in the vehicle.*

**Collision Damage Waiver (CDW):**

A Collision Damage Waiver (CDW) is an additional daily charge which you can choose to pay instead of a deposit which covers the cost of your insurance excess.

The Collision Damage Waiver **DOES NOT** include damage to:

- windscreens or windows
- mirrors or their casings
- alloy wheels or wheel trims
- damage to tyres
- driver negligence.

**Any damage not covered by the CDW will be charged on return of the vehicle.**

**Ending the agreement:**

If you are an individual, we will end this agreement straight away if we find out 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 the main requirements of this agreement. If you are a company, we will end this agreement straight away 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.*

If we end this agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main requirements of this agreement. We can repossess the vehicle (and charge you a reasonable amount) without using unreasonable force or causing damage.

**Data Protection:**

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation.

**Governing law:**

The laws of the country in which it is signed govern this agreement. Any dispute may be settled in the courts of that country.

**Severance**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

**Please note that cover is subject to the expiry date on the cover note, if this date and time is overlapped with the return of the vehicle, contact must be made with the hire company to extend cover to ensure continuation of insurance cover.**

**The Insurance Company does not accept liability for Cash Hires.**

**Please sign to confirm you have read and agree to the terms and conditions**

**NAME** .....

**SIGN** .....

**DATE** .....