

# Terms & Conditions



All Terms & Conditions are subject to completion of the contract hire form

## 4x4 VEHICLE HIRE

**4x4 Vehicle Hire Limited** · Uppings Farm · Buckingham Road · Aylesbury · Bucks. HP22 4DR Tel: **01296 640750** · Fax **01296 640637** · Company No. 7541529

**1) Insurance** - Fully Comprehensive Insurance included for the Hirer/Insured Driver ONLY. All drivers are subject to approval by the Insurance Company. Other drivers are not allowed to drive the car under any circumstances. Additional driver insurance available on request. Vehicle must remain on UK mainland unless European cover has been purchased.

The Hirer may use the vehicle for the purpose of their business and for social domestic and pleasure purposes. The vehicle may not be used for any purposes for which they are not expressly designed. Further, the Hirer will not use or permit the vehicle to be used for hire, driving tuition, off road, racing or pace-making, or for competing in any rally, or any other form of motor sport, track days, or for any illegal purpose whatsoever. You are insured to tow but only the towing vehicle will be insured, not what is being towed.

(a) If you are taking your vehicle abroad you must supply your own recovery and breakdown cover and we will need to see the full certificate.

**2) Driver Information/Identification** - Aged between 23 - 70 years. Driver must have held a driving licence for a minimum of 5 years. Driving Offences - maximum of 6 points. No convictions for drink/drug driving, dangerous/careless driving within past 10 years. Passport; 2 utility bills (last 3 months); and current driving licence required for verification of identity prior to vehicle hire. We will also require your DVLA share code.

**3) Mileage Allowance** - 150 miles per day up to 0 - 7 days, 100 miles per day up to 7 - 14 days, 500 miles per week 14 days plus. Additional mileage cost is charged at 45p + VAT per mile over the inclusive miles above.

**4) Payment/Deposit/Excess** - A non-refundable booking fee equal to 50% of the full hire cost is payable. The balance of the hire costs must be paid for in full before use of the car. A security deposit of £1500 is required per vehicle hire. Payment must be made by credit card, debit card or cash. We reserve the right to increase the security deposit prior to hire of vehicle, subject to notification.

The security deposit is used as:

(1) A security bond.

(2) For payments towards any mechanical damage which is not covered by the Insurance, e.g. tyres including spare, wheels, clutch, gearbox, engine, etc which was sustained during the hire period due to misuse and abuse.

(3) Insurance Excess against any accidental damage, loss or theft caused to the vehicle by the Hirer or a third party.

(4) Any additional charges incurred during the hire period, e.g. excess mileage, petrol reimbursement costs, parking charges, speeding fines, congestion charges, etc.

(5) Damage caused to bodywork i.e. dents, scratches, chips including windscreen chips.

### 5) Cancellation/Charges

50% of the hire charges are taken on booking as a non-refundable deposit.

If the booking is cancelled by the Hirer more than 14 days in advance of the rental start date then the deposit (i.e. 50% of the hire charges) is retained.

If the booking is cancelled by the Hirer between 7 days and 14 days in advance of the rental start date then an additional 25% of the hire charges are retained along with the deposit.

If the booking is cancelled by the Hirer less than 7 days prior to the start of the rental then all the hire charges are due.

### 6) General

All cars are subject to availability and may be subject to change without prior notice. Images shown are intended as a guide only. Actual vehicle colour and/or specifications may vary subject to availability. Whilst every endeavour will be made to supply the make and type of vehicle, the Lessor cannot bind itself to do so, as circumstances beyond its control may prevent this.

- Driving may be postponed in extreme weather conditions (e.g. strong winds, snow or flooding) which could potentially make driving the cars potentially dangerous. Please call us to confirm if relevant.

- Liability is limited to a refund of the hire charge. No consequential loss liability will be covered.

### 7) Legal Obligations

We are responsible for any loss you suffer as a result of us breaking this agreement, if we could have predicted your loss at the time this agreement started and it is as a result of us breaking this agreement. We are not responsible for any loss which is a side effect of the main loss and which we or you could not have predicted, such as loss of profits or loss of opportunity.

## CONDITIONS OF HIRE

1. (a) For the purpose of this agreement 4x4 Vehicle Hire Ltd is referred to as the Lessor (b) The Hirer means the person, firm or organisation by or on behalf of whom this agreement is signed (c) Authorised Driver means the driver(s) additional to the Hirer, approved as specified overleaf (d) The Hirer will ensure that any authorised driver will comply with all conditions of this agreement.

2. The Hirer undertakes to return the vehicle in a clean condition with all tyres, tools, radio and other accessories in the same condition as when received.

3. The contract of hire is conditional on:

(a) the acceptance by the insurers of the Hirer for insurance and

(b) the correctness of statements made by the Hirer on the hire agreement.

4. If any incorrect or untrue statement shall be made therein whereby the insurance is liable to be invalidated, the contract shall be void except that the Hirer shall indemnify the Lessor from and against loss or damage to the vehicle, and all actions, claims and liability for which the Lessor may be responsible and shall cause the vehicle to be returned to the Lessor's premises in as good a state of repair as it was when issued to the Hirer and shall pay the agreed rate of hire until it shall be so returned.

5. The Hirer is responsible for hire charges from the time the vehicle leaves the garage until the vehicle returns. Charges will be debited from the damage deposit. All damage deposits are authorised from a credit card. Most credit cards welcome.

(a) All hire charges and damage deposits are required in advance of the vehicle leaving the garage.

6. The Hirer must sign the Lessor's Hire Agreement. No booking is binding on the Lessor until the Lessor's Hire Agreement is completed and signed by the Hirer and accepted on behalf of the Lessor when the total amount of hire charge is paid as confirmation of a booking. This fee will be non-returnable in the event of cancellation regardless of reason. Money paid on a Contract cannot be transferred to any other vehicle on any other date.

(a) If at any time prior to departure of the vehicle, there shall come to the knowledge of the Lessor any information, which in its opinion render the contract prejudicial to the interest of the Lessor, then the Lessor shall have the right to cancel the contract forthwith.

(b) Failure to collect a vehicle, or contact the Lessor within two hours of the specified date and time of collection, will result in the vehicle becoming available to other clients.

7. British drivers must produce a current British Licence; visitors from overseas would be required to produce a valid domestic licence or an international driving permit. All drivers must have held a full licence for a minimum of 5 years. A current licence must be produced before commencement of hire.

8. For each hour or part thereof by which a vehicle is retained by the Hirer after the termination of hire an additional charge of £100 shall be due PROVIDED ALWAYS that where a vehicle is retained by the Hirer after the termination of hire for the day then in addition to the hourly charge of £100 a further charge of one complete day's hire charge shall also be due for each period of twenty-four hours or part thereof during which the vehicle is so retained unless originally hired on an hourly rate where the full hourly rate will be applicable. Should the vehicle not be returned by the Hirer in accordance with the conditions of hire, the Lessor reserves the right to take whatever steps they consider necessary to regain possession thereof and the deposit will be retained and applied towards making good any loss or expenses incurred by the Lessor.

9. All damage, not considered by the Lessor to be fair wear and tear will be the Hirer's responsibility.

(a) Any damage caused whilst the vehicle is left unattended, will be the Hirer's responsibility.

(b) Unexpired hire, resulting from an accident or theft cannot be refunded, or hire transferred to another vehicle unless the repair is executed before the expiry of the hire.

10. Subject to the Conditions 8 and 9, the Lessor shall reimburse the Hirer the cost of repairs arising from mechanical failure not due to any act or default of the Hirer on production of a receipted account.

11. Every endeavour is made by the Lessor to keep its vehicles in serviceable condition. But the Lessor does not warrant that any vehicle is in such condition and will accept no responsibility for loss, damage or injury sustained as a result of a breakdown. The Hirer, however, shall be entitled to the benefit of all monies paid to the Lessor under its insurance policy so far as they relate to any such loss, damage or injury suffered by the Hirer.

12. All charges are subject to VAT.

13. All accidents must be reported to the Lessor immediately.

14. The Hirer shall be liable as owner of the vehicle in respect of:

(a) any of the following offences which may be committed with respect to that vehicle when it is stationary and when a fixed penalty notice is issued being on the road during the hours of darkness without the lights or reflectors required by law: waiting, or being left or parked or being loaded or unloaded, 'in the road', being used or kept on a public road within the meaning of the Vehicles (Excise) Act 1971 without a licence under that Act being exhibited on the vehicle in the manner prescribed under that Act; and the non-payment of the charge made at a street parking place; and

(b) any excess charge which may be incurred in pursuance of an order Sections 35 and 36 of the Road Traffic Regulations Act 1967 (provisions on highways of parking places where charges are made).

15. The Hirer in the event of an accident must not admit liability or offer any sums in payment to any third parties whether the Hirer is at fault or not.

16. If the vehicle is unable to be checked due to dirt/mud etc, we will check for any damage once the vehicle has been cleaned, and you will need to sign for this on collection.

### Additional Terms Supplement

1. Smoking - Smoking is strictly not permitted in any of the vehicles. The company will make a charge of £500 for a full valet if the vehicle has been smoked in.

2. Cigarette Burns - Any cigarette burns will incur a charge of £500.

3. General Interior Condition - If the company deems the interior of the vehicle unacceptable in condition/cleanliness there will be a charge of £200.

4. Alloy Wheels - You will be charged £150 to repair any damaged alloy or £500 to replace each alloy depending on severity of damage.

5. Fuel - Must be replaced, or you will be charged accordingly. Fuel will be charged at current pump price in Aylesbury, Buckinghamshire and be subject to a £15 refuelling charge, plus an admin fee of £15.

6. Oil and water levels are to be checked at very regular intervals. If adjustment is required please call us and we will advise accordingly.

7. If cleaned, hand wash only - no car wash programmes are acceptable.

8. The hire vehicle may be fitted with a stolen vehicle tracking device.

9. Any parking, speeding or congestion fines, or any other fine connected to the vehicle while on hire are your responsibility. A charge of £15 + VAT per fine will be charged to administrate.

10. Car Seats - these are provided to you complementary. They need to be fitted by yourself and be used at your own risk.

11. Puncture and tyre damage is the responsibility of the Hirer.

**In the unlikely event of an accident please call 01296 640637 during office hours or 07824 388548/07768 173131 out of hours.**

**• Do not accept liability • Take pictures using a smart phone if possible  
For breakdown, tyres or glass contact the numbers above.**

### REMEMBER

It is compulsory in some countries to have headlight converters whilst driving abroad and it is recommended carrying Spare Bulbs, a Fire Extinguisher, a First Aid Kit and a Warning Triangle - this is your responsibility as the driver of the hire vehicle. Visit [www.rac.co.uk/web/knowhow](http://www.rac.co.uk/web/knowhow) for assistance.

**I have read and understood the terms and conditions above**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_ Reg \_\_\_\_\_

MARCH 2016