



HIRE REQUIREMENTS & CONDITIONS OF HIRE

Please read this agreement carefully. If there is anything you do not understand, ask a member of Staff to explain it. When you sign our conditions of hire, you accept the conditions set out in this terms and conditions of hire document.

In order to supply you with a hire vehicle, we require some information, which enables us to complete a standard **DVLA license checks** via the Direct Gov website, confirm that you are eligible for cover under our insurance policy and pass our security checks.

Please complete the following information for all drivers, uploading images of all driving licenses using the paperclip symbols next to their details. We also require a utility bill in the main driver's name that is **UNDER 3 MONTHS OLD** and is registered to the same address as the driving license.

MAIN DRIVER

Full Name: [REDACTED]
Occupation: [REDACTED]
Full Address: [REDACTED]
[REDACTED]
[REDACTED]

Driving License Number: [REDACTED]

National Insurance Number [REDACTED]

Post Code on License: [REDACTED]

UPLOAD LICENSE



UTILITY BILL UPLOAD



ADDITIONAL DRIVER

Full Name:
Occupation:
Full Address:

Driving License Number:

National Insurance Number

Post Code on License:

UPLOAD LICENSE



ADDITIONAL DRIVERS CONTINUED

ADDITIONAL DRIVER

Full Name:

Occupation:

Full Address:

Driving License Number:

National Insurance Number

Post Code on License:

UPLOAD LICENSE

ADDITIONAL DRIVER

Full Name:

Occupation:

Full Address:

Driving License Number:

National Insurance Number

Post Code on License:

UPLOAD LICENSE



INSURANCE DECLARATION

Please answer the questions below for all proposed drivers, accurately and honestly. Failure to declare this information may result in you being uninsured. If you answer yes to any of the below questions, please provide brief details in the box provided.

Does any driver suffer from or has suffered from any disabilities or notifiable medical conditions?

NO

YES

Do you have any current convictions for any motoring offence (except parking)?

NO

YES

Have you had any proposals declined, a policy cancelled or renewal refused or been required to pay an increased premium or had special conditions imposed by any motor insurer?

NO

YES

Please also declare any other claims regardless of fault within the last 3 years?

NO

YES



HIRE REQUIREMENTS & CONDITIONS OF HIRE CONTINUED

You will be under a **MINIMUM** excess amount of £450 on our insurance, which means that you will be liable for that amount if any repairs to our vehicle (including glass and tyres), regardless of incident, accident or blame, are required.

It is your responsibility to notify us of any damage that isn't listed on your check sheet, which is a legally binding document confirming the condition of the vehicle. In instances where new damage is found, you must notify us within 24 hours of delivery, otherwise, the damage will be considered as new, and you will be liable. We recommend that images are taken of the vehicle on delivery and collection where possible.

Security Deposit

We also require a debit or credit card on file as a security deposit. This is used in the event that any penalties/charges are incurred whilst the vehicle is in your custody or control. These include but aren't limited to, replacement fuel, valet/cleaning, parking fines, toll road fines, congestion zone charges etc. Fuel is not included in the hire and it is your responsibility to ensure the vehicle is returned with the same amount as on delivery. Where possible, we suggest taking images of the fuel gauge and odometer on delivery and collection in case of any disputes. Please note that an administration charge of £25 + vat is added to all charges. Debit cards are pre-authorised for £1, credit and business cards are pre-authorised for £250.

We will take the following information from you over the **phone**.

- Name on card
- Card number
- Expiry date
- Last 3 digits on the back of the card
- Registered address for the card

Statement of liability

'I agree that while the rental agreement is in force I will be liable as owner/hirer of the vehicle, or any replacement vehicle, for any fixed penalty offence, penalty charge notice, notice to owner, parking charge notice for that vehicle under s66 Road Traffic Offenders Act 1988, Schedule 6 Road Traffic Act 1991, Traffic Management Act 2004, Protection of Freedoms Act 2012 and any other relevant legislation.'

Signed:



Date:





Conditions of hire

Definitions

'Accident': any damage howsoever caused to the Hire Vehicle.

'Agreement': the Summary Page, the Car Rental Inspection, these terms and conditions and any other terms agreed in writing between the Company and the Hirer.

'Authorised Driver': any driver approved by agreement of the Company to drive the vehicle under the Agreement.

'Car Rental Inspection': the inspection form detailing the condition of the Hire Vehicle recorded at both the Start Time and the End Time.

'Collection Time': the time the Hire Vehicle is collected by or returned to the Company or its agents.

'the Company': 486 Ltd, which trades as Specialist Vehicle Hire.

'End Time': the time the Hire Period ends given in the Summary Page unless extended by agreement of the Company in writing.

'Hire Period': the period during which the Hire Vehicle is hired, starting with the Start Time and ending with the End Time.

'Hire Vehicle': the vehicle the Hirer is issued for use during the Hire Period.

'Hirer': the person or company hiring the Hire Vehicle under the Agreement given in the Summary Page.

'Account': the third party holding a corporate account with the Company, including but not limited to an insurance company or claims company.

'Start Time': the time the Hire Period commences given in the Summary Page.

'Summary Page': the front page, which details the key hire provisions.

Hire

- 1 The Company agrees to let and the Hirer agrees to hire the Hire Vehicle on the terms set out in the Agreement.
- 2 All information supplied to the Company by the Hirer shall be true, given in good faith and shall not be dishonest or deliberately misleading.
- 3 The Hire Vehicle may be provided to the Hirer by a third party. In this case the terms and conditions of this Agreement shall apply. Any other third party terms and conditions are excluded and shall have no affect.
- 4 The Company and the Hirer acknowledge and agree that any payment due under this Agreement may be made by an Account. Where this is the case:
 - (a) the Account shall pay the Company at the rate given on the Summary Page and as detailed in the Company's rental tariff in force at the Start Date;
 - (b) the Hirer is responsible for paying any other sums owing to the Company due under this Agreement;
 - (c) in the event that the Account fails to make any contribution towards the charges owed to the Company, the Hirer is required to pay the Company's charges in full. It will be the Hirer's responsibility to pursue the Account for any sums it deems the Account owes.
- 5 Where Clause 4 does not apply, the Hirer shall be responsible for all charges owing to the Company under this Agreement, including but not limited to the rate given on the Summary Page and as detailed in the Company's rental tariff in force at the Start Date.
- 6 All charges due to the Company are exclusive of VAT which shall be paid in addition by the applicable payee.



- 7 In the event of a conflict between the Company's rental tariff in force at the Start Date and the Summary Page, the rate on the Summary Page shall be applicable.
- 8 The Hirer shall ensure that any Authorised Driver complies with the terms of the Agreement as though the Authorised Driver were the Hirer. The Hirer shall be liable for any payment due under the Agreement for the Authorised Driver's non-compliance.
- 9 The Hirer shall indemnify the Company for any costs incurred if the Hirer or an Authorised Driver breaches any of the terms of the Agreement.

Payment

- 10 Payment shall be made within 14 days of the Company sending a demand or invoice to the Hirer.
- 11 The invoice or demand shall be made in writing to the Hirer's postal or email address provided by the Hirer.
- 12 The Company is entitled to take payment using the card details provided by the Hirer to reimburse any fees or costs due under the Agreement.

Return of vehicle

- 13 The Hirer shall return the Hire Vehicle in the same condition it is in at the Start Time, as recorded in the Car Rental Inspection completed at the Start Time. This is to include, but is not limited to, a clean condition with all tools and accessories present (ordinary wear and tear excepted).
- 14 The Hirer shall ensure the Hire Vehicle is parked safely on a suitable surface at the location agreed with the Company at the End Time.
- 15 The Hirer is responsible for returning the Hire Vehicle and any keys, documentation and other property provided to the Hirer by the Company at the end of the Hire Period.
- 16 If the Hirer refuses to return the Hire Vehicle at the end of the Hire Period, the Hirer acknowledges that driving without the consent of the owner of the Hire Vehicle may constitute a criminal offence and also driving without third party insurance.
- 17 If the Hire Vehicle is not at the location agreed with the Company at the End Time, the Hirer shall pay the Company for the excess time at a rate of 1 and a half times the rate applied during the Hire Period and an administration fee of £25. The parties agree this is a reasonable estimate of the loss the Company would suffer if the Hire Vehicle is not returned at the End Time.
- 18 The amount of fuel shall be recorded by the Company at the Start Time and at the Collection Time.
- 19 The Hirer shall return the Hire Vehicle to the Company with at least the same amount of fuel at the Collection Time as the Hire Vehicle had at the Start Time.
- 20 If the Hire Vehicle at the Collection Time contains less than the amount of fuel at the Start Time, the Hirer agrees to pay the Company for the cost of replacing the fuel and a £25 administration fee.

Damage to the vehicle

- 21 The Hirer shall be liable for any damage caused to the Hire Vehicle between the Start Time and the Collection Time, irrespective of whether the Hirer is in control of the Hire Vehicle at the time the damage is caused.
- 22 The Company shall be entitled to withhold any sums due to the Hirer to make good any damage caused to the Hire Vehicle between the Start Time and the Collection Time.
- 23 The Hirer shall indemnify, and shall pay to, the Company the cost of making good any damage caused to the Hire Vehicle between the Start Time and the Collection Time.
- 24 The Hirer shall immediately inform the Company of any Hire Vehicle fault and shall not use the Hire Vehicle in breach of any laws and/or if it is not in a roadworthy or safe condition.
- 25 The Hirer shall give all reasonable assistance to the Company in any claim against a third party resulting from an event between the Start Time and the Collection Time relating to the Hire Vehicle. For the avoidance of doubt, the provision of an accurate and complete witness statement and attendance and giving evidence at court in respect of any claim involving the Hire Vehicle between the Start Time and the Collection Time shall be deemed reasonable assistance.



Congestion charges, parking fines and any other fees

- 26 It is the Hirer's responsibility to register the Hire Vehicle for any congestion charge.
- 27 The Hirer shall be liable to pay any congestion charges, parking fines and any other fees incurred in relation to the Hire Vehicle between the Start Time and the Collection Time.
- 28 The Hirer shall reimburse the Company in the event that the Company pays any congestion charges, parking fines and/or any other fees incurred in relation to the Hire Vehicle accrued between the Start Time and the Collection Time.
- 29 The Hirer shall pay an administration fee of £25 to the Company if the Company pays any congestion charges, parking fines, and/or any other fees incurred in relation to the Hire Vehicle accrued between the Start Time and the Collection Time.
- 30 The Hirer acknowledges and agrees that the Company may take payment using the card details provided by the Hirer for any amounts due under the Agreement.
- 31 The Hirer agrees that whilst the rental agreement is in force they will be liable as owner/hirer of the vehicle, or any replacement vehicle, for any fixed penalty offence, penalty charge notice, notice to owner, parking charge notice for that vehicle under s66 Road Traffic Offenders Act 1988, Schedule 6 Road Traffic Act 1991, Traffic Management Act 2004, Protection of Freedoms Act 2012 and any other relevant legislation.'

Hire vehicle use and accidents

- 1 The Hirer shall not drive the Hire Vehicle off road which includes, but is not limited to, grass, verges and bridleways.
- 2 The Hirer shall pay any costs of removing the Hire Vehicle and any other fees incurred should the Vehicle be used off road.
- 3 The Hirer shall notify the Company immediately if the Hire Vehicle becomes immobile during the Hire Period.
- 4 The Hirer shall notify the Company immediately about any Accident involving the Hire Vehicle.
- 5 In the event of an Accident, the Hirer or Authorised Driver shall:
 - a. obtain the names and addresses of any other parties and witnesses;
 - b. make no admission of liability;
 - c. deliver to the Company immediately any and all summonses, letters of claim or other documents received in connection with the Accident; and
 - d. co-operate fully with the Company and the Company's insurer in the investigation, pursuit or defence of any claim.
- 6 The Hire Vehicle shall only be used for private or commercial purposes and for the avoidance of doubt the Hire Vehicle shall not be used:
 - a. for the carriage of passengers for hire and reward unless a suitable insurance policy is in force and only with the express permission of the Company;
 - b. for racing, pacemaking, reliability trials or speed testing;
 - c. to propel or tow any other vehicle or trailer unless expressly agreed by the Company;
 - d. in violation of any applicable law, order and/or regulation; or
 - e. outside Great Britain unless express written agreement of the Company is given.
- 7 The Hire Vehicle shall not be driven by any person:
 - a. other than the Hirer or an Authorised Driver;
 - b. who is under 21 or over the age of 70;
 - c. who has not held a valid full driving licence for a minimum of the past 12 months;
 - d. who is under the influence of alcohol or any substance which may impair the ability to drive; and/or
 - e. who has a medical condition which may impair their ability to drive.



Insurance

- 8 If use of the Hire Vehicle is not insured under the Hirer's own motor insurance policy at the Start Date, the Company can arrange comprehensive cover for an additional payment subject to the excesses shown on the Summary Page.
- 9 It is the Hirer's responsibility to request the Company arranges insurance cover for the Hire Vehicle.
- 10 If use of the Hire Vehicle is covered by the Hirer's own motor insurance policy during the Period of Hire and the vehicle is involved in an accident and/or damaged in any way the Hirer shall:
- make a claim through the Hirer's insurance policy;
 - comply with the conditions of its motor insurance policy in respect of the claim;
 - respond immediately to any communication from the Company (written or otherwise); and
 - supply any information relating to the incident in writing within 7 days.
- The Hirer shall be liable in full for the Company's losses if any of the requirements in this clause are not adhered to. Any security or deposit held by the Company shall go towards the Company's losses without limiting the amount due to the Company in making good the losses.
- 11 It is a requirement of the Company's insurance policy that every accident, no matter how minor, involving the Hire Vehicle shall be reported at once to the Company and the Accident report form shall be completed and returned to the Company within 24 hours.
- 12 The Company shall have the right to enforce, in the Hirer's name, any rights or remedies the Hirer has against other third parties in connection with the Hire Vehicle and or any insurance claim relating to the Hire Vehicle.

Limitation of liability

- 13 Nothing in the Agreement shall limit or reduce the Company's liability for:
- death or personal injury due to the Company's negligence; and/or
 - any other liability that cannot be excluded by law.
- 14 The Company shall not be liable for:
- delay;
 - consequential loss; or
 - any loss of profit (direct or indirect) arising from breakdown of the Hire Vehicle.
- 15 The Company's liability to the Hirer shall be limited to the fee payable for one week's hire of the Hire Vehicle under the Agreement.

General

- 16 No waiver of the rights of the Company under the Agreement shall be valid unless agreed in writing by a duly authorised representative of the Company.
- 17 The Agreement forms the entire agreement between the Company and Hirer, supersedes all previous representations whether written or verbal, express or implied and excludes any third party terms.
- 18 If for any reason after the Start Time the Company deems the Hire Vehicle not fit for purpose and/or the Hirer notifies the Company the Hire Vehicle is not fit for purpose, the Company may (in its sole discretion) provide the Hirer with an alternative vehicle of similar seating capacity and performance. If no alternative vehicle is available any charges paid by the Hirer in advance representing the remainder of the Hire Period for which a vehicle shall not be provided by the Company shall be repaid and the Hirer accepts they shall have no other claim or remedy of any kind whatsoever against the Company.
- 19 If the Hirer or Authorised Driver notices anything that indicates the Hire Vehicle is not fit for purpose they must immediately:
- notify the Company; and
 - Cease driving the Hire Vehicle.



- 20 The hire may be terminated by either party giving 24 hours notice of termination and the Hire Vehicle being returned to the Company as agreed. The terms of the Agreement shall remain in place and the Hire Vehicle shall remain the Hirer's responsibility until the Collection Time. For the avoidance of doubt, the Hirer shall remain liable for any damage to the Hire Vehicle between the Start Time and the Collection Time.
- 21 The Hire Period under the Agreement shall be a minimum of 3 days and shall not exceed 80 days.

Credit check

- 22 The Hirer gives the Company permission to carry out credit and identity checks on the Hirer and provide the Hirer's personal details to a third party (such as Creditsafe Business Solutions Limited) for that purpose.

By ticking the "I accept the conditions of hire" box, you agree to, and will be bound by, the conditions of hire above. If you do not agree to these conditions, you must not continue with the hire.

"I accept the conditions of hire"

Signed



Date



YOUR DATA

You can find out more about how we use your information by reading our privacy policy on our website (www.svh.uk.com/privacy-policy).