

TERMS AND CONDITIONS

These Terms & conditions may not be reproduced, in whole or part, by any person, company or organisation, without the express written permission of Classic Drives Car Hire.

1 Your Contract with us

When you sign the rental agreement form you accept the conditions set out below. Read this carefully. If there is anything you do not understand or do not agree with, please ask.

2 Definitions

HIRER: The person(s) who drive the vehicle(s).

CUSTOMER: The person(s) paying for the hire.

OWNER: Classic Drives

PERSONS ENTITLED TO DRIVE: The Hirer or any person permitted by the Owner to drive the insured vehicle whilst on hire provided that the person driving holds a licence to drive the vehicle. A copy of the driving licence for each person who may drive will be taken before the vehicle is permitted to go out on hire. Secondary proof of address for the main driver will be required. Classic Drives reserves the rights to hire any of the vehicles at its own discretion.

PERSONS NOT INSURED TO DRIVE: The insurers will not cover anyone who:

- a) Is under 25 or over 75 years of age.
- b) Has not held a full driving licence for cars with the appropriate gearbox for over 24 months in the UK/EU/USA/Canada/Australia/New Zealand/EEA including Switzerland. Drivers with licences from other countries will need to be referred to our insurers.
- c) Has been refused any motor insurance or had special insurance terms imposed as a result of claims experience or had their insurance cancelled by any Motor Insurer.
- d) Has been convicted of an offence in connection with the driving of a motor vehicle or motor cycle and has their licence suspended or had their licence endorsed with more than 9 points in the last 5 years.
- e) Whilst driving, has been involved in more than one accident during the past 3 years.
- f) Has any mental or physical defect or infirmity (please ask about medical conditions, e.g. diabetes, heart disease, as these will be considered individually by the insurer).
- g) Certain occupations are subject to individual submission for approval by the insurer.

3 Insurance Policy cover

When we arrange insurance, we will give you information on the insurance cover and any restrictions which may apply. By signing this agreement you are accepting the conditions of our insurance. The vehicle insurance cover is fully comprehensive and RAC roadside assistance/recovery is provided. It is the Hirer's responsibility to take all reasonable steps to ensure the car is locked and secure when unattended and to use all security devices supplied with the car.

ACCIDENTAL DAMAGE, FIRE AND THEFT: The hHirer must cover an excess charge on any claim. The Insurers do NOT offer any form of 'Collision or Loss Damage Waiver (CDW) option to reduce this excess. A refundable deposit will be required on the first day of hire to cover this excess, payable by credit or debit card.

4 Booking:

Bookings can be made by Visa, Mastercard, American Express, debit card or by cheque with guarantee card. Bookings will be confirmed on clearance of the payment.

CHOICE OF CAR OR ADVERSE WEATHER: In the event of unavailability of a chosen car due to mechanical or other problems beyond our control, or adverse weather conditions (generally ice, snow or serious flooding) the Owner will inform the Hirer and offer either an alternative car or an alternative date.

CANCELLATION – A NON refundable deposit of 50% is taken at the time of booking.

GIFT VOUCHERS: Vouchers are valid for a period of twelve months from the date on the voucher. A voucher may be transferred to an alternative driver or to an alternative vehicle, but no refund may be claimed on unused vouchers.

5 Your responsibilities

1. 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 always make sure you use the correct fuel. You are responsible for any uninsurable damage to the vehicle caused during the hire period, e.g. By hitting low level objects, such as bridges or branches, or by driving fast over speed ramps or rough roads

2. Animals sometimes allowed at Owners discretion.

3. It is illegal to smoke in our cars, even with the hood down.

4. You must bring the vehicle back to the place we have agreed, at the agreed time. One of our staff or an agreed third party must see the vehicle to check that it is in good condition. If we have agreed that you may return the vehicle when we are not available, you will remain responsible for the vehicle and its condition when it is inspected by a member of staff or the agreed third party.

You will have to pay for repairs if:

The vehicle needs a more than standard valeting (cleaning).

You have damaged the inside of the vehicle or the soft top (if fitted).

You have damaged the paintwork by using unapproved wedding ribbon or sticking on unapproved signs.

5. When you return the car you must check that you have removed any personal belongings.

6. Fuel: The vehicles are hired out with a full tank of petrol. The Hirer shall return the vehicle with a full tank. Failure to do so will result in a charge for the fuel. The Hirer is responsible for using the correct type of fuel required for the vehicle.

7. All keys, security locks etc., supplied with the car remain the property of the Owner and should be returned with the car at the end of the hire period. Failure to do so will result in a charge for replacement materials.

6. Our responsibilities

We maintain all our vehicles to at least the manufacturer's recommended standard. We assure you that all vehicles are roadworthy and suitable for renting at the start of the rental period. We reserve the right to change the vehicles on our hire fleet and offer an alternative vehicle if we sell a vehicle for which a booking has already been taken. If you are not renting the vehicle for business purposes, we are responsible for loss caused by: The vehicle not being fit to drive.

7. Property

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence. Customers park their vehicles at our premises at their own risk.

8. Conditions for using the vehicle

The vehicle must only be driven by you and any other named driver, or by anyone else we authorise in writing. You or any other authorised driver must not:

- . use the vehicle for racing, pace making, testing the vehicle's reliability and speed or teaching someone to drive.
- . use the vehicle whilst under the influence of alcohol or drugs.
- . drive the vehicle outside England, Scotland and Wales.
- . overload the vehicle or carry more passengers than it is designed for.
- . Use the vehicle for rallies or on a racetrack.

9. Charges

We work out our charge using our current price list. You will pay the following:

1. The rental and any other charges we work out according to the agreement.
2. Any charge for loss or damage, or extra cleaning resulting from you not keeping to the conditions. Spare parts and external labour will be charged at cost and our own labour charged at £30 per hour plus VAT.
3. A refuelling service charge if you have used, and not replaced, more fuels than we supplied originally.
4. Any RAC call-out charges when the breakdown service is used unnecessarily.
5. Recovery charges in excess of 100 miles.
6. All fines and court costs for parking, congestion charges, 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.
7. If you do not pay any of the charges, you will be responsible to pay our administration costs and any debt collection charges which arise.

10. What to do if you have an accident

If you have an accident you must NOT admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:

. Call the Owner straight away

. Make the vehicle secure

. Tell the police straight away if anyone is injured or theres a disagreement over who is responsible; and You must then fill in our accident report form and return it to us.

Photos are useful evidence.

11. information

You agree that we may use any information you have given us for our own internal and marketing purposes. We will not give or sell this information to any third party company. 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.

12. Governing law

This agreement is governed by the laws of England.