

## Classic Car Hire North Ltd.

### Hire Terms and Conditions 16/03/2016

#### Contract Formation

Please take a few moments to read and understand these terms and conditions ("Conditions"). Before picking up your hire car ("Car") on the day of hire that you have booked, you will be asked to sign a hire contract with the operator of the Car. The contract for the hire of the Car is between the hirer of the Car who is named on and who signs the hire contract, and the operator of the Car whose name, address and contact details are set out in the hire contract ("Operator", "us" or "we"). Classic Car Hire North Ltd. (Registered in England with Company No. 9188122) is the appointed agent of the Operator. You should address all communications in respect of your Car hire to Classic Car Hire North Ltd ("CCHN").

These Conditions and the hire contract together comprise the "Contract Documents". If there is any conflict between them, the terms of the hire contract take priority. The Contract Documents form the terms of the contract ("Contract") between you and the Operator. The Contract shall be binding on you and the Operator when you sign the hire contract.

#### Price

The price for your Car hire, including any optional extras will have been agreed in advance of signing the Hire Contract. The full price, including all costs and charges that may have become payable by you in accordance with the Contract terms, will be invoiced to you at the end of the hire period. Via our agent CCHN, you will have made an advance payment for the hire. Where the invoice total exceeds this advance payment (e.g. extra charges) you agree to pay the balance of the hire price and any extra charges as set out in the Contract Documents.

The hire price includes comprehensive insurance, breakdown cover, parking for your car, reservation fee, and the agreed number of miles. There is a charge per mile for mileage in excess of the agreed miles set out in the hire contract.

You will be required to pay a damage deposit, at the rate shown on the booking confirmation, upon signing the hire contract. This will be taken as a pre-authorisation on a credit or debit card.

Other costs you will have to pay include for the cost of fuel during the hire period; costs (over and above the basic cost of cover) charged to us by our breakdown cover provider in respect of your Car hire (details of the circumstances in which such costs will be charged are set out on the "Breakdown Cover" page on the CCHN website at [www.classiccarhirenorth.co.uk](http://www.classiccarhirenorth.co.uk), details of which are hereby incorporated into this Contract); the cost of breakdown assistance if you run out of fuel; all fines and court costs for parking, traffic or other offences (including any costs which arise if the Car is clamped or impounded); any miles recorded in excess of the permitted mileage (at the rate set out in the hire contract). If you breach the Contract, further costs may become payable, as set out in these Conditions.

Where we are providing delivery and / or collection services, in addition to the delivery / collection price agreed with you petrol is charged and mileage is measured from and to our premises (not the location of delivery / collection), but we are responsible for the Car until it is delivered to you and from the time it is collected from you.

#### Rental period

You may use the Car for the rental period shown in the hire contract. We may agree to extend this rental period but only at our sole discretion. If you do not bring the Car back on or before the end of the hire period, we can charge you for every day or part-day you have the Car after it should have been returned, at the current daily rate published on the CCHN website. If you are unavoidably detained please let us know immediately so that we can endeavour to extend the insurance cover.

The Car can only be collected and returned during our published opening hours, other than by prior arrangement. Your own Car may be left on our premises for the duration of the hire period, but at your own risk.

#### Insurance requirements

We will seek to procure insurance for you to drive the Car, and the cost of doing so is included in our charges. If we cannot obtain insurance for you to drive the Car, we will not hire the Car to you. The general requirements for insurance are summarised on the Terms and Conditions page of CCHN's website at [www.classiccarhirenorth.co.uk](http://www.classiccarhirenorth.co.uk). The full insurance policy document can also be found here. Please read this policy carefully so that you understand what you and any of your passengers are, and are not, insured for when you drive the Car. This is a standard car insurance policy. A copy of the policy will also be available at the Car depot/collection point. For the avoidance of doubt, any such insurance policy constitutes a contract between you and the relevant insurance company, and is subject to the terms of the insurance policy, as referred to above. Subject to the provisions on liability referred to below, neither we nor CCHN accept any liability in respect of the said insurance policy, or the failure of the insurance company to provide insurance, or pay out on any insurance policy so procured.

When you sign the hire contract, you will be confirming that the details you have entered on the insurance proposal form were correct when you provided that form to us, and remain correct as at the start of the hire. If there are any changes to your details after you have returned the form to us (e.g. additional penalty points) please contact us as soon as possible. If you fail to disclose any relevant facts or changes, you may not be insured and you will be liable for any losses, costs and damages, incurred by us or CCHN as a result. In these circumstances, we reserve the right to cancel the hire and charge a cancellation fee. If these circumstances only become apparent to us on the day of hire, the cancellation fee will be equal to the full value of the payment you have already made to our agent, CCHN.

### **Start of Hire**

Prior to the start of hire CCHN will check your Insurance Proposal Form(s) and do a DVLA licence check(s). You agree to complete the form(s) and provide the necessary check code(s) within 21 days prior to the start of hire. On the day of hire, we will need to take a copy from the original of your driving licence, see a secondary proof of address, and pre-authorise the damage deposit. Without these, the Car cannot go out on hire. In these conditions are not met we reserve the right to cancel the hire and charge a cancellation fee equal to the full value of the payment you have already made to our agent, CCHN.

### **During the hire period**

You will be given instructions relating to the Car prior to using it. You will follow these instructions. You must look after the Car and its keys. In particular, but without limitation: You will not smoke or carry animals in the Car; You will not drive under the influence of drugs or alcohol; You will not use the Car for any business use, hire or reward, commuting, towing, motor sport, trackdays, driving tuition or for any illegal purpose; You will not use the Car for carrying goods of any description save for personal luggage or for carrying more passengers than it was designed for; You will not use the Car outside the United Kingdom; You will not sell, rent or dispose of the Car or any of its parts, or gain or purport to have any legal rights over the Car.

You will only use the Car for social, domestic and pleasure purposes. You will be responsible for any loss or damage to property left in the Car, and you will protect the Car against bad weather which is reasonably likely to cause damage.

The Car may only be driven by persons named as drivers on the hire contract. You will ensure that anyone who drives the car complies with these Conditions.

Inevitably, older Cars can be less reliable than modern ones and you have to accept the risk of a breakdown. Subject to the non-availability provisions below, we will always ensure that the Car is supplied in a roadworthy condition. Should it become un-roadworthy during the hire period you must stop driving, and contact us or CCHN, as soon as possible. If the event of any fault on the Car you must follow the procedure in the Car information pack. Provided the Car has not become un-roadworthy due to your default, we will either provide a replacement Car during the hire period or a credit towards the cost of another car hire from the CCHN fleet.

You should not let anyone work on the Car without our permission. Provided we have given permission for work on the Car and agreed the cost, those costs are our responsibility (and if you pay for them will be refunded, subject to you sending us appropriate receipts), but otherwise the cost of any repairs, and any damage caused during repairs will be charged to, and paid by, you.

You must remove the keys when you leave the Car, and use any locks and security devices fitted to it or supplied with it. If you fail to do this and the Car is stolen you will be liable for whole cost of replacement, if we cannot recover the cost through our insurance policies.

If you are involved in an accident or the Car is stolen, ring us as soon as possible. In the case of an accident, you must not admit liability, and must follow the procedure in the Car information pack. If the Car is stolen report the theft to the Police as soon as possible and obtain a crime number.

### **End of Hire**

The hire contract will note any pre-existing damage on the Car and the level of petrol, recorded as the quadrant the needle is in. At the end of the rental period, the Car will be inspected for any damage.

Your responsibility is to return the Car in the same condition as it was issued to you ("Pre-rental condition"). If you fail to do so for any reason (other than fair wear and tear), you will have to pay the costs arising from any damage to the Car and any other costs to restore the Car to its Pre-rental condition. We will recover those costs from your damage deposit. We will refund the remaining balance (if any) to you. Where repairs are carried out by us we will charge £25.00 per hour for labour, and parts will be charged at cost. Damage to paintwork and bodywork which fits inside a circle of 1cm diameter (e.g. stone chips) is disregarded for the purposes of assessing damage to the Car.

You will be liable for the full cost of repair, irrespective of the level of damage deposit, where damage is caused by: (i) driving that we reasonably consider to be reckless, dangerous or inappropriate (ii) misuse of the Car, failure to stop as soon as possible in the event of a fault developing, or use of incorrect fuel.

At the end of the rental period the level of petrol should be in the same quadrant as it was in at the start of the hire period. We will charge to you the cost of fuel to make up any shortfall as set out on the hire contract.

The Car may only be returned outside our published opening hours by arrangement, but where this occurs you will remain responsible for the Car in accordance with these Conditions, until it is inspected by us upon return during opening hours.

You must return, in good condition, all contents supplied with the car, including information pack, maps, guide books, spares, tools and other materials.

### **Weather & Non-availability of Car**

We will use all reasonable endeavours to supply the Car you have booked, on the dates you booked. However this is not always possible, in which case we will notify you as soon as possible and give you a choice of an alternative Car, alternative date(s), or a full refund.

In the event of weather considered by us to make driving unsafe (e.g. ice and /or snow) or unsuitable for classic cars (e.g. salt on the roads), we will contact you and you will have a choice of alternative dates, or cancellation (and full refund).

Note that as a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau. Nothing in these Conditions will affect these legal rights.

### **Liability**

Nothing in these Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or for any other liability that cannot be lawfully excluded.

Subject to the above, our total liability, and that of CCHN, in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Contract shall be limited to the total sum payable to us, as set out in the hire contract. Neither we nor CCHN shall be liable for an indirect or consequential losses or losses that are not foreseeable (for example but without limitation a failure to attend an event following a Car breakdown).

We will not be liable for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside our reasonable control.

### **Gift Vouchers**

Gift vouchers are valid for 12 months from the date on the voucher. They may be transferred to alternative cars but no refund may be claimed on unused vouchers. When vouchers are redeemed the drivers must meet insurance requirements and must accept these Conditions by signing the hire contract.

### **Data Protection**

You agree that we and CCHN may use personal information you provide to us or CCHN to provide the Car hire service and perform statistical analysis, to process your payment, and to inform you about similar products or services that we or CCHN provide, but you may stop receiving these at any time by contacting us or CCHN. You agree that we may pass your personal information to the insurance and breakdown company used in respect of the Car hire, credit reference agencies, and (if you breach the Contract) debt collection agencies, DVLA and (if applicable), the police.

### **Cancellation**

You can cancel within 7 days from the date of booking and receive a full refund provided your hire starts more than 14 days from the date of booking. Thereafter, up to 28 days before the hire period commences you can cancel and receive a full refund less a reservation fee of £50.00, after which no refund is given.

We will send you a booking confirmation showing details of the car, the dates, all charges and any other details which may have been agreed. Prior to you signing the hire contract, we reserve the right to refuse to hire any Car at our sole discretion.

### **General**

Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. This Contract is governed by English Law, and the parties submit to the jurisdiction of the English courts.