

Terms and Conditions of Hire

Please take the time to read through the following points carefully, they will prevent confusion and additional charges during your hire. The full terms and conditions can be found on the rear of the rental contract.

- **Security** - The card used for payment and deposit is used as security for the hire and any outstanding charges at the end of the hire will be charged to this card. Details are secured within Stripe. Cash is not accepted. When booking with us we pre-authorise the excess fee (£750 or £200 depending on if the excess reduction is taken), the release of the excess fee can take up to 10 working days.
- **Excess** - The insurance excess is £750 which can be reduced to £200 for an additional fee of, £9.99 per day on cars and £14.99 per day on vans. An excess is applicable to each area of damage. Costs associated with misfuelling are charged in full. The full excess will be taken on return of the damaged vehicle, the damage will be estimated and repaired, and any monies left over from the excess will be refunded to you. Repair costs will include a loss of use charge depending on the vehicle and length of time the vehicle is unavailable to rent.
- **Interior** - Please note we do not allow smoking or pets in any of our vehicles. A valeting fee of £300 is chargeable on any vehicle returned that requires cleaning.
- **Condition** - Please check around the vehicle carefully before signing the agreement paying close attention to common damage areas such as wheels, tyres, the windscreen, and bumper corners. Pre-existing damage will be photographed and stored within the agreement; you will receive a copy of this by email. On return the vehicle will be subject to the same check and any change in condition will be charged for.
- **Fuel** - Fuel is operated on a like for like basis, please return the vehicle with the same amount as collected. Under fuelled vehicles will be charged at the cost of fuel plus a £25 refuelling fee.
- **Traffic Violations** - All traffic violations and fines incurred during the rental are the hirers responsibility. An administration fee of £50 will apply to any fines received by us.
- **Extensions** - Extending the rental may be possible if the vehicle is still available. This must be arranged before the end of the hire and all additional costs paid for up front.
- **Returns** - The return date and time is stated on your rental contract. Late returns are charged at a rate of up to double the daily rate. The vehicle must be returned during operating hours and be inspected by a member of the hire team.
- **Breakdown** - In the event of a breakdown please call the AA on 0800 107 5867 quoting the registration of the vehicle. If the issue cannot be resolved at the roadside, please call the office on 01844 260302. If you have been involved in an accident, please refer to the accident pack found in the glovebox.
- **Cancellations** – Bookings can be cancelled 48 hours before collection, a charge of £25 will be taken for the cancellation. Bookings cancelled within 48 hours of collection or no shows, the full rental amount will be charged.

TERMS & CONDITIONS

1. In this Agreement the following terms shall have the meanings hereby respectively assigned them.

Hirer:	The person named as such overleaf.	Excess Amount:	The sum specified overleaf as the excess amount.
Driver:	The Hirer and/or other person named as such overleaf or any other person specifically approved by the Lessor to drive the vehicle during the duration of this agreement.	Excess Waiver Fee:	A fee calculated in accordance with the Lessor's current tariff which limits the Hirer's liability to pay the excess amount to the amount of the non-waivable excess.
Vehicle: Accessories:	The original vehicle described overleaf or any replacement vehicle. The spare wheel, tools, and other items with which the vehicle is supplied and any replacement thereof	Non-Waivable Excess:	The hirer's liability will be limited to the amount of the non-waivable excess if Excess Waiver is purchased in accordance with the Lessor's current tariff or is part of an inclusive tariff rate offered by the Lessor.
Rental Period:	The period from the date and time out stated overleaf until the re-delivery of the vehicle into the physical custody of the Lessor.	Personal Accident, Personal Effects & Goods in Transit Insurance Fees:	Fees which entitle the Hirer to the benefits of the cover set out in the master policies issued to the Lessor.
Rental Charges:	The hire charges for the rental period calculated in accordance with the Lessor's current tariff.	Current Tariff:	The Lessor's tariff current at the commencement of hire.
Refuelling Charge:	A surcharge which is added to the cost of the amount of 'Top-Up' fuel needed when the vehicle is returned to the Lessor. Calculated in accordance with the Lessor's current tariff.	The Insurance Policy:	The Lessor's policy of insurance on the vehicle a copy of which is available for inspection at the rental location.

2. The Hirer acknowledges that:

- The vehicle is fit for his purpose and undertakes to return it and its accessories to the place and on the date due back specified overleaf.
- The hirer has received the vehicle free from apparent defects or damage (except as indicated).
- The Lessor has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall the Lessor be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties.
- The Lessor shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturer's warranty, or any warranty implied by law to take reasonable care or exercise reasonable skill. Thame Car and Van Hire Ltd cannot be held responsible for any personal expenses such as hotel costs incurred as a result of breakdown, delays or accidents to vehicles hired from them.
- The Hirer shall be liable for the first £ (see insurance declaration overleaf) of any damage claim.
- The Hirer shall be liable for the first £1000 of any theft claim.

3. During the rental period, the Hirer shall keep the vehicle and its accessories in his or any approved driver's possession and free from legal process or lien and when not in use adequately protected and secured.

4. The Hirer and any driver shall ensure that the vehicle will not be used:

- For hire or reward, the carriage of goods in connection with trade or business if over 3.5 tonne gross plated weight.
- For racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer, or other object.
- In any manner which might render void the insurance policy, or other contract of insurance.
- For any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.
- By any person who:
 - Is not licensed to drive the vehicle.
 - Is less than 25 years of age (21 subject to approval) or over 75.
 - Is under the influence of drink or drugs.
 - Has given a fictitious name or address.
 - Has not been approved by the Lessor as a driver.
 - Has been convicted of a motoring offence the details of which have not been disclosed in writing to the Lessor at the commencement of the hire.
- Outside England, Wales, or Scotland without prior written consent of the Lessor.

5. The Hirer agrees to pay on demand:

- Rental charges, any account not having been paid within 28 days of invoice date will result in the hire contract being terminated and legal action taken to recover all amounts due.
- Any appropriate Excess Waiver or Personal Accident, Personal Effects or Goods in Transit insurance fees, and any Refuelling and miscellaneous charges.
- The excess amount in respect of each incident resulting to or loss of the vehicle, its accessories or any property left stored or transported in or upon the vehicle. The full cost of uninsured damage to, or loss of the vehicle.
- All fines and court costs incurred in relation to the vehicle by the Hirer or Lessor from the commencement of the rental until the vehicle is returned to the Lessor, except where caused through the fault of the Lessor.
- Any Valued Added Tax, local or other taxes payable in respect of any of the above.

6. The Hirer shall compensate the Lessor in full on demand for any loss it suffers because of any damage, fire or theft to or of the vehicle including loss of revenue to the Lessor for the period during which the vehicle shall remain unavailable for rental by reason of such matters and any claims made by any persons in respect of the vehicle whilst it is in the Hirer's custody. Should the vehicle be deemed to be beyond economical repair, or stolen and not recovered, the hire charge will continue until settlement in full is received. This clause applies whether you have insurance or not.

7. The Hirer and any driver shall:

- Ensure compliance with the terms, conditions, and limitations of the insurance policy, which shall be deemed to be included in this agreement as if the same were fully set out herein.
- Inform the Lessor immediately of any loss or damage to or fault developing in the vehicle.
- At the request and cost of the Lessor permit to be done in his own name all acts and things as may be reasonably required by the Lessor for the purposes of repairing the vehicle or enforcing any rights or remedies or of obtaining relief from other parties in respect of any loss or damage to or in connection with the vehicle or its accessories.
- Indemnify the Lessor against any loss incurred by reason of any breach of this Agreement by the Hirer or any driver.
- Ensure that the maximum payload and individual axle plated weights are not exceeded.
- Be responsible for the loading and unloading of the vehicle.
- Obtain or maintain any necessary operator's licence.

8. The Hirer and any driver shall not:

- Without prior consent of the Lessor incur any liability for repairs to the vehicle in excess of £25.
- Be the agent or servant of the Lessor for any purpose.
- Make any claim for loss of or damage to any property left stored or transported in or upon the vehicle unless due to our negligence.

9. Even if an excess waiver fee is paid, the Hirer shall be responsible for the payment of any excess amount where the loss of or damage to the vehicle or its accessories arises from the negligent or wilful action of the Hirer or any driver. This cover shall not extend to any damage caused to any glass incorporated into the vehicle, its tyres or damage occurring above or resulting wholly or partially from damage above the roof of the cab. Loss of revenue billing will be charged where necessary, whilst the vehicle is under repair.

10. The period of hire as specified overleaf shall not be extended without the Lessor's express authorisation in writing and in any event the period of this Agreement shall not exceed 90 days.

11. HGV Driving Licence is required for all vehicles over 7.5 tonnes gross vehicle weight. HGV Driving Licences MUST be accompanied by a current and valid ordinary driving licence.

12. If the Hirer does not comply with any of these conditions, he shall return the vehicle to the Lessor immediately and pay to the Lessor on demand any loss it suffers in respect of the Hirer's noncompliance, failing which the Lessor shall be at liberty to retake possession of the vehicle and you hereby authorise us to enter onto your property to do so. All costs and expenses incidental to recovery of the vehicle shall be repaid by the Hirer to the Lessor on demand.

13. Any addition to or alteration of the terms and conditions of this Agreement should be agreed in writing by the parties.

14. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or any other liability of the Lessor which cannot be excluded as a matter of law.

15. **Data protection:** By entering into this rental agreement, you agree that we can process and store your personal information in connection with this agreement. We will use your information to analyse statistics, for market research, credit control and to protect our assets. You agree that if you break the terms of this agreement, we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect its assets, as allowed under the Data Protection Act 1998.

THESE TERMS AND CONDITIONS ARE PART OF THE RENTAL AGREEMENT.