

Highland Caterham Hire Terms and Conditions

In these Terms and Conditions:

- a) "the Company" means Highland Caterham Hire;
- b) "the Hirer" means the person, firm or organisation by or on behalf of whom vehicles are rented under these "terms and conditions";
- c) the term "hirer" also includes those in receipt or holding a gift or prize voucher issued by the Company.
- d) "Authorised Driver(s)" means the driver(s) including the Hirer (if he or she is an individual) approved by the Company and entered on the agreement form;
- e) "Hire Vehicle" means the vehicle described on the proposal form;
- f) "Insurer" means the insurance company through which insurance is arranged;
- g) "Full Weather Equipment" means the hood, side-screens and any other equipment supplied by the Company to the Hirer with a view to protect the Hire Vehicle in the event of weather conditions that may result in damage to the interior trim;
- h) "Insurance Policy" means the policy under which the Hire Vehicle and any third party is insured against any damage caused by the Authorised Driver(s).
- i) "Day's Hire" means collection at 9am and return by 5pm unless otherwise arranged. Late return may incur a penalty charge.

Terms and Conditions:

1. The Hire Vehicle will be supplied in good mechanical & cosmetic order throughout with a full tank of fuel and must be returned in this condition.
2. The Hire Vehicle may only be taken and driven on public roads within mainland United Kingdom by the Authorised Driver(s) and may not be used for racing or competing of any kind or type, whether on public or private facilities or wheresoever and/or in any

non-competitive event on a race track or public or private facility.

5. The Hirer is responsible for the security of the Hire Vehicle and must take all possible precautions to ensure that security is maintained throughout the period of hire.

6. The Hirer shall deposit a security bond of £1,000 by credit / debit card upon collection. This sum will be refunded in full if the Hire Vehicle is returned in a satisfactory condition to the Company. The company reserves the right to make a separate charge to cover the cost of any cleaning and or repair work required if the Hire Vehicle is returned in an unsatisfactory condition.

7. The Company's Insurers apply a £1,000 excess to any claim on the Insurance Policy. The Hirer will be responsible for that sum as part of any claim arising during their period of hire. Damage for which the hirer is responsible includes in addition to collision damage, any damage however caused to any part of the car. This includes damage to engine sump, oil system, wheels, tyres and windscreen.

8. The hire charge includes vehicle insurance in respect of the Authorised Driver(s). Neither the Company nor its Insurer will accept any liability for loss or damage caused while the hire Vehicle is rented to a Hirer who does not comply with the conditions set out in the Insurance Policy, and the Hirer agrees to make any payment necessary to put the Company in the position it would have been if the breach had not occurred. The Hirer will supply any information concerning the Authorised Driver(s) of the Hire Vehicle to the Company upon demand and undertakes to allow the company direct access to the Authorised Driver(s) of the Hire Vehicle and will fully co-operate in obtaining such access. In the event of an insurance claim, the Hirer shall be liable to forfeit his/her deposit.

We understand that on occasion, plans unforeseeably change. You may cancel your booking at any time by contacting *Highland Caterham Hire* via e-mail or by phoning 07922 194562. Once booked we are unable to offer any form of monetary refund though (with minimum of 4 weeks' notice) you can reschedule your booking free of charge to any future date, ensuring you will not lose out should your plans change. We are unable to accept cancellations within 4 weeks of the hire date.

9. The Hirer must pay the appropriate hire charges to the Company prior to his or her taking possession of the Hire Vehicle. Payment must be by approved Credit or Debit cards. The Hire Charge includes 120 miles per day and any additional mileage will be charged at 65 pence per mile and must be paid when the Hire Vehicle is returned. It is hereby declared and agreed that the Insurance Policy is only to cover the Hire Vehicle whilst let out on hire, subject to the terms and conditions of the Policy and to the following conditions;

a) The Hirer shall verify the identity and address of the Authorised Driver(s) (i.e. by means other than relying solely on the information contained in their respective driving licences) and that such persons are not among the excluded persons enumerated below.

b) The Hire Vehicle shall not be let out on hire to or driven by –

- Persons under 30 or over 70 years of age
- Persons who do not hold a full valid British Driving Licence or other Approved issuing country.
- Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motor cycle and/or have had their driving licence endorsed or suspended with current endorsements showing more than six (6) points.

- Persons who, whilst driving, have been involved in more than one accident during the last 3 years.
 - Persons whose driving licence is subject to restrictions due to mental or physical disability or infirmity.
 - Persons who suffer from fits, diabetes, any heart complaint and/or any other medical condition which is likely to impair their ability to drive the Hire Vehicle safely.
 - Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed and/or have had an insurance policy or cover cancelled by any motor insurer.
- c) The Hire Vehicle shall be driven only by the Authorised Driver(s) whose names are on the proposal form completed by the Hirer immediately prior to the hire.
- g) The Hirer is liable for all penalties for offences committed under traffic regulations including but not restricted to, parking fines, bus lane fines and speeding fines incurred during the period of hire.
- h) The Hirer acknowledges that any property placed within the Hire Vehicle is placed there at their own risk and the Company has no responsibility for such property.
- j) The Hirer or any Authorised Driver will in no way be deemed to be the agent, servant or employee of the Company.
- k) The Company will not either on its own behalf or on behalf of the Insurer waive any of its rights hereunder except in writing signed by a duly authorised representative of the Company or the Insurer respectively.
- l) The Company reserves the right to terminate the rental to which this agreement refers if it becomes aware of any breach by the Hirer of these terms and conditions. Upon breach of the above terms and conditions the Company may give the Authorised Driver'(s) personal details to credit reference agencies, the Driver & Vehicle Licensing Authority (DVLA), HM Revenue & Customs, the Police, debt collectors and any other relevant organisation. The Company may also give the Authorised Driver'(s) personal details to the British

Vehicle Rental & Leasing Association, who may pass those details on to any of its members for any purpose stated in the Data Protection Act 1998.

o) These terms and conditions constitute the entire agreement between the parties relating to the subject matter of the agreement. These terms and conditions supersede all previous agreements whether oral or in writing between the parties on the subject matter of this agreement. Each of the parties agree that it did not rely on, and shall have no remedy in respect of, any statement, representation or warranty whether oral or in writing of any person (whether or not a party to this agreement) other than those expressly set out in this agreement. Nothing in these terms and conditions shall limit or exclude any liability of any party for fraud.

p) These terms and conditions shall be governed by and construed in accordance with the laws of Scotland.

q) A person who is not a party to this agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement except as provided but this does not affect any right or remedy of the third party which exists or is available apart from that Act.

Should you not be compliant with any or all of these T's and C's then please contact Highland Caterham Hire to discuss as on occasions the insurers are able to offer dispensations from some of the clauses.

Highland Caterham Hire
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