



Terms & Conditions of Rental Agreement

Your Rental Agreement with us:

Hirers are requested to read and accept these Terms and Conditions carefully before making payment. In making payment you enter in to an agreement with our terms and conditions. If there is anything you do not understand or do not agree with, please speak to any member of our rental staff for guidance.

Vehicle Availability:

Whilst every effort will be made to provide the exact make and model reserved, it may be necessary for a similar or upgraded vehicle to be supplied due to unforeseen circumstances.

Identification:

Your driving licence must be produced each and every time you hire a vehicle from us. In addition, you must produce two further means of identification, which must include a utilities bill to you at your present address or an official letter to you at your present address. You will also be required to leave a telephone number where you can be contacted either during the day or evening.

Note: Our rental staff reserves the right to refuse your rental if they have any cause for concern or if you do not produce your driving licence or for any other similar reason.

Driving Licence:

All drivers must be in possession of a current, full valid driving licence. UK Licence holders, with the new style driving licence MUST produce both the photo card and the paper counterpart if applicable. Drivers with foreign driving licences must present their own national licence, plus an International Driving Permit (IDP) if a non- EU, EEA resident. All other drivers may drive in the UK for up to one year from commencement of residency in accordance with the current DVLA restrictions. Sight of their Passport is required for proof of entry. Copies of this information have to be taken and will be kept on a secure storage device for 3 years in accordance with our insurers terms and conditions and the law.

Additional drivers:

In addition to the main hirer, it is possible for three other hirers to be insured to drive the vehicle, provided they meet our insurance requirements.

Fuel:

Our rental staff will note on the pre-rental check form and rental agreement, the reading of the fuel gauge. You are requested to return the vehicle with the same amount of fuel as you commenced the rental. **A refuelling charge of £25 will be made if it is necessary to bring the level of fuel up to where it was when you took the vehicle. Charges for this will be in line with the price at the pump and you will have it automatically debited from your card.** No refund will be given for any fuel in excess of the original reading.

Gift Vouchers

Gift vouchers are to be paid for in full at the time of purchase. Gift vouchers are valid for 12 months from the date of issue and are non transferrable. No refund can be issued once a gift voucher has been issued. You may extend your voucher for £45 for a further year within its validity date.

Hiring period:

This is calculated on a 24-hour basis. Rental times may be adjusted to suit individual hirers' requirements subject to vehicle availability.

Payment:

The full cost of rental plus a pre-authorisation of a minimum of £1500 must be made before any vehicle is released for rental. Major credit/debit cards must make payment only unless otherwise agreed.

Your responsibilities:

You must look after the vehicle and the keys to the vehicle. Lost keys will be charged at £150 per set.

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 liable damage such as fitting the roof whilst parked.

You must make sure that you use the correct fuel, as you are responsible for any resultant damage.

You must not sell, rent or dispose of the vehicle or any of its parts.

You must not give anyone any legal rights over the vehicle.

You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only recompense you if you have a receipt for the work done.

You must let us know as soon as you become aware of a fault in the vehicle. Failure to do this may result in further charges due to damage caused by negligence.

What to do if you have an incident:

You have the option to purchase a collision damage waiver for 3rd party fault accidents. Please let us know if you would like to make this additional purchase at the time of booking.

If you have an incident resulting in any damage to any vehicle we will hold your pre authorisation until the insurers have resolved the issue.

If damage to our vehicle due to an incident is proved to be a 3rd party at fault and all other matters have been cleared with the insurers your pre auth will be refunded after our external costs have been calculated and insurance excess paid.

Hirers accept full liability for cosmetic and mechanical damaged caused by negligence such as engine failure caused by over-heating or by clutch failure due to misuse and abuse of the vehicle.

If you have an incident or a suspected problem with the vehicle, call us immediately - failure to do so will result in the loss of the pre authorisation and potentially further costs.

If you have an incident you must not admit responsibility until this has been clarified in the report. You should get the names and addresses of everyone involved, including witnesses. You should also:

Make the vehicle secure;

Tell the police straight away if anyone is injured or if there is a disagreement over who is responsible; and Call our office straight away.

You must then fill in our incident report form when you return the vehicle. If this is not possible, verbal details can be taken from you but a copy of the information you have supplied will need to be verified and signed by you. In either case you must report the incident to us within 24 hours. Failure to do this will result in the loss of the pre authorisation.

Conditions for using the vehicle:

Only you or a named driver on the insurance application may drive the vehicle providing a full valid driving licence is held and a digital cover note has been issued to you.

You or your authorised named driver must not:

Use the vehicle for hire or reward. Unless this extension has been applied to your certificate of insurance;

Use the vehicle for any illegal purpose;

Use the vehicle for racing, pace making, competitions, rallies, track days, trials or speed tests whether on the road, track, off road, land prepared for such use or the Nurburgring Nordschleife and whether the event is organised or informally arranged;

Use the vehicle whilst under the influence of alcohol and/or drugs;

Drive the vehicle outside England, Scotland and Wales, unless we have given you written permission;

Load the vehicle beyond the manufacturer's maximum weight recommendations and make sure that the load is secured safely; and

If the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.

Towing:

You or your authorised named driver must not use the vehicle for towing unless we have given you written permission.

Returning rental vehicles:

Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle. We are not liable for loss or damage to your own property. Vehicles must always be returned back to us during opening hours. We will not accept responsibility for vehicles damaged or stolen from outside our premises if dropped-off after hours. If we have agreed that you may return the vehicle outside business hours, you will remain responsible for the vehicle and its condition until it is re-inspected by a member of our staff. **Vehicles must be returned between 9am and 11 am unless otherwise specified. If you do not bring the vehicle back on time you are breaking the conditions of this agreement. We will charge a further £50 per hour if the vehicle runs over the agreed hire period. This charge will continue for every hour thereafter.**

You will have to pay for reasonable costs of repair if:

We have to pay extra costs to return the vehicle to its condition when the pre-rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-rental condition).

If the car is returned with an unacceptable state of cleanliness to the interior and/or exterior we will charge you a set £75 valeting charge which will be automatically deducted from your card.

If the vehicle has been damaged whilst in your care and does not warrant an insurance claim, we will use the pre-authorisation amount to fund the repair to the vehicle and charge above that if necessary.

Overseas travel:

With prior approval, it may be possible that our vehicles may be taken abroad, although there are restrictions regarding taking them into some countries. A surcharge will apply when taking a vehicle outside the U.K. and extra charges will be applied to provide a Green Card. Your insurance may be limited to 3rd party and in this case we would require a full value deposit for the hire of the vehicle.

Our responsibilities

We have maintained the vehicle to a high standard and to, as a minimum, the manufacturer's recommended standard. We perform a pre-hire check and can assure that a vehicle is roadworthy and suitable for renting at the start of the rental period. However any car can develop a fault at any time no matter how much preventative maintenance and preparation we do. It is with this anticipation that you must allow for the fact that a fault may arise during your hire period that we are not responsible for.

Losses are foreseeable where you and we could contemplate them at the time the vehicle is rented. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

If a vehicle breaks down we will endeavour to get you back on the road within good time. If this is not possible we are obliged to offer and deliver an agreed replacement vehicle to you within 3 hours of your notification and to recover the faulty vehicle free of charge. This vehicle may not be the same type but will be of a classic nature. We are not obliged to offer refunds in the event of breakdown if the car is fixed in good time or a replacement is offered and/or supplied within 3 hours of you notifying us of a terminal break down.

Property:

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from a breach of contract.

Charges:

We work out charges using our current price list.

You will pay the following charges:

The rental and any other charges we work out according to the agreement;

Any charge for loss or damage due to you not keeping to your responsibilities;

A refuelling service charge of £25 plus the fuel if you have used and not replaced the quantity of fuel that we supplied at the start of the original rental. The charge will be based on the current fuel rates;

All fines and court costs for parking, 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. If you do not, you will be responsible to pay our administration charges, which arise when we deal with these matters on your behalf;

A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired or it is a write-off (can't be repaired);

Any published rates for delivering and collecting the vehicle;

Any vehicle excess whereby a collision damage waiver policy has not or cannot be applied or purchased for the hire period.

Interest which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate of Barclays Bank PLC; and

Value Added Tax and all other taxes on any of the charges listed above, as appropriate.

Miles are capped at 100 miles per 24 hr period and will be charged at £1.50 per mile in excess of that limit.

You are responsible for all charges, even if you have asked someone else to be responsible for them.

Webbs of Weybridge will not offer any form of refund or be obliged to offer a replacement vehicle due to an accident, early vehicle return, weather or act of God except in the case of a breakdown whereby an agreed suitable replacement vehicle could not be supplied within 3 hours of the reported incident.

Your pre-authorisation total will be retained in case of an incident. This will be used to cover any costs incurred by Webb's Of Weybridge inclusive of the insurance excess.

If you wish to cancel your booking for any reason at all you will forfeit your deposit. If you choose to cancel your booking or you do not complete your booking you will also be charged the percentage of the total booking shown relative to our set timescale below:

More than 2 months – Deposit retained

Within 2 months – 50%

Within 6 weeks – 60%

Within 4 weeks – 80%

Within 2 weeks – 100%

Ending the agreement:

If you are an individual, we will end this agreement straight away if we find out your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We may end this agreement if you do not meet the main requirements of this agreement. If you are a company, we will end this agreement immediately if:

You go into liquidation;

You call a meeting of creditors;

We find out that your goods have been taken away from you until you pay off your debts; or

You do not meet any of the conditions of this agreement.

If we end this agreement it will not affect our right to receive any money we are owed under the conditions of this agreement.

We can also claim reasonable costs from you if you do not meet the main requirements of this agreement. We can repossess the vehicle (and charge you a reasonable amount) without using unreasonable force or causing damage.

Data Protection:

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), Police, debt collectors and any other relevant organisation.

Governing law:

The law of the country in which it is signed governs this agreement. Any dispute may be settled in the courts of that country.

Severance

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

Please note that cover is subject to the expiry date on the cover note. If the date and time is overlapped with the return of the vehicle, contact must be made with us to extend cover to ensure continuation of insurance cover.

The Insurance cover is invalid if hire has been paid for in total in cash.

In placing a booking, you adhere to this agreement. You also agree to all terms and conditions specified by our insurers, accept that we make take payment from the pre-authorised amount for additional charges and insurance excess in case of an accident and accept the vehicle as described in the accompanying 'check out' documentation.