

TERMS AND CONDITIONS OF HIRE

PB SUPERCAR HIRE

& SHORT TERM LEASING  **EST. 2006** 

1) Hire Conditions

-To be eligible to hire you must be between the ages of 25 and 70 and have held a full driving licence for at least 5 years (2 years for 4x4's) with a maximum of 6 points for minor offences. Be able to provide passport **and** driving licence **and** 2 further proof of address, one of which **must** be a bank statement/credit card (pre pay not allowed), the other **must** be council tax, water/elec/gas/oil/landline/internet telephone bill (mobile not allowed) or mortgage statement all of which **must** be dated in the last 45 days **along** with your National Insurance Number.

If you are unable to produce **ALL** the documents above we may allow hire to continue at our discretion however the standard damage deposit will double and the deposit reduction scheme will not be available. We may allow the standard deposit (ie not to double) if a fee equal to 10% of the standard deposit is paid.

Hirers who are not resident in the UK are not allowed to hire unless they own a property in the UK and can produce the above documents. You can however have another person hire the car who can provide the above and then add you as a 2nd driver.

If you book a car and you are unable to hire on the day due to not producing the correct documents you will 100% liable for the entire fee as per your booking invoice.

2) Mileage

Will be as agreed or displayed on the website . Further miles can be used and will be charged at the rate agreed or displayed on the website per mile.

3) Deposit and Insurance

This will be as identified on the website and your invoice at the time of booking, and can be reduced by paying a waiver fee. The deposit will be taken by means of a pre-authorisation on a debit or credit card on the day of hire giving us full authority to the funds if so required. The deposit is your insurance excess amount and will be returned when the car is before you leave the premises.

The excess deposit will be used to cover any insurance claim excess or **any** costs/breaches of terms incurred while the car is in your possession through your actions (none of the below apply if a 3rd party is at fault). The insurance only covers damage to the car and nothing else. You will also be liable for any other costs not covered by the insurance such as but not limited to recovery of vehicle back to us, storage of vehicle while it is recovered, accommodation/ travelling costs, recovery of car if seized for illegal activity etc, loss of hire to yourself **and** future loss of hire to us charged at the same daily rate as your booking invoice -These are not covered by the deposit/insurance and must be paid separately directly to the provider or us.

Should a car be damaged or costs arise, due to your illegal actions such as, but not exclusively -drink driving, drug driving, excessive speeding, dangerous driving- (independent 3rd party report) you will be liable for 100% of the repair cost of the entire vehicle or replacement, irrespective of the deposit as this will not be covered by the insurance.

If the vehicle is unavailable for hire after your hire period ends due to your actions (not 3rd party actions) you will at our discretion also be responsible for the cost of loss of hire at the same daily rate as your original booking invoice until it is available for hire again (eg but not limited to: its repaired, insurance payout and replacement vehicle is available, car is released from storage compound etc).

In the event of damage your deposit will be held until the 3rd party insurers confirm in writing that they accept liability and that the excess is not required for a claim.

Any unauthorised person found to be driving the car will result in automatic loss of deposit and hire being cancelled with no refund and a fine amounting to £10000 and you will be 100% liable for any costs as above that may arise. Only the persons agreed by us can drive if we hold the documents in S.1 above.

In order to meet our insurance obligations hirers may not use any car without our written consent for any form of business use. On any road or other driving surface that has not been adopted by the local council. For any form of race, trial, rally, track day or other competition in. Rallies such as the Gumball are allowed with our prior permission.

4) Accidents

The hirer must not under any circumstances admit liability for any damage, accident or claim to any persons without the consent of PBSH. If an accident occurs please remain with the vehicle and contact PBSH prior to exchanging the required details. **DO NOT ADMIT LIABILITY IN ANY FORM.** No hirer is to attempt to make, or accept payment from a third party as compensation.

5) Thefts ,Security and Tracking

The **tracking fob, and key** must not be left in the car under any circumstances unattended. When both items are not in the car with you they must be kept separately. The fob should be kept in your wallet at all times during the hire as this is then kept on your person. If you need to leave either the key or fob out of your pockets at any time, ie when you are at home or work, both items must be kept separately.

In addition the tracking devices will notify us automatically should any car be taken to a location that is not permitted under our terms or where racing, pace making, or other prohibited use may occur. Should this occur the hirer will be subject to a fine of £10000, and loss of hire, in addition to any wear and damage caused to the car or any other loss or fine imposed under these terms..

6) UK, European Use and Excluded UK Areas

Cars are only permitted and insured to be used for social, domestic or pleasure use only in the UK. The cars are not to be taken outside of the UK without our prior consent in writing by us as we will need to arrange additional insurance. If you attempt to take the vehicle outside without authorisation you will be subject to a fine of £10000 in addition to or if any damage or other expenses occur.

7) Damage

All cars will be rigorously checked prior to and following each drive period and recorded on the inventory. If damage to tyres occurs the hirer must not drive the car and must contact the office to notify us. In the case of punctures, the hirer will be responsible for the repair of the tyre, or its replacement if it is not repairable. The full cost of the above will be at the hirers expense. Any loss of hire time due to a puncture will not be refunded to the hirer. Tyres that are found to have been worn or damaged as a result of misuse will be charged for on return.

If any car is damaged in any way while in the possession of a hirer, then the hirer must report the damage to the office by email and phone within 60 minutes no matter what time of day it is. If damage is such that the car may not be moved, the hirer must not abandon the car but will firstly ensure their own safety and if possible secure the car then stay with it until assistance arrives and the car is either fixed or recovered on a lorry.

8) Collection and Delivery

Cars can be collected from the storage facility, where we have parking should you wish to leave your car, or we will deliver. We will endeavour to keep to a hirers requested time frame as much as possible, however due to the nature of road transport this may be subject to delay in some cases. We cannot be held liable for delivery or collection delays for reasons beyond our control.

9) Reservation Fees, Cancellation and Availability

A **25% deposit** must be made at booking. **Full payment** must be paid before start of hire.

If any reservation needs to be cancelled, this must be done by telephone/email. The booking deposit of 25% is non refundable, but can be transferred to a later date, subject to our approval. Within 14 days of hire you will be liable for the full hire, unless we re-rent the car, in which case 75% will be refunded. PBSH reserves the right to cancel at any time, a full refund will be given. In the event of any reserved car not being available, you will be advised as soon as possible. Our liability is limited to refunding any monies paid with no liability being made for any other loss. A replacement vehicle or credit refund will be applicable. In extreme weather conditions please contact the office prior to commencing your journey to collect the vehicle.

10) Fuel Charges and Fines

Hirers are responsible for fuel charges .You will be responsible for all fines, charges and legal costs for any congestion charges , road traffic offence, parking notice, or any other offence involving the rental vehicle, including from the vehicle being clamped, seized or towed away and if required we will pass your details to the relevant issuing authority within 28 days of any notice. Hirers will also be liable for any penalty points incurred

11) Weddings

No ribbons or any form of decoration are allowed on the car unless they are cotton. Any other material scratches and takes the laquor off the paint and leaves a permanent mark which needs to be rubbed down and resprayed in full-damage from this will be deducted from your deposit and you will be liable for any amount the deposit does not cover .

12) Other Terms

Should any of our terms be breached in any manner whatsoever either knowingly or unknowingly by the hirer, a fine of £10000 in addition to any other losses we suffer will apply . This in particular applies to hires using false documents, and to hirers sub hiring the vehicles out to other people. In these circumstances the hirer will also be reported to the police. If the insurance is invalidated due to any breach of any of our terms you will be held responsible for all losses we suffer including but not limited to damage to the car, loss of hire, insurance under payout, legal costs etc, insurance premium loss. If any incident occurs the hirer hereby agrees to cooperate fully with both PB and any other party and agrees to complete a written statement and report of the incident within 24 hours. Failure to do so will result in you being held 100% liable for any loss we may suffer and includes full loss of hire at the displayed daily rate in addition to any additional losses such as insurance premium increases.

We reserve the right to withdraw hire, should we believe you to be unsuitable. A full refund will be applicable if the reason for this is not due to failed ID checks.