



TERMS AND CONDITIONS OF HIRE



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/armed forces card/gun licence **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 per day. Further miles can be used and will be charged at the rate agreed or displayed on the website per mile.

3) **Deposit and Insurance** 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 subject to damages within 2-72 hours of car return.

The deposit will be used to cover any insurance claim excess or **any** costs incurred while the car is in your possession through your actions limited. 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 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 you damage the car through your own actions and no other moving or occupied vehicles are involved you will be liable for the first £15,000 worth of repairs irrespective to the deposit you have paid. Should damage occur whilst you have the "Sport/Traction ABS/driver aid" controls turned off you will be liable for the entire repair cost or replacement vehicle as this is not covered by the insurance.

If the vehicle is unavailable for hire after your hire period ends for **any reason either in or out of your control** you will 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). You will be invoiced on a weekly basis for loss of hire with the first invoice issued 7 days after liability commences . Payment must be made within 48 hours of each invoice. We may at our discretion discount the original invoiced daily rate to the cheaper weekly rate, however this will only be offered if no breach of the terms has occurred whatsoever and weekly payments have been made within the 48 hour period of each invoice.

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Until the 3rd party insurers confirm liability you are responsible for the damage/accident/costs and all losses. 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. You will also be invoiced on a weekly basis for the loss of hire as above. Once the 3rd party insurers confirm liability your daily rate for loss of hire will cease and all losses suffered will be placed on the 3rd party. The funds you have paid to that date for loss of hire and the deposit will then be fully returned to you. No interest will be paid on these funds. A full breakdown of the claim and charges will be made available to the hirer upon his request.

If we are subject to an insurance claim either at fault or 3rd party you will also be responsible in addition to all costs detailed above for any increase in premium we suffer upon renewal due to the claim. This insurance renewal premium increase matter will be invoiced separately when annual renewal occurs and must be paid within 14 days. If a full insurance payout occurs for an at fault claim (vehicle write off or theft) you will also be liable for the premium that needs to be paid to add the replacement vehicle to the policy as we receive no refund on policy premiums for full payout claims (full payout results in loss of the yearly premium paid on the claimed vehicle).

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 £25000 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.

You are fully comprehensively insured regardless of fault against damage to the car, however all of the above applies and must be settled as above irrespective as to fault. In order to meet our insurance obligations hirers may not use any car without our written consent for any form of business use, to carry paying passengers. To tow or pull anything in a way that would exceed legal or manufacturers guides for safe operation. If the driver is under the influence of alcohol or/and drugs which may affect driving ability. 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. To participate in any event. For commercial, financial or personal gain.

4) Accidents

The hirer must not under any circumstances admit liability for any damage, accident or claim to any persons without the consent of PBSC. If an accident occurs please remain with the vehicle and contact PBSC 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. Any damage or issue to a car is to be reported within 60 minutes by telephone and followed up by a email for our records, failure to do so will result in full loss of deposit irrespective as to fault **and** you be 100% liable for any damage or other expenses suffered by PB in these terms including the full value of the car irrespective as to fault.

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 must 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 fob or key of these items out of your pockets at any time, ie when you are at home or work, both items should be kept separately. If the car is stolen and you no longer can produce both items it will be assumed that you are involved in the theft as there is no reason at all why you would not be able to produce them if you follow these terms. **For the avoidance of doubt you will be video recorded reading this term when you collect the car so that it can be shown to the police to aid in your prosecution.** In addition you will be held 100% liable for the entire value of the vehicle in addition to any other losses we suffer under these terms of hire as the insurance will become invalid. Even if the insurance pays out you will still be liable as the money will be refunded back to the insurance company to avoid a claim on our policy due to your negligence.

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When not in use the car must be locked, the alarm systems activated and stored in a safe place. The roof **OR** windows must not be left open when the car is unattended. When driving, it is required that the doors are kept locked to reduce the risk of highjack and personal injury.

To aid further security of the car, should both the key and fob not be present in the car if it is started or moved an automatic alert will be triggered. If these alerts arise the car will automatically be registered as stolen and the police will attend and seize the vehicle until it is confirmed what has happened. We will not stand the police down under any circumstances until they have attended and confirmed you are with the car. If this is simply an error on your part due to not having all 3 items present in the car and the police are satisfied everything is ok the hire will be allowed to continue, however there will be a fine of £500. This is a 1 strike rule, if this occurs twice the car will be seized by the police, the hire will be terminated with no refund of hire fee and your deposit will be forfeited. There are no exceptions/excuses to this term AT ALL.

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 £25000, 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..

In addition systems exist within all cars that will record parameters relating to driver safety. These systems will report extreme exceptions to the manufacturers stated acceptable use of cars and may be utilised to prohibit continuous inappropriate activity.

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 require to be taken outside of England 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 at our discretion. If you attempt to take the vehicle outside without authorisation you will be subject to a fine of £25000 in addition to or if any damage or other expenses occur.

In addition to non UK use at our discretion if you do not live within 125 miles radius of London the standard damage deposit will double with no reduction schemes allowed. We will let you know this before you book.

In addition to this no cars are allowed to be taken within a 50 miles radius of **Birmingham City Centre At ALL**. If this is breached the hire will be terminated with no return of hire fee and your full deposit will be forfeited.

7) Damage

All cars will be rigorously checked prior to and following each drive period and readings taken in relation to tyre tread depth and condition (inc spare), wheel condition, bodywork and paintwork condition, interior and trim condition, fluid levels, clutch wear percentage (by electronic system), glass condition, electrical, mechanical and hydraulic systems. If any hirer is deemed to have caused unacceptable wear and or damage to the car through negligence or deliberate action, additional charges will be made.

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.

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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 that of any passengers and if possible secure the car then stay with it until assistance arrives and the car is either fixed or recovered on a lorry. Failure to do so will result in you being liable for 100% of the repair cost irrespective as to how it was caused. Damage however caused will be charged for: Wheels/tyres £125-£300 each dependant on car, Smoking in vehicle £7500 identified by ash or smell, Burns caused by smoking to interior £7500 plus repair costs. You will be responsible for the cost of loss of hire of that vehicle due to damage until it is repaired and available for hire again as per S.3. All repairs will be carried out by a garage appointed by us, this will be our local workshop as used for all repairs. The rate for works is £175 p/h. If they are unable to complete the repairs the vehicle will be taken to an official dealership connected to that make of car which may charge considerably more than.

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 in central London and airports only. 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 and Cancellation

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. PSBC reserves the right to cancel at any time, a full refund will be given.

10) Availability

We will always try to ensure that cars are available for reservations; however this cannot be guaranteed due to the risk of breakdown, loss or other factors beyond our control. 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. We may from time to time need to remove cars in order to carry out service and maintenance or for other reasons. 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.

11) Fuel Charges

Hirers are responsible for fuel charges. If the fuel tank is not the same on return then the hirer will be invoiced for the fuel used at the current BP retail price.

12) Multiple Car Hires

If you are taking multiple cars from us or cause damage to more than one of our vehicles in the same incident you will be fully liable for the entire repair cost of all damage caused or replacement vehicles along with all other liability under these terms in particular but not limited to S.3 loss of hire as our insurance does not cover same policy claims.

13) Oil & Water

All cars will be provided with oil and water levels at the optimal levels. Hirers must not add any fluids to the vehicles without PBSC prior consent with the exception of fuel. Cars are only to be re-fuelled with a correct grade of petrol as recommended by the manufacturer. If general levels of fluids (engine coolant, screen wash), engine oil, brake, power steering and clutch fluids are required during drive time the hirer must contact us immediately. Failure to comply may result in serious damage to the car for which an hirer will be held financially responsible in full.

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14) Fines You will be responsible for all 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. For formal clarification you are by signing at the bottom of this page confirming a statement of liability and are responsible for all road traffic and parking offences and charges. If you incur charges or offences you are in breach of this rental agreement and as such give us permission to charge your card to cover the costs and/or to release your details to any relevant organisation.

Statement of Liability- i agree that while the rental agreement is in force i will be liable as the owner of the vehicle would be , or any replacement vehicle for any fixed penalty offence or parking /congestion charge for that vehicle under S66 Road Traffic Offenders Act 1988 and Schedule 6 Road Traffic Act 1991 or any other road traffic offences.

15) Returns and Cleaning

At the end of the reserved drive period, hirers must ensure the car is either available for collection at the arranged time or is returned to our office by the agreed time. We are at liberty to charge £200 per hour for late returns if another customer is kept waiting for the car. If you fail to return a car on the day agreed within 2 hours of the return time, you will be liable for the daily hire rate as per the amount you have paid on the original hire- You hereby give permission to charge your card as per S.19 below once the car is returned or at any point we see fit during the hire. The car must be returned in the same clean condition it was in when collected. Please ensure that only trusted hand car washes are used to avoid scratches. You are welcome to return the car dirty if you prefer- there will be a charge of £30 for this.

16) 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 .

17) Speeding

In accordance with our insurance the tracking devices will record the speeds of the car at all times and will trigger an email alert to us if the car goes over a set speed. If this occurs you will be fined £50 for every alert received. The alert activates each and every time the limit is breached. The speeds are recorded against the limits set by the GPS system and government road speed limits. The alerts are triggered as follows 20mph limit triggered at 40mph, 30mph limit triggered at 55mph, 40 mph limit triggered at 70mph, 50mph limit triggered at 85mph, 60mph limit triggered at 95mph and 70 mph limit triggered at 105 mph. We may as responsible hirers report these to the police if we feel the breach is severe.

18) Card Authorisation

If any outstanding monies are owed at the end of the hire or arise at a later date, including but not limited to parking tickets, fines, outstanding hire fees, damage charges, thefts you hereby give us permission to debit the card we hold on file for you (which may or may not have been as pre authority for the deposit) subject to a full detailed invoice being forwarded ,without further notice . You hereby waive your right to object to your bank for any charges debited that are clearly owed due to a breach of our terms. You will be notified once this happens with a breakdown of debits.

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19) Police Intervention and Law

Should we receive a call from the police or any other authority informing us that the car is being used in a dangerous or illegal manner then we reserve the right to cancel the hire and have the police seize the car. This is a last resort and will be enforced should the police advise us of such action, and are likely to prosecute you for dangerous driving. If the police arrest you or seize the car the same applies. There will be no refund of the hire fee and a fine amounting to £12500 will be applicable. You will also be liable for any other further loss suffered by us under our terms.

20) Other Terms

Should any of our terms be breached in any manner whatsoever either knowingly or unknowingly by the hirer, a fine of £12500 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. The insurance and your excess as covered by the deposit only covers damage to the car, you will be responsible for any other costs involved, such as but not limited to recovery costs, storage of car while recovery is sorted, accommodation and any of costs you incur due to your accident or damage you have caused. These costs should be paid directly to the supplier. You will also be responsible for any loss we suffer as per S.3 in relation to loss of hire.

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. Any funds we receive from the insurers will be returned to them and you will be liable for the full loss.

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.

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