



TERMS AND CONDITIONS OF HIRE

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Reg: 09888228



PB Supercars shall be known as 'PBSC' within this document.

1) Hire Conditions

- To be eligible to hire you must be between the ages of 25 and 65
- Have held a full driving licence for at least 5 years (2 years for 4x4's) with a maximum of 6 points
- Be able to provide passport and driving licence
- 2 x Forms of Utility Bill (no more than 3 months old)

Each time a car is used PBSC will hold either your driving licence or passport, this will be returned when the car is. All documents held will be kept secure. PBSC retains full responsibility for any loss, damage, or theft whilst in their possession.

The current rate for car hire is displayed on the website at the time of signing this document. You accept that these vehicles may be subject to change from time to time due to circumstances beyond our control, (maintenance, repairs, late returns). Similar vehicles will be made available where possible. Any hire payments (not damage deposits) processed using a credit card will be subject to a 4% surcharge.

3) 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.

4) Deposit will be as identified on the website at the time of hire, 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. The deposit will be returned subject to damages within 2 hours of car return. Should a car be damaged, and the insurance is invalidated due to your 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, irrespective of the deposit. If you damage the car through your own actions and no other vehicles are involved you will be liable for the first £10,000 worth of repairs. Should damage occur whilst you have the "Sport/Traction ABS" controls turned off and no other cars are involved you will be liable for the entire repair cost. In either case above you will also be responsible for the cost of loss of hire of that vehicle to a maximum of 6 weeks hire charge. You will be invoiced within 14 days. Payment must be made within 14 days from invoice date.

5) 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. PBSC cannot be held liable for delivery or collection delays for reasons beyond our control.

Page 1 Signed.....Date.....



6) Insurance

Only the hirer will be entitled to drive the cars.

The hirer will be fully comprehensively insured regardless of fault. The hirer will be required to pay up to the deposit required as the insurance excess in the event of any insurance claim that is made, subject to section 4 Deposits above. A full breakdown of the claim and charges will be made available to the hirer upon his request prior to any payment if he requires. Should damage occur the deposit will be held by PBSC, whilst the repairs costs/ insurance claims are assessed and validated. You further agree to be bound by the terms of the insurance which you have seen and read or had the opportunity to see and read.

6.1) If a vehicle is damaged whilst in the possession of the hirer and the responsible parties insurance does not provide adequate cover, the hirer will be responsible for that damage however caused up to the deposit amount, subject to S.4. This also applies to damage caused to the vehicle whilst it is unattended. If through the actions of any hirer, conscious, accidental or deliberate, the insurance cover for a car or cars becomes void, then that hirer will become personally liable for the full costs incurred as a result of their negligence. In order to meet our insurance obligations hirers may not use any car:

- for any form of business use, to carry paying passenger. 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.

7) 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.

8) Reservation

A **25% deposit** must be made upon booking **Full payment** must be made within 14 days of the commencement of hire.

9) Cancellation

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.

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

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Page 2 Signed.....Date.....

10) Availability

PBSC 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. PBSC liability is limited to refunding any monies paid with no liability being made for any other loss. PBSC 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) 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 PBSC 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 immediately. 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. Damage however caused will be charged for: Wheels/tyres £125 each, Smoking in vehicle £500, Burns caused by smoking to interior £1000 plus repair costs. You will be responsible for the cost of loss of hire of that vehicle due to damage to a maximum of 3 weeks hire charge. All repairs will be carried out by a garage appointed by PBSC, 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.

If you are taking multiple cars or cause damage to more than one of our vehicles you will be fully liable for the entire repair cost of all damage caused. You will also be responsible for the cost of loss of hire of any vehicle to a maximum of 6 weeks hire charge.

Page 3 Signed.....Date.....

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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 PBSC immediately. Failure to comply may result in serious damage to the car for which an hirer may be held financially responsible

14) Extra Charges/Fines Any additional costs incurred for delivery / collection, such as tolls or congestion charges in London will be charged to the hirer. Any hirer incurring any penalty or fine issued by any authority, will be liable to pay for the penalty and all costs associated with settling such. Hirers will also be liable for any penalty points incurred while a car is in their possession

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. 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.

17) Tracking

For security reasons all cars are fitted with tracking devices. PBSC reserve the right to periodically check on the location of any car. In addition the tracking devices will notify us automatically should any car be taken to a location where racing, pace making, or other prohibited used may occur and an automatic engine immobiliser will be activated. Should this occur the hirer will be subject to a fine of £5000.

In addition systems exist within all PBSC 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.

18) UK and European Use

Cars are only permitted to be used for social, domestic or pleasure use only. The cars are not to be taken outside of the UK without our prior consent as the insurance will not be valid in Europe. In addition the tracking devices will notify us automatically should any car be taken outside the UK and an automatic engine immobiliser will be activated. Should this occur the hirer will be subject to a fine of £5000. Should the hirer wish to use the car in Europe he must seek written authorisation from PBSC and we will supply the correct insurance.

19) Security During the reserved drive period, hirers are required to ensure that the security of the car in their possession is maintained. When not in use cars must be locked, the alarm systems activated and stored in a safe place. When driving, it is required that the doors are kept locked to reduce the risk of highjack and personal injury.

Page 4 Signed.....Date.....



20) Driver Suitability

All hirers will be required to consent to and pass all checks relating to identification, licence endorsements, insurance claims history and driver suitability. PBSC may take the new hirers out under supervision to assess the suitability of the driver. PBSC reserves the right to withdraw hire, should we believe you to be unsuitable. A full refund will be applicable.

21) Obligations

Any obligations, legally binding or implied may not be assigned to others by any hirer under the terms of this agreement. However PBSC may be entitled to appoint or assign it's obligations to any party under the terms of the agreement.

22) Third Parties

Any person who is not party to this agreement is not entitled to retain any rights to enforce any of its terms and conditions as detailed in the Rights of Third Parties Act 1999

23) Law

The terms and conditions as detailed here and such constituted terms of hire will at all times be governed and interpreted in accordance with English Law and under the jurisdiction of English Courts. Any obligations, legally binding or implied may not be assigned to others by any hirer under the terms of this agreement. However PBSC may be entitled to appoint or assign it's obligations to any party under the terms of the agreement.

PBSC is not responsible as far as the law permits, for any damage, injury or loss suffered to, or by the actions of, any hirer or passenger accompanying the hirer in any PBSC

24) Police Intervention

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 booking and either demand the car to be returned immediately or for the car to be parked up where the police have stopped you. We will ask the police to confiscate the keys. 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 £5000 will be applicable. You will also be liable for any other further loss suffered by us, such as but not limited to, towing and storage charges by the police, staff time dealing with the police and collection of vehicle, loss of keys etc.

25) Other Terms

Should any of our terms be breached in any manner whatsoever either knowingly or unknowingly by the hirer, PBSC will at its discretion be entitled to withhold the return of the hirers deposit and or a fine of £5000 which is ever is greater. This in particular applies to hires using false documents, and to hirers sub hiring the vehicles out to other people. In these circumstances the hire will be reported to the police and the fines in S.25 above will be applicable.

Page 5 Signed.....Date.....



Hirers Agreement Acceptance and Details

By signing this document you accept that you have read, fully understood and hereby agree to our terms of business of PBSC.

Hirers Full Name:.....DOB.....

Address:.....

.....Postcode.....

Telephone.....Mobile.....

Email.....

Time licence held:.....Identification Provided: Passport Licence Utility Bills

Hire Car.....Reg.....

Hire date Out.....Time Out

Date Due Back.....Time Due Back.....

Signed Hire Out: :..... Print:.....
 (Hirer) Date.....

Actual Date Back.....Actual Time back.....

Signed Hire IN: :..... Print:.....
 (Hirer) Date.....

PBSC:.....Print.....

Page 6 Signed.....Date.....