

# Bygone Drives MGB Self Hire

## Terms & Conditions of Rental Agreement

### **Your Rental Agreement with us:**

Hirers are requested to read and accept these Terms and Conditions carefully before signing the agreement and before the hire can be completed. If there is anything you do not understand or do not agree with, please discuss with Isobel.

### **Vehicle Availability:**

Whilst every effort will be made to provide the vehicle chosen if unavailable a new hire date can be booked or a full refund will be given

### **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 landline telephone number where you can be contacted either during the day or evening.

Note: Bygone Drives has the right to refuse your rental if you do not produce your driving licence or for any other 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 Convictions Verification Page from the DVLA Database. 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.

### **Additional drivers:**

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

### **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 will be made if it is necessary to bring the level of fuel up to where it was when you took the vehicle. No refund will be given for any fuel in excess of the original reading.

### **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 damage deposit must be paid before any vehicle is released for rental. Major credit/debit cards must make payment only.

### Your responsibilities:

- You must look after the vehicle and the keys to the vehicle. 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 damage.
- 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 give you a refund 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.

### What do in event of a breakdown:

Ensure the vehicle is in a safe position.

Call UK Breakdown Assistance 0800 121 6297. They will require the registration and the location of the vehicle. Please stay with the vehicle until breakdown assistance arrives.

If the vehicle cannot be restarted, instruct breakdown assistance to deliver vehicle to:  
Wilmac Garage , Gresol Industrial Estate Forres

The assistance will return you to Bydand Dulnain Bridge PH26 3LU

### What to do if you have an incident:

If you have an incident you must not admit responsibility. 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.

### 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 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. 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. If you do not bring the vehicle back on time you are breaking the conditions of this agreement. We can charge you for every day you have the vehicle after you should have returned it to us. Until we get the vehicle back we will charge you the daily rate you have rented the vehicle at.

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).
- Or the vehicle has been damaged whilst in your care.

### **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.

### **Our responsibilities**

We have maintained the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period. In addition, if you are not renting the vehicle for business purposes, we are responsible for loss caused by:

- The vehicle not matching our description of it;
- The vehicle not being of the quality that you would be entitled to expect from a rental vehicle;
- The vehicle not being fit to drive; or not having the legal right to rent out the vehicle.
- We are responsible if someone is injured or dies because of our negligent act, or failure to act. We are also responsible for losses you suffer because of us breaking this agreement. 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).

### **Property:**

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence or 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 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 rates printed on this rental agreement;
- 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 reasonable 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;
- 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.

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

**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 straight away 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), 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 the hire company to extend cover to ensure continuation of insurance cover. The Insurance cover is invalid if hire has been paid for in cash.

**Bygone Drives Ltd June 2016**