

# Terms and Conditions

## Our Terms and Conditions of Vehicle Hire

### Hoveringham Mammoth Van Hire INDIVIDUAL HIRE TERMS AND CONDITIONS

## 1. Contract formation

1. These Terms and Conditions apply to all hires. In these terms, “we” “our” and “us” means Hoveringham Mammoth Van Hire Ltd. and “you” and “yours” means the hirer of the vehicle.
2. Your signature of the Agreement, will form a legally binding contract between you and us and will govern your use of the Vehicle during the Hire Period. These terms will also apply to any named driver of the Vehicle.
3. By entering into the Agreement, you confirm that you are legally entitled to enter into the Agreement and that you are prepared to accept responsibility for the Vehicle, the Charges and any additional costs associated with or arising from your use of the Vehicle.
4. No variation to these Terms and Conditions will be binding unless agreed in writing between our authorised representatives and you.
5. Our employees or agents are not authorised to make any representations concerning the lease unless confirmed by us in writing. In entering into the Agreement you acknowledge that you have not relied on any such representations, which are not confirmed in writing, but nothing in these Terms affect the liability of either party for fraudulent misrepresentation.
6. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us will be subject to correction without any liability on the our part.

## 2. Definitions

In this Agreement the following terms will have the meanings hereby respectively assigned to them:

**“Agreement”** The Hire Agreement together with these Terms and Conditions and where applicable any agreement relating to the payment of Charges agreed in writing by us or a finance company, which together will constitute the Agreement between the parties.

**“Driver”** The Hirer and any driver approved by us to drive the Vehicle.

**“Hire Agreement”** The document addressed to you from us which confirms to you, the details of the Vehicle(s), Rental Period, Rental Charges and such other information as we may provide to you in relation to the rental of the Vehicle(s).

**“Rental Period”** The period from the date and time stated overleaf until the vehicle is off hire in accordance with condition 10.7 which will not be for a period of more than 90 days in a calendar year (365) unless otherwise agreed in writing by us.

**“Rental Charges”** The hire charges for the Rental Period calculated in accordance with our current tariff, being the rate shown overleaf, confirmed in an email or through our website or such other rate agreed between the parties in writing.

**“Vehicle”** The vehicle described on the Hire Agreement, in any e-mail or through our website or a similar vehicle which we substitute for the one identified, or any replacement vehicle under this Agreement together with the spare wheel, tools and other accessories supplied with the Vehicle.

Hoveringham Mammoth Van Hire LTD, is a company incorporated in England Wales with registration number whose registered office is at New Farm, Hoveringham Lane, Hoveringham, Nottingham, NG14 7JX.

### 3. Verifying your identity and age restrictions

1. Before we can let you hire a Vehicle from us, we will require original photographic ID (ie., driving licence or passport) for yourself and any named Driver, proof of home address and, in each instance, a DVLA validation Code (UK Drivers only, Non-UK drivers please see 3.4 below). A code is valid for up to 21 days and can be obtained by visiting:

<https://www.gov.uk/view-driving-licence>.

2. We will:

- verify ID and driving history through DVLA using the code that you provide; and
- verify identity and details provided by you, by using a third party verification system;
- check your/Driver’s motoring history for accident claims and motor fraud via a claims and underwriting database.

3. We may require further ID from you in respect of yourself and of any named Driver, in the form of a utility bill or bank statement (or other document which we have agreed in writing to accept) that shows your home address that is less than 3 months old on the date you pick up the Vehicle from us. You should bring the additional documentation with you when collecting the Vehicle, in case we require further evidence. Failure to have the correct documentation may prevent you from collecting the Vehicle, and you may still remain liable for the Rental Charges from the agreed time for collection.

4. For non-UK citizens, when you collect your Vehicle, in addition to the methods of verification referred to above, we may ask to see additional proof of your name and home address. You should contact us in advance of collection to ascertain what further documentation and information, if any, is required.

5. Hirer and Drivers should be 25 years and over to drive a Vehicle. We may apply additional Licence endorsement and age restrictions for some or all of our vehicles. It is your responsibility to ensure that you can meet such requirements prior to entering into the Agreement.

## **4. Hirer's responsibility**

1. Only those who are named Drivers may drive the Vehicle.
2. During the Rental Period, it is your responsibility to:
  - 1. check daily, engine oil level, water level in radiator, coolant, washers and wipers, lights, wheel nuts, brake fluid level and condition of tyres;
  - 2. keep the Vehicle and its accessories in its possession and free from legal process or lien and when not in use adequately protected and secured; and
  - 3. at our reasonable request, make the Vehicle available for inspection, service or repair work.

## **5. Indemnity**

If you are in breach of conditions 4.1 or 4.2, then you will indemnify us against all loss, liability or damage whatsoever thereby arising.

## **6. Your obligations:**

1. You will:
  - 1. ensure that any driver(s) using the Vehicle(s) during the Rental Period are approved by us and hold a valid full current licence for the type and use of Vehicle and are duly permitted and insured under the insurance policy provided with the Vehicle;
  - 2. treat the Vehicle with all due care and respect;
  - 3. ensure that the Vehicle will not be used:
    - 1. for re-hire;
    - 2. for the carriage of passengers for hire or reward;
    - 3. for any illegal purpose or in contravention of any legislation affecting you, the Driver, the Vehicle or its use;
    - 4. by any person under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is either unlawful to use or drive under the influence, or which otherwise is liable to impair that person's driving ability;
    - 5. to carry more passengers than is recommended by the Vehicle's manufacturer;

- 6. to give driving lessons;
- 7. for off road use, on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle or for the Vehicle itself, such as beaches, forest paths, mountains, etc.;
- 8. to push or tow another vehicle or trailer (except where the Vehicle is already fitted with a tow-bar when the maximum load stated and must not be exceeded);
- 9. to carry flammable and/or dangerous or hazardous substances, toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport goods with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer and all other applicable laws and regulations (all liquids must be carried in secure containers);
- 10. for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
- 11. to transport live animals outside of a pet carrier (with the exception of Assistance Dogs, subject to our prior written consent);
- 12. for hire or reward if the Vehicle exceeds 3.5 GVW unless a valid Operator's Licence is held; or
- 13. for commercial use if the Vehicle exceeds 3.5 GVW unless a valid Operator's Licence is held;
- 4. ensure that any goods transported in or on the Vehicle are secured to the extent they will not cause damage to the Vehicle or cause risk to any passengers or to any third party or to any third party property;
- 5. not, without our prior written approval, apply any livery, branding, transfers or marks or paintwork to the Vehicle;
- 6. not fit any roof or bike rack or any tow bar nor allow anyone else to do so. If these are already fitted Hirer must not (nor allow anyone to) modify them.
- 7. not fit winter tyres (nor allow anyone to do so) or make any other modifications to the Vehicle without our prior written consent. You will be responsible (even if we give consent) for any damage caused by the fitting of winter tyres, chains or subsequent exchange to normal tyres or for any other modification;
- 8. not smoke in the Vehicle nor allow anybody else to do so. If we reasonably believe that smoking has occurred in the Vehicle leading to a requirement to clean the Vehicle, you must pay our cleaning fees, which will be applied to your credit or debit card or which we will otherwise require you to make payment;
- 9. refill the Vehicle with the correct type of fuel. If unsuitable fuel is added then you will be responsible for all expenses incurred in the repair of any damage that may be caused to the Vehicle;
- 10. take the Vehicle outside mainland England, Wales or Scotland without our prior written consent and, where applicable, obtain a valid Vehicle on Hire Certificate (VE103).

2. Where the above requirements apply and you fail to fulfil any or all of the requirements then, it may cause the insurance to be invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, and loss, damage or liability that may arise as a result. We also reserve

the right to demand immediate return of the Vehicle where the insurance is compromised or invalidated.

## **7. Tracking and electronic devices and Hirer's consent**

1. To maintain and protect the Vehicle and to prevent and detect crime we may fit and use electronic devices to monitor the condition, performance and operation of a Vehicle and/ or to live track a Vehicle's movements. This information may be used both during and after termination of the Rental Period. No costs for these devices will be passed on to you unless previously agreed as part of a "vehicle's specification".
2. You confirm that in entering into this Agreement, you have the authority of any Driver and every user of the Vehicle to the use of such devices, to collate, store and use the information arising from them, and will indemnify us against any claim by a Driver or user of the Vehicle, or any other prosecution or action otherwise arising from any claim that our use of any such device or data breaches data protection law, where had appropriate permissions been obtained by you, no such action would have been taken in relation to the use of such devices.
3. We may on request, and at our entire discretion, provide to you information regarding the use of the Vehicle whilst on hire which is derived from the use of tracking devices. We may require you to provide such evidence of the Driver/user's agreement and/or require a further indemnity from you as we will require in relation to the release of such information and will be entitled to apply a charge to you to cover the administrative costs associated in providing such information.
4. By entering into this Agreement, you warrant that you have obtained and will throughout the Rental Period continue to hold all consents expressly obtained from drivers and users of the Vehicle explicit consent to the use of such electronic devices.

## **8. Charges**

1. The charges will comprise where applicable of:
  - 1. the Rental Charges for the Rental Period;
  - 2. the premium for any basic insurance which covers third party damage, fire and theft (including collision damage waiver CDW) or, where you have opted for enhanced insurance, the premium for the enhanced insurance;
  - 3. the cost of additional equipment such as satnav, booster or child safety seats, roof bars etc.
2. You agree to pay on demand:
  - 1. the Charges;

- 2. where required as a result of your failure to maintain the Vehicle in a clean condition or resulting from a breach of your obligations, a minimum charge of £50 for valet of the interior and/or a minimum of £50 for valet of the exterior if the Vehicle is returned in an excessively dirty condition;
- 3. a charge for abortive delivery and/or collections based on the distance travelled and/or waiting time involved;
- 4. any applicable excess mileage or other charges at the rates referred to in this Agreement or from time to time in force;
- 5. the full cost of uninsured damage to, or loss of the Vehicle, keys or accessories;
- 6. any amount in respect of which you are required to indemnify us pursuant to the terms of this Agreement;
- 7. your cancellation of a hire arrangement after our written confirmation of an order has been received;
- 8. early termination fees and related costs if Vehicles are returned prior to the agreed rental period (including if declared a total loss or stolen and not recovered prior to the end of the agreed rental period);
- 9. any variation to the hire as a direct result of government uplifts to the VAT or Vehicle Excise Duty;
- 10. any fuel used which is calculated from the difference in fuel levels as written on the On/Off Hire Note at the time of Vehicle delivery/collection to time of return, including exchanges (fuel will be charged at the price applied by us at the time the Vehicle is returned, such rate being pump cost plus twenty percent (20%)) plus an administration fee;
- 11. any costs incurred by the removal and disposal of any goods left in Vehicles;
- 12. any recovery charges arising from the Vehicle and Operator Services Agency (VOSA), HM Revenue and Customs (HMRC), the police, or any other public organisation (or their agent) who has seized the Vehicle. You will also be required to pay for loss-of-income whilst we are unable to rent out the Vehicle.
- 13. We reserve the right to obtain payment of all amounts due through your debit or credit card. Any late payments will be charged with an uplift of 6% above the base rate of Bank of England from the day after the payment was due until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and compounded monthly in arrears. The parties agree that this constitutes a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.
- 14. We may require a Deposit. This will have been set out on our booking confirmation form or where you have booked through our website, during the booking process, or where you attend at our premises for collection of the Vehicle and will also be confirmed on the Rental Agreement. The deposit is intended to cover any additional charges that may arise during your use of the Vehicle over the Rental Period. This security is in the form of a financial deposit or reservation on your credit or debit card and the amount for this will have been specified in your confirmation email.
- 15. You will not be entitled to withhold or set off any amount due under this Agreement.

## **9. Reporting incidents**

### 1. You will:

- 1. inform us immediately of any loss of or damage to or fault developing in the Vehicle;
- 2. at our request and our cost, permit to be done (if necessary in your name) including, but without limitation:
  - 1. all acts and things as may be reasonably required by us for the purpose of repairing or making safe the Vehicle;
  - 2. assist us in enforcing any rights or remedies against or obtaining relief from other parties;
- 3. indemnify us against any loss or damage:
  - 1. incurred by reason of any breach of this Agreement by you;
  - 2. which is not covered by insurance on the Vehicle;
  - 3. arising from the loss of or damage to any property left stored or transported in or upon the Vehicle;
- 4. inform us as a result of operating the Vehicle illegally and VOSA impounding the Vehicle due to you not following correct Operators Licence rules and regulations.

### 2. You will:

- 1. immediately report any accident to us and deliver every document of any kind received by you relating to any claim connected with an accident or event involving the Vehicle; and
- 2. not aid or abet any claim against us but will assist us in investigating and defending any claim.
- 3. You acknowledge that you will not:
  - 1. without our prior written consent incur any liability for repairs to the Vehicle in excess of £25;
  - 2. make any claim against us for loss of or damage to any property left stored or transported in or upon the Vehicle unless caused by our negligence; or
  - 3. sell, lend, mortgage, charge, dispose of or part with possession of the Vehicle or any accessories.

## **10. Criminal liability and other offences**

### 1. You will be liable in respect of any offences which may be committed in connection with the Vehicle during the Rental Period including but not limited to:

- 1. a breach of any parking restrictions;
- 2. a breach of any loading conditions;
- 3. a road traffic offence;
- 4. bus lane infringement, tunnel lane infringement;
- 5. any penalty or congestion charge;

- 6. costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority; or
  - 7. when it is stationary and when a fixed penalty notice is issued namely: waiting or being left or parked, or being loaded or unloaded, in a road; and the non-payment of the charge made at a street parking place.
2. You accept liability for and agree to indemnify us against any claims which may be made against us pursuant to condition 10.1.1 to 10.1.7 (including our administration fee).
3. You will remain primarily liable for such charges and you consent to us notifying such authorities, organisations and enforcement bodies of your details, and where available, any driver details, to effect a transfer of liability. You hereby irrevocably authorise us to provide such information.
4. We will be entitled to charge you for our administration fee which covers our reasonable costs incurred in administering the correspondence associated with each fine, charge or penalty that is issued for the Vehicle during the Rental Period.
5. Where we receive a penalty charge notice that is issued for the Vehicle during the Rental Period and which is capable of being paid then we may pay the amount due, and you authorise us to pay such penalty so that we mitigate the cost. You, where we choose to pay such charges, will reimburse us for the said charge and authorise us to deduct the same from your credit/debit card, plus our administration fee (for each charge and each related correspondence).
6. We will inform you by letter or e-mail that we have paid the penalty and will charge you accordingly.
7. The Vehicle will remain on hire to you until the off hire procedure has been completed and the Vehicle will be deemed to be off hire for insurance purposes when it is delivered into the our possession:
- 1. during normal business hours, and
  - 2. the keys of the Vehicle have been handed to a duly authorised representative of us; and
  - 3. the hire note has been signed as off hire by us.

**Note:** The return of the Vehicle to our premises outside normal business hours does not constitute off hiring (ending the Rental Period).

8. The Vehicle will remain at your risk until it has been off hired and where you have arranged insurance yourself, you should ensure that the insurance remains in force as you will continue to be liable for any loss or damage which occurs.
9. Notwithstanding the above sub conditions 10.7 and 10.8, we agree that (subject to the provisions of condition 12.5, 8.2.8 and 8.2.12, we will cease to levy hire charges for the Vehicle after 17:00 on the day upon which you notify us that you wish the hire to cease provided always that the Vehicle is delivered into our possession and taken off hire by 10.00 am on the following day upon which we are open for business.



## **11. Vehicle Inspections – collection**

1. When the Rental Period commences, you will be asked to sign a section on the Rental Agreement that describes the Vehicle's condition at that particular time. It is your responsibility to fully inspect the Vehicle and any accessories for any pre-existing damage and to identify such damage on the report.
2. Where it isn't possible to check pre-existing damage to the Vehicle and any accessories at the time of Vehicle pick-up, you must notify any such damage in writing within 24 hours of the start of the Rental Period.
3. If you do not notify us of any pre-existing defect or damage which is identifiable on inspection, then you will be deemed to have accepted the Vehicle and any accessories in the condition set out on the Rental Agreement and will be charged for any new damage that is discovered when the Vehicle and any accessories are inspected by both parties on return of the Vehicle (or earlier where the Vehicle is returned for inspection, servicing or repairs).

## **12. Vehicle Inspections – return**

1. Any shortage between the fuel levels at the point of hire and the fuel levels at the point of return will be charged to you at our rates of forecourt plus 20% (and include a refuelling charge).
2. All goods and any personal belongings in or on the Vehicle must be removed before it is handed back. We may at our entire discretion store goods pending collection but will be entitled, without notice to you, to sell/dispose of or destroy any goods or personal items left in or on a Vehicle and to charge you for the costs in doing so. Charges will be applied in accordance with the Charges Section.
3. Upon the return of the Vehicle you should inspect the Vehicle together with our agent and countersign the check-in document which includes a record of any new damage (from that described on the Agreement at the time of pick up). Each party will retain a copy of the return inspection report.
4. If, during the inspection, new damage to the Vehicle is discovered (from that described on the Rental Agreement at the time of pick up) we will arrange for repair and replacement of part and accessories as necessary and charge you for:
  - 1. cost of repairs and replacement parts which are uneconomical to repair;
  - 2. costs of cleaning where the vehicle is not in a clean and tidy condition;
  - 3. replacement cost of any accessories which have been lost, stolen or are uneconomical to repair; and
  - 4. a damage administration fee.
5. In the event of the Vehicle being returned or collected in a damaged condition, the rental charge will continue until such time as the Vehicle is repaired and returned to a hireable state. Should the Vehicle be deemed to be beyond economical repair, or stolen and not recovered, the hire charge will continue until settlement in full is received.

6. You are responsible for:

- 1. returning the Vehicle in a clean and tidy condition;
- 2. any damage caused to tyres and tubes (fair wear and tear excepted)
- 3. for breakages (including cracks and chips) to windscreens or windows.
- 4. all damage.

7. You are responsible where supplied for all spare wheels, tyres, batteries, battery chargers and fuel cans and any loss or damage will be charged for.

8. You are responsible for keeping secure all sets of keys, lost or stolen keys may result in the vehicle locks being replaced and all associated costs will be your responsibility.

9. You will have exclusive possession, use and control of the Vehicle for the duration of the Agreement and you will assume exclusive responsibility to the public and any regulatory body having jurisdiction.

## **13. Mileage allowance and other limits**

1. We will confirm in the Rental Agreement if there is any limitation on the mileage the Vehicle may travel.

2. If during the Rental Period, or if longer in any three month period the mileage travelled by the Vehicle deviates by 20% over any mileage allowance set out in the Rental Agreement we have the right to amend the Rental Charge following consultation with you over the remaining Rental Period to allow for additional costs.

3. If fire extinguishers or first aid kits are provided as part of the vehicle specification they are on an initial supply basis only and any time based inspections required or replacements are your responsibility and you will replace such items on a like for like basis.

4. Where a replacement vehicle is provided as part of the Rental Charge, this replacement will be a suitable alternative (as deemed by Our) and will be made available should the original vehicle be off the road due to fair wear and tear maintenance for a period in excess of 1 working day. Replacements not due to fair wear and tear can be provided but will be at our standard rate tariff.

5. You are responsible for operating vehicles legally and following Environmental laws including waste disposal and where applicable, will hold the necessary waste transfer licences that may be required

## **14. Termination**

1. We may demand the return of the Vehicle at any time and if in our reasonable opinion, such demand might not be complied with. We may repossess the Vehicle and terminate this Hire Agreement without any liability for any loss or damage

which you may sustain as a result of such demand and termination or repossession. We will be entitled to a lien over any goods or possessions on the Vehicle at the time of repossession or termination of the Agreement and may deal or otherwise dispose of such items to cover any outstanding charges, costs or liabilities.

2. We will be entitled to terminate this Agreement on written notice to you where you is in breach of any term of this Agreement.
3. This Agreement and the hiring hereunder will terminate immediately if a petition to wind you up or to appoint an Administrator (if you are a business) is presented to a court or if you pass a resolution for voluntary liquidation (except for the purposes of amalgamation or reconstruction) or if a Receiver or Receiver and Manager is appointed with respect to any of the assets of yours or a petition for bankruptcy is made and upon such termination as aforesaid you will immediately return the Vehicle to us or our duly authorised agent for the return of the Vehicle at such place as we may have appointed.
4. Termination of this Agreement will not affect the accrued rights or liabilities of a party.
5. Notwithstanding the termination or expiry of this Agreement, we will be entitled to enforce those terms and conditions which would reasonably be implied to continue beyond termination to enable us to enforce our rights under this Agreement.

## **15. Our Liability to you**

1. We will be liable to you for direct loss only as set out in these terms.
2. It is agreed and acknowledged by you that we will not be liable for any indirect or consequential loss whatsoever, howsoever arising that you may suffer or incur, including loss of profit or loss of use.
3. Nothing in these terms and conditions will be deemed to exclude or restrict our liability for death or personal injury resulting from negligence or other liability of us, our servants or agents which cannot be excluded as a matter of law, for fraud or fraudulent misrepresentation.
4. Our Liability to you for loss or damage, whether arising in contract tort of negligence or otherwise will be limited to the value of the Vehicle Hire plus fifteen percent.
5. We will not be responsible for damage to any Vehicle, equipment or surface of property during the unloading or loading of the Vehicle/s upon delivery or collection, howsoever caused.

## **16. General/Disputes**

1. In the event we are unable to resolve any complaint you may have then you have the right of appeal to the British Vehicle Rental and Leasing Association ('BVRLA') which is approved by the UK Government for resolution of consumer disputes relating to car rentals that take place in the UK. Further details about BVRLA can be obtained at the following address: <http://www.bvrla.co.uk/>.
2. A notice required or permitted to be given by either party to the other under this Agreement will be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
3. No waiver by us of any breach of the Agreement by you will be considered as a waiver of any subsequent breach of the same or any other provision.
4. If any provision of the Agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question will not be affected.
5. The Agreement will be governed by the laws of England, and you agree to submit to the exclusive jurisdiction of the English courts.
6. We will be entitled to assign its rights and obligation under this Agreement to any third party or to novate this agreement in whole to any third party. You will not purport to assign any rights or obligations arising under this Agreement to any third party.

#### SEPARATE DOCUMENT FOR DATA PROTECTION

You agree that in providing your information we can:

- provide your details to DVLA
- provide your details to a credit reference agency to ascertain you are eligible to hire the Vehicle
- You agree to our use of a GPS tracking device which monitors the condition, performance, operation and location of a Vehicle