

CITYSUPERCARS.CO.UK CONDITIONS OF HIRE 2010

Insurance

CitySupercars.co.uk provides the hirer with fully comprehensive insurance, and we are happy to add an additional named driver - subject to our insurer's conditions. The additional driver's licence must be seen at the commencement of hire. NO OTHER PERSON MAY DRIVE THE CAR. Allowing an unauthorised person to drive the car will result in the forfeit of the security deposit.

Age

Drivers should be between 28 and 70 years of age and have held a full UK or EU driving licence for over 5 years. If you are outside these ages, let us know as our insurer may make an exception.

ID

CitySupercars.co.uk have an obligation to check hirers' identification, licence endorsements, insurance claims history, and driver suitability. Original driving licence and paper counterpart, passport, and 2 recent utility bills (last 3 months, excluding mobile telephone bill) need to be shown to us before hire can commence for all named drivers. Cars may only be collected by, or delivered to, the hirer. We are required to photograph the hirer with the car prior to the start of the hire. We are happy to email you a copy free of charge on request. We will take first time hirers out for a short drive to make sure they are comfortable with the car and its controls, and to assess the suitability of the driver. We reserve the right to withdraw hire and offer a full refund, should we believe the hirer to be unsuitable.

Booking

A £200 booking deposit is required to confirm any booking made more than 28 days in advance. The full payment is required within 28 days of the booking. Cancellations made more than 28 days in advance will incur the loss of the £200 booking fee. Cancellations between 7 and 28 days in advance, will attract a cancellation fee of 30% of the full hire cost or £200 (whichever is greater), rising to 50% cancellation fee or £200 (whichever is greater), for cancellations made between 2 and 7 days in advance of the booking date. No refund will be issued to cancellations made within 2 days of the booking date. Changes to the dates of the hire must be requested in writing at least 7 days prior to the booking commencement date and will be considered at the discretion of the management. Payments made with Visa/MasterCard credit cards are subject to a 2% surcharge; AMEX payments are subject to a 5% surcharge.

Liability

Our liability is limited to a refund of the hire charges. We cannot accept further liability for cancellations or delays of the hire if the weather is particularly bad, if there is a mechanical problem with the car, if the previous hirer returns the car late, or if the car has been involved in an accident. We will try to arrange one of our alternative cars as replacement, but if unavailable, or should the hirer choose not to take the replacement car, he/she will be offered a refund or can re-book for another day.

Deposit

For the insurance to be valid, the deposit must be paid in cleared funds to us before the start of the hire. Deductions from the deposit will be made in the event of (but not limited to) mechanical or other damage caused by misuse or abuse to tyres, wheels, clutch, gearbox, etc, sustained during the hire period, excluding normal wear and tear. The deposit may also be used to cover the costs involved with the late return of the car, refilling of petrol, excess mileage, speeding tickets, parking tickets, congestion charges, towing, confiscation by Police or similar. The deposit is also the insurance excess, in case of any accidental damage or loss caused to the car by a third party or the hirer. The hirer is liable for up to the first £3,500 to £5000 (depending on car) in damages of any accident. The Deposit will be returned to the hirer within 24 hours of the end of hire, subject to there being no damage to the car.

Responsibilities

The hirer must look after the car and keys, always ensuring the car is locked and the alarm is on when away from the car. The hirer must make sure the correct fuel is used and monitor the oil and temperature gauges - driving the car whilst the oil is too low or the car is too hot could

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cause major damage. The hirer may use the car for business, social, domestic and pleasure purposes. The car may not be used for any purposes for which it is not expressly designed, or for hire, driving tuition, towing, racing or pace-making, or for competing in any rally, or any other form of motor sport, track days, or for any illegal purpose whatsoever. Allowing a non-insured driver to drive our car will result in the loss of the full deposit, and may incur legal action.

Fuel

When we hand over the car it will have a full tank of petrol. If you don't get a chance to fill it up before you return it, don't worry, we will fill it up for you and only charge you the pump price. We will forward you a copy of the receipt for your records.

Overseas Travel & Mileage

Please let us know if you are planning a trip abroad so we can get written confirmation from our insurer before the hire starts. The mileage allowance is 100 or 125 miles per day (depending on car). Excess mileage is charged at £1.50 to £3 per mile. Returning the car late will incur a cost of £50 per hour or part thereof. Please let us know as soon as possible if you will be delayed in any way, or want to extend your booking, so we can make arrangements with other hirers who may be waiting to take the car out.

Tracking

For security reasons all cars are fitted with GPS, GSM, GPRS, and VHS tracking devices. CitySupercars.co.uk reserves the right to periodically check the location of our cars. In addition we will automatically be notified should a car be taken to a track, circuit or similar, or any UK port/Eurotunnel and the automatic engine immobiliser may be activated if we have not given our express permission for this in writing. Should this occur, we will come out to collect the car, the hire will be cancelled with no refund given, the security deposit will be forfeited, and a recovery fee of €500 will be charged.

Breakdown

If you are unfortunate enough to break down, we will usually come out and meet you with the RAC and/or a replacement car from our fleet. If the car is not drivable and we do not have a suitable replacement car, we will arrange an alternative date for the remaining hire.

Damage

Damage to the cars whilst out on hire, however it arises, will be the responsibility of the hirer. CitySupercars.co.uk will take the cost of any required repairs from the deposit. We can provide a quotation for the work from a specialist garage if requested. If damage is such that the car may not be moved, the hirer must not abandon the car. They should firstly ensure their own safety and that of any passengers and if possible secure the car, then stay with it until the RAC and/or one of our staff arrives. If the car is dirty or there is low light, we may not be able to fully inspect the car during check-in at the hirer's address. In those instances we reserve the right to charge for any damage not noted on the check-in form. **Any alloy wheel that has been curbed or damaged in any way will be charged at a minimum of £125 per wheel.** Any excess wear to the cars tyres will be charged at a pro-rata rate for the cost of replacing the tyres (rate available on request). If damage to tyres occurs the hirer must not drive the car and must contact CitySupercars.co.uk to arrange for a replacement to be fitted.

Mechanical problems, accidents, theft

If you have any mechanical or other problems with the car please call us straight away. No repairs should be attempted to the car. If you are involved in an accident or the car is stolen, contact the Police and CitySupercars.co.uk immediately. Please keep a copy of any paperwork you are asked to complete. Should a car be damaged beyond repair, and that damage was caused whilst you were acting illegally (including, but not limited to, drink-driving, drug-driving, excessive speed or dangerous driving – subject to an independent 3rd party report) you will be liable for 100% of the retail cost of the car. You will be invoiced within 7 days. Payment must be made within 28 days from invoice date. You will be responsible for the cost of loss of hire of the car to a maximum of 2 weeks hire charge. The hirer must not under any circumstances admit liability for any damage, accident or claim to any persons without the

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consent of CitySupercars.co.uk. No hirer is to attempt to make, or accept payment from a third party as compensation.

Smoking

To maintain the high quality interiors of our cars, and for the benefit of other hirers, CitySupercars.co.uk requires the hirer to ensure that the car is not smoked in, and we reserve the right to charge £300 for a full valet if a car is smoked in. Any cigarette burns will incur a charge to replace or repair any damaged panels or upholstery (minimum of £1000).

Police

Should we receive a call from the Police or any other authority informing us that the car has been used in a dangerous or illegal manner, we reserve the right to cancel the booking and require the car to be returned immediately. If the Police instruct us to collect the car, we will charge a fee of €200, there will be no refund for any unused hire time and the security deposit will be forfeited.

Privacy

Your personal information is used for CitySupercars.co.uk communication purposes only. We do not pass your information on to any third parties except for insurance purposes, should you hire a car from us. If you break the hire conditions, we may forward information to credit reference agencies, the DVLA, the Police, debt collectors and any other relevant organisation.

Legal stuff from our Insurer:

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this insurance covers the insured car whilst let out on hire, subject to the following conditions:

1- CitySupercars.co.uk shall verify the identity and permanent address of the Hirer and any other permitted driver by means other than relying solely on the information contained in the Hirer's or driver's driving licence and that such person is not amongst the excluded persons enumerated below.

2- The Insured Car shall not be let out on hire to or be driven by:

- a) Hirers under 28 or over 70 years of age, unless otherwise agreed by the Insurer.
- b) Hirers aged 28 or over, unless a full driving licence valid in the United Kingdom has been held for 5 years.
- c) Persons who have been convicted of an offence in connection with the driving of a motorcar or motorcycle and/or have had their driving licence endorsed or suspended or penalty points imposed. Parking and not more than two speeding offences in the past 3 years may be ignored. "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.
- d) Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart complaint.
- e) Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.
- f) Persons engaged wholly or partly in professional entertainment or professional sports persons.
- g) Jockeys and persons connected with racing of any sort.
- h) Undergraduates and/or students under 28 years of age.
- i) Persons who, whilst driving, have been involved in more than one accident during the past 3 years.
- j) Foreign Service Personnel other than persons born in the United Kingdom.

3- The insured car shall be driven only by the Hirer or other permitted driver who has completed and signed a Hirer's Proposal Form immediately prior to any hiring.

4- The Insurer's form of proposal for Hirer Drive insurance or as otherwise may be specifically agreed shall be completed and signed by each Hirer or other permitted driver. Such proposal shall be forwarded immediately to the Insurers. The proposal must be fully completed by the Hirer or other permitted driver in all respects. If the statements and particulars in the proposal are in the handwriting of any person other than the Hirer or other permitted driver, such person shall be deemed to have been the Hirer's or other permitted driver's agent for the purpose of completing the proposal form.

5- CitySupercars.co.uk shall be considered as being the agent for the Hirer or other permitted driver for all purposes in connection with this insurance but under no circumstances shall the CitySupercars.co.uk be considered as agent for the Insurers.

6- The Insured car shall not be used for the carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire and reward or any other form of profit or remuneration.

Hirers Details

Hirers Full Name _____

Address _____

_____ Postcode _____

Drivers occupation _____

	Yes	No
Has any driver had any accidents in the past 3 years	<input type="checkbox"/>	<input type="checkbox"/>
Has any driver had any motoring convictions in the past 5 years	<input type="checkbox"/>	<input type="checkbox"/>
Does any driver have any health conditions	<input type="checkbox"/>	<input type="checkbox"/>
Has any driver had any previous insurance cancelled, declined or special terms imposed	<input type="checkbox"/>	<input type="checkbox"/>

Passport

Driving Licence

2 Utility Bills

By signing this document I accept that I have read, fully understood and hereby agree to the Conditions of Hire and further agree to be bound by the terms and conditions of the Insurance which I have seen and read or have had the opportunity to see and read

Signed:

Hirer _____ Additional driver _____

Print _____ Print _____

Date _____ Date _____

CitySupercars.co.uk _____

Print _____