



# Highland Classic Car Hire Ltd

## Terms & Conditions

### Definitions

1. Hirer(s) – the person(s) who is/are entitled to drive the vehicle.
2. The owner – Highland Classic Car Hire Ltd

**Persons entitled to drive** – Any person(s) who is/are driving under a signed contract of hire as issued by the owner. The hirer(s) must hold a full UK driving licence (subject as under 'Insurance' paragraph below). The hirer's driving licence(s) must be produced to the owner before the hire period commences. The owner will take a copy of that driving licence and a digital photograph of the hirer. The hirer must produce the DVLA code for online checks. The hirer will also be required to produce a proof of residence such as a recent utility bill or a recent bank statement. The owner has an absolute discretion to refuse to hire any vehicle to any person. Failure to produce documents at the point of hire will result in the Hire being cancelled and charged at the full rental amount.

**Insurance cover** – Provided that the hirer complies at all times in full with these terms and conditions then the hirer(s) will have comprehensive insurance throughout the hire period on the owner's Policy. However, such insurance is subject to the following:

- 1: The hirer(s) must have held a full driving licence for cars for at least 5 years and must be a minimum of 25 years of age and no older than 75 years of age.
- 2: The hirer(s) must not have been refused any motor insurance nor had special insurance terms imposed as a result of a poor claims experience nor have had their motor insurance cancelled at any time by an insurer.
- 3: The hirer(s) must declare any mental or physical defects or infirmity or if the hirer(s) suffers from fits or diabetes or any heart complaint.
- 4: The hirer(s) must not have been convicted of any offence in connection with the driving of a motor vehicle or motor cycle nor have had their licence endorsed or suspended. Minor offences involving in each instance a maximum of three penalty points during the five

years prior to the hire period must be disclosed and may incur an additional insurance charge.

5: The hirer(s) must not whilst driving have been involved in more than one major motoring incident in the previous three years.

If the hirer(s) is in breach of any of the terms of this section and as a consequence of that or on any other default on the part of the hirer(s) the owner's insurers refuse to indemnify in respect of any event during the hire period then the hirer(s) will be fully responsible for damages and losses resulting from that event.

**Insurance Excess and Security Bond** – A security bond will be required on the first day of the hire period. This will be taken as an open signed credit transaction which will not be processed unless loss or damage occurs. The excess amount depends on the vehicle and can be found on the website.

**Hire Period** – The Hire start and end time will be agreed with the owner. If the hirer(s) returns the car outside of the agreed hire period then the owner reserves the right to charge for an additional hire period. The minimum additional hire period for charging is ½ a day. The owner appreciates that sometimes delays are unavoidable so please contact the owner as soon as possible if this is likely to happen to help avoid any extra charges.

**Care of Vehicle** – The hirer(s) is responsible for taking all reasonable steps to ensure that the car is locked and secured when left unattended and to use any security devices which are supplied with the vehicle. The owner has no liability for consequential or uninsured losses.

**Vehicle Condition Report** – The hirer(s) will be required (in conjunction with the owner) to complete and sign a vehicle condition report confirming the condition of the bodywork, paint and interior prior to taking the vehicle. The hirer(s) will be liable for the cost of repairing any damage incurred during the hire period.

**Booking and Cancellation** – A 50% non-returnable deposit paid by BACS at the time of booking. The balance is due sixty days before the hire date and paid by BACS or credit/debit card. If the hirer(s) cancels within sixty days, payments may be set against a future hire at the sole discretion of Highland Classic Car Hire Ltd. A security bond will be taken at the start of hire.

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**Gift Vouchers** – Are charged in full, are not refundable and may not be redeemed for cash. Gift vouchers may be transferred subject to the driver satisfying these terms and conditions. Once a booking has been made using a gift voucher the booking will be subject to these terms and conditions, specifically the section for cancellation and cancellation charges.

**Limits as to use** – The permitted use is social, domestic and pleasure use by the hirer(s). The hirer(s) must not use the vehicle for racing, track days, pacemaking, reliability trials, competitions, speed testing, driving tuition, or to carry passengers for hire or reward. The car must not be taken out of Northern Scotland by the hirer(s). If the hirer(s) is found to

have broken this clause then the hirer(s) will compensate the owner for excessive wear on the vehicle.

**Choice of Car** – Should the owner be unable to supply the vehicle originally booked by the hirer(s) because of mechanical or other problems beyond the owner's control, then the owner will inform the hirer(s) and offer either an alternative vehicle for the same hire period or an alternative date for the hire.

**Fuel** – All vehicles are hired out at the commencement of the hire period with a full tank of petrol. It is the hirer(s)'s responsibility to return the vehicle at the end of the hire period similarly with a full tank of petrol. If not, the hirer(s) will be charged for refuelling plus an administration charge. Further the hirer(s) is responsible for using the correct type of fuel for the vehicle being hired and will be responsible for any damage caused as a result of the hirer's failure so to do.

**Oil and Water** – If the hire period is more than one day then the hirer(s) is responsible for checking that the vehicle has the correct amount of oil and coolant in the engine. The hirer(s) will be liable for the cost of repair if the engine should be damaged through lack of oil or coolant.

**Dash cam** - The vehicle is equipped with a dash camera, this must remain in use and not be switched off.

**Materials Supplied to the Hirer(s)** – All keys, security locks, maps, spare parts, tools or other materials or equipment belonging to the owner and supplied with the vehicle remain the property of the owner and must be returned at the end of the hire period. If any items are missing or damaged at the end of the hire period then the costs of replacing or repairing those items will be charged to the hirer(s).

**Personal Effects** – The owner is not responsible for any loss or damage to personal effects belonging to the hirer(s) unless such loss or damage results from the owner's negligence or default. Further the owner has no liability whatsoever for any vehicle or personal property left at the owner's premises by the hirer(s).

**Smoking and pets** – Customers must not smoke or carry pets in the car. A cleaning charge of £100 will apply if the car is returned in a poor state.

**Breakdown Cover** – Every effort is made to ensure reliability, however these are older vehicles and you have to accept the risk of breakdown as part of your hire. Should the vehicle become unroadworthy during the Hire period we will offer assistance/ recover.

In the case of a total breakdown the vehicle must be recovered to Highland Classic Car Hire Ltd where we will make every effort to supply a replacement vehicle as similar as possible to the one hired providing that the vehicle has not become unroadworthy due to misuse or neglect from the hirer(s).

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**Severe Weather** – The owner reserves the right to refuse hire in severe weather conditions where there is danger to the hirer and the vehicle. This includes snow, black ice and severe storms.

**Other Charges** – Charges which may be set against the security bond include the following. All costs including reasonable legal fees incurred in collecting payments due from the hirer(s) pursuant to these terms and conditions together with all fines, penalties, congestion charges, Court costs or other expenses imposed on the owner by operation of law resulting from the hirer(s)'s use of the vehicle during the hire period.

- 1) As a payment towards any mechanical damage which is not covered by our insurers e.g. tyres, wheels, clutch and gearbox sustained during the period of hire due to misuse and abuse. This does not include normal wear and tear.
- 2) The cost of recovering the vehicle back to Highland Classic Car Hire Ltd at the end of the hire period or due to mechanical failure if the recovery service provided is not used.
- 3) Fuel charge if the hirer(s) does not return the car with a full tank of fuel, this includes a service charge.
- 4) The cost of professional valeting the vehicle in the event of the hirer(s) causing excessive mess due to neglect.
- 5) The hirer(s) accepts that the owner may take all such payment due under these terms and conditions by way of a debit to the hirer's credit or debit card.

#### **Acceptance and Completion of Contract**

When the hirer(s) takes a booking for the hire of a vehicle from the owner whether in writing, by phone or other means the hirer(s) agrees that he has first seen these terms and conditions and that he is bound by them. The Owner reserves the right to change the terms and conditions from time to time. The Hirer(s) can obtain the latest version from [www.highlandclassiccarhire.co.uk](http://www.highlandclassiccarhire.co.uk) or from the owner.