



## Terms and Condition

### Definitions

#### Terms & Conditions

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

We reserve the right to refuse to hire any vehicle at our sole discretion. Hirer / Driver own vehicle may be left at our premises entirely at own risk. This agreement is a contract subject to Scottish Law and to the exclusive jurisdiction of the Scottish courts

### Liability

Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or for any other liability that cannot be lawfully excluded.

Subject to the above, our total liability, in contract, tort (including negligence) or otherwise, howsoever arising, under this contract shall be limited to the total sum payable to us, as set out in the hire contract. We cannot be held liable for any consequential or indirect loss caused by an event making the car unavailable; including but not limited to breakdown; accident, howsoever caused; bad weather making driving unsafe. **We recommend that clients take out insurance against the hire being foreshortened or cancelled by such events.**

We will not be liable for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside our reasonable control.

**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 or EU 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 (UK only). The hirer will also be required to produce two forms of 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 2 years and must be a minimum of 25 years (25-30yrs Ford Mustang subject to approval) of age and no older than 79 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 motorcycle nor have had their licence endorsed or suspended. **Any of the following must be declared and will be referred to our insurance company :**

**AC, LC, BA, MS, NE, CD, CU80, DD, DR , IN , SP, TT, UT, XX**

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.

6: Driver(s) must consent to their photograph being taken at the point of hire as additional proof of ID.

**Insurance Excess** – all hires are subject to an insurance excess as per the following – Austin Healey Sprite, MGB ,Triumph TR6 & Stag £1000, Ford Mustang £1500

**Security Bond/Deposit** – A security bond will be required at the point of the hire. This will be taken either as a credit card or BACS payment which will be refunded on safe return of the car. This is held as:

- i. A security bond
- ii. Payment towards mechanical damage not covered by the insurance e.g. tyres, wheels, clutch damaged during the hire period.
- iii. Insurance excess against accidental damage or loss caused to the vehicle by a third party or the Hirer.
- iv. Additional charges incurred during hire, for excess mileage or petrol.

**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 1/2 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.

Please ensure you park both legally and in such a way as to avoid damage to the car as you may be liable for any costs.

**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 20% non-returnable deposit paid by BACS at the time of booking. The balance is due no later than 7 days before the hire date and paid by BACS. 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.

**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. Gift Vouchers are valid for 12 months unless otherwise agreed with us.

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, pace making, 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.

**Accidents & Incidents** - It is your responsibility to notify us of any accident or damage to the car within 24 hours – failure to do so could result in additional costs to the hirer(s).

**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 (£20). 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 hirers 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** – If the vehicle is equipped with a dash camera and tracking device, these must remain in use and not be switched off.

**Milage allowance** – A daily(24hour) allowance of 200miles (125miles in case of Austin Healey Sprite) is included in the hire price, any millage over this will be charged at £0.50per mile upon your return.

If you require a higher rental milage then please contact us and we may be able to arrange this in advance.

**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).

**Breakdown Cover** – Every effort is made to ensure reliability; however these are old 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/recovery. Due to the large distances and slow nature of the roads in the Scottish Highlands, this may take several hours to achieve.

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.

Should the vehicle become unroadworthy due to misuse or neglect from the hirer(s), then the callout/recovery, cost of repair and any loss of use - will be charged to 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.

**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.

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