

PART 2: HIRE and INSURANCE

- 2.1 In consideration of payment of the sums detailed in the Invoice the Company hires the Car to the Hirer for the Hire Period for self-drive within the Hire Area, all in accordance with this agreement.
- 2.2 The Company undertakes to the Hirer that the Car is roadworthy and suitable for hire at the start of the Hire Period, subject to the age and design of the Car and any notes in the Condition Report.
- 2.3 The Permitted Mileage is the maximum distance that the Car can be driven during the Hire Period. The distance travelled shall, in the absence of obvious error, be as measured by the Car's odometer.
- 2.4 During the Hire Period the Car can only be driven by a Driver. No other person is insured or permitted to drive the Car.
- 2.5 Subject to compliance with the conditions of this Agreement, the Hirer and each Driver is covered by the Insurance for loss of or damage to the Car (including repair or replacement of broken windscreens or windows) caused accidentally or by fire or by theft of the Car, and liability to third parties arising out of the use of the Car. The Insurance does not include cover for personal belongings or personal accident for the Hirer or any Driver.
- 2.6 For the purposes of the Insurance and except in so far as already disclosed to the Company as otherwise, the Hirer confirms that each Driver (including the Hirer):
 - a. has held a full UK or EU driving licence for a minimum of two years;
 - b. has not had their driving licence suspended for any period within the last three years;
 - c. has not been involved in more than one fault incident within the last three years;
 - d. has no more than two current convictions with a maximum of 3 points per conviction; and
 - e. has not obtained a BA (disqualification), DD (dangerous driving) or UT (theft) conviction.
- 2.7 The Car shall be used for social, domestic and pleasure purposes only.
- 2.8 The Car must not be used for:
 - a. the carriage of goods of an explosive, dangerous or hazardous nature;
 - b. the carriage of goods or passengers for hire and reward or any other form of profit or remuneration;
 - c. any business purposes, including travel to and from any place of business;
 - d. towing, hiring or commercial travelling; or
 - e. racing, pacemaking, speed testing, competitions, rallies, trials or track days.
- 2.9 All Drivers must comply with the conditions of their driving licence.
- 2.10 Drivers must not use the Car whilst under the influence of alcohol and/or drugs.
- 2.11 The Car is only insured for use within the Hire Area.
- 2.12 In the event of a claim under the Insurance, the Hirer will be liable for payment to the Company of the Restricted Excess, except in the event of the Insurance being varied in any way, cancelled or voided as a result of any fault, action or omission of any Driver, in which case the Hirer will be liable to the Company for all sums not recoverable by the Company from the insurers.

The Hirer understands and accepts the provisions of the Hire and Insurance in PART 2.

Signed..... Date

What to do if you have an accident or other 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:

- a. Make the vehicle secure;
- b. Make a sketch or take pictures showing the position of vehicles and any damage;
- c. Tell the Police straight away if anyone is injured or if it is not clear who is responsible; and
- d. Call our office straight away on **07889 671812**.

If you are unable to exchange details with the other party, or if you hit an animal, you should report the incident to the Police as soon as possible and in any event within 24 hours.

You must also 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.

PART 3: HIRER'S UNDERTAKINGS and RESPONSIBILITIES

- 3.1 The Car must not be taken outside the Hire Area.
- 3.2 The Permitted Mileage must not be exceeded during the Hire Period. Any mileage in excess of the Permitted Mileage will be charged to the Hirer in accordance with the Schedule of Charges.
- 3.3 You must look after the Car and the keys to the Car and must always lock the Car when it is not in use. You must always protect the Car against any weather conditions which could cause damage to the Car. Except in respect of fair wear and tear or in so far as covered by the Insurance, you are liable for the costs of any repairs or reinstatements of any defects or damages to the Car arising or occurring during the Hire Period.
- 3.4 The Car will have a full tank of fuel at commencement of the hire and should be returned to us with a full tank of fuel at the end of the hire. A refuelling charge in accordance with the Schedule of Charges (in addition to the cost of the fuel required to fill the tank) will apply if the Car is not returned with a full tank of fuel. You must make sure that you use the correct fuel, as you are responsible for any resultant damage.
- 3.5 Before returning the Car you must check that you have not left any personal belongings in it. We are not under any obligation to forward or return any items subsequently found in the Car.
- 3.6 You must return the Car to us at the agreed time and place. We will not accept responsibility if the Car is damaged or stolen after it is left at any other time or place without our agreement. If we have agreed that you may return the Car outside our business hours, you will remain responsible for the Car and its condition until it is re-inspected by a member of our staff.
- 3.7 If you do not bring the Car back on time you are breaking the conditions of this agreement. We may charge you for every day or part of a day that you have the Car after you should have returned it to us, until the Car is returned to us, all in accordance with the Schedule of Charges.
- 3.8 You undertake to pay all tolls, congestion charges and similar for road usage during the Hire Period, and all fines and court costs for parking, traffic, or other offences (including any costs which arise if the vehicle is clamped) arising during the Hire Period. You must pay the appropriate authority any such charges, 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.
- 3.9 We have a strict No Smoking and No Pets policy in all our cars. You must not allow any smoking or vaping in the Car. Pets or any other animals are not allowed in the Car. You will be liable for the charges detailed in the Schedule of Charges if any additional cleaning is required as a result of breach of this condition.
- 3.10 The Hirer must comply with our guidance (see previous page) and all statutory obligations in the event of an accident or incident involving the Car. You must provide fully and timeously whenever requested all information reasonably required by us in connection with any insurance claim.
- 3.11 You must let us know as soon as you can if you become aware of any fault with the vehicle. Apart from AA Roadside Assistance you must not let anyone work on the vehicle without our permission. If we give you permission, we will give you a refund if you have a receipt for the work carried out.

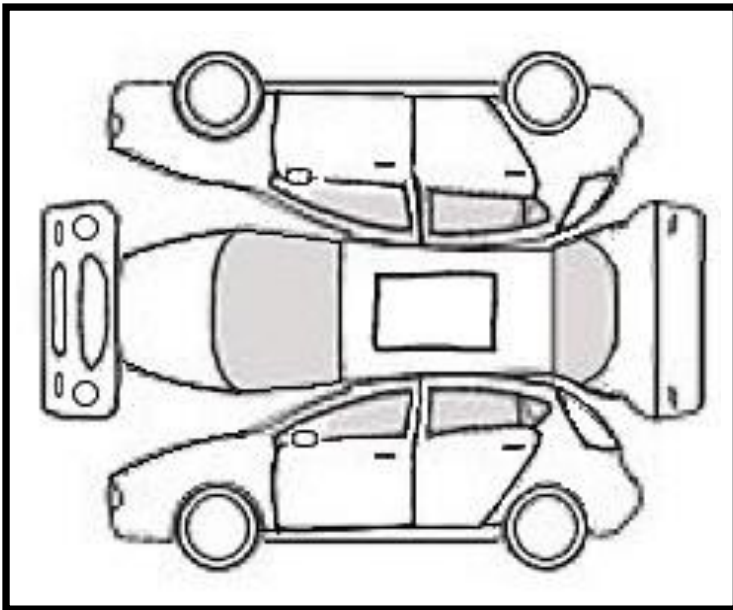
PART 4: GENERAL TERMS and CONDITIONS

- 4.1 This agreement is governed by Scottish law and can be enforced in the Scottish courts.
- 4.2 This agreement (Parts 1 to 6 inclusive) comprises a contract between the Company and the Hirer. Nobody else has any rights under this agreement and no other person has any rights to enforce any of its terms. The Hirer may not transfer any rights or obligations under this agreement to any other person.
- 4.3 Each of the provisions of each Part of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful or invalid, the remaining provisions will remain in full force and effect.
- 4.4 Even if we delay in enforcing any provision of this agreement, we can still enforce it later. If we do not insist immediately that the Hirer does anything required under this agreement, or if we delay in taking steps against you in respect of any breach of this agreement by you, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.
- 4.5 The Hirer can terminate this agreement (without prejudice to any obligations arising prior to such termination) by returning the Car to us at a time and place agreed with us. In the absence of any material breach of this agreement by the Company, any refund will be at the Company's sole discretion.
- 4.6 In the event of a material breach of this agreement by the Hirer, the Company can terminate this agreement (without prejudice to any obligations arising prior to such termination) by notice to the Hirer to that effect, and require the Hirer to return the Car to the Company forthwith or make other arrangements for its recovery.

The Hirer understands and accepts the provisions of PART 3 and PART 4.

Signed..... **Date**

PART 5: CONDITION REPORT



O	DENT
---	SCRATCH
x	CHIP
S	SCUFF

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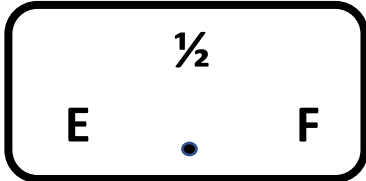
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Mileage reading out:	SPARE WHEEL <input type="checkbox"/>	BOOT PACK <input type="checkbox"/>
Fuel gauge: 	WARNING TRIANGLE <input type="checkbox"/>	Screenwash <input type="checkbox"/>
	OTHER <input type="checkbox"/>	First Aid Kit <input type="checkbox"/>
		Hi-viz bib <input type="checkbox"/>
		Picnic rug <input type="checkbox"/>
		Umbrella <input type="checkbox"/>
		Engine oil (1ltr) <input type="checkbox"/>
		Midge repellent <input type="checkbox"/>
	 <input type="checkbox"/>
	 <input type="checkbox"/>

PART 6: SCHEDULE OF CHARGES

Excess mileage (purchased in advance – max 40 miles per day)	£0.50 per mile
Excess mileage (charged in arrears)	£1.50 per mile
Refuelling Surcharge	£20.00 (plus fuel cost) if not returned full
Late return (up to 2 hours)	£50.00
Late return (over 2 hours)	£150.00 per day (24 hours) or part
Car Collection	£1.50 per mile (outward and return) from Dingwall
Smoke eradication	Min £40.00
Internal deep clean	Min £60.00

For North Coast Classics Ltd:

Signed..... Date

Hirer:

Signed..... Date