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Terms and Conditions of Hire

The hirer accepts these terms and conditions upon payment of the deposit invoice, and the lessor agrees to hire the vehicle for the hire period as shown on the invoice and hire agreement. Reference to "the hirer" in this agreement shall include any other person authorized by the lessor to drive the vehicle during the period of hire. Please read carefully. If there is anything you do not understand or do not agree with please ask a member of our staff.

1. To confirm a booking, a nonrefundable deposit will be required.
2. The hirer shall pay the hire/TM/Driver fee for the period of the hire in advance and return the vehicle at the end of the agreed hire period. If any other payment arrangement is made for longer hires and payment is not made within 21 days of invoice, payment will be taken via the card number provided on the hire agreement and any discount offered will be null and void and the hirer will be charged and re invoiced for the full amount.
3. In the event of the hirer cancelling the hire within 14 days of the beginning of the hire period, the lessor reserves the right to charge 50% of the total hire fee. In the event of a booking been cancelled with no more than 48 hours notice, the lessor reserves the right to charge 100% of the total hire fee.
4. The lessor will use its best endeavors to supply the particular vehicle booked but reserve the right to supply, without prior notice to the hire, an alternative vehicle as close as possible to the booked vehicles specifications, if for any reason the vehicle booked isn't available at the start of the rental period.
5. The vehicle is regularly serviced and maintained but the lessor will not accept any liability for any losses suffered by the hirer as a result of breakdown or mechanical default, including not been able to honour any contractual obligations, during the hire period other than by agreement between the lessor and the hirer.
6. The driver must be the holder of a full EU driving license permitting them to drive the hired vehicle in any country, which it is intended to enter during the hire period. It must have been held for a period of at least two full years.
7. The hirer will be informed in advance of the booking what documentation the driver(s) must produce for inspection prior to collection of the vehicle. If the specified documents cannot be produced then the lessor will be unable to release the vehicle. No refunds will be applicable in these circumstances.
8. The lessor and the hirer will together check the condition and contents of the vehicle at the start of the hire period and the vehicle will be returned, together with all its equipment contents and document to the location agreed by the lessor and the hirer on the date agreed, in the same condition it was in at the start of the hire period.
9. The hirer agrees that the details held on the Credit/Debit Card Confirmation Form and Credit/Debit Card Details form may be used by the lessor to offset the cost of repairs in the event that the lessors vehicle or a 3rd party vehicle is damaged. This amount shall not exceed the non-waivable insurance excess of £1000.00 + VAT (plus the additional excess of £500 + VAT if a driver's criteria does not fit our usual terms & conditions). However if the vehicle is stolen or damaged through the hirers own negligence, the hirer would be liable for the total cost of the vehicle and any loss of earnings.
10. The vehicle will be hired out and the hirer will return it with a like for like tank of diesel; in default the hirer will pay an amount estimated by the lessor to be the cost of filling the tank back to the recorded level at when the hire period commenced.
11. During the hire period, the hirer is responsible for the vehicle and key and has a duty of care to maintain the vehicle and must by law be kept in a road worthy condition. It is the

hirer's responsibility to check all engine levels, lights, tyres etc. daily, and inform the hire company of any defects. Any loss or damage caused by the lack of oil, coolant, brake fluid and power steering fluid (which will be established by an independent source) during the hire period will be the responsibility of the hirer, including any losses suffered by the hirer as a result of not being able to meet any of his contractual obligations.

12. Any windscreen, window, tyre or wheel damage is the responsibility of the hirer and will be charged accordingly. These replacements will be on a like for like basis.

13. The vehicle is fitted with a tracker. This monitors vehicle speed and driver behavior. The lessor or insurance company will access this data in the event of an accident, and also periodically. Should any driver score or speed data cause an increase in the lessor's insurance premium, the hirer will be responsible.

14. The vehicle will not be used:

14.1 To carry goods in contravention of customs regulations or any other illegal purpose. In the event of the vehicle being impounded or otherwise taken out of possession or control of the hirer or lessor as a result of a breach of this condition the hirer shall continue to pay the rental until such time as the vehicle is returned to the lessor possession together with the cost of any damages caused as a result of the breach which is not covered by the lessor's insurance policy.

14.2 To carry passengers or property for hire and reward, express or implied.

14.3 To propel or tow any vehicle or trailer without the consent of the lessor or unless hired under the same agreement from the lessor.

14.4 In motorsport, including racing, pace making, rallying, reliability trials and speed testing.

14.5 For purpose of tuition.

14.6 By any person driving whilst unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by the Road Traffic Acts.

14.7 By any person other than Band Van Man

14.7.1 The hirer or any person(s) nominated or employed by the hirer who is approved as a driver by the lessor, is at least 25 years of age, and under 70.

14.7.2 In the case of break down or accident, a motor vehicle repairer provided that he is duly qualified and licensed

14.8 To carry a number of persons and/or equipment which would cause the vehicle to be overloaded or which exceeds any individual axle plated weights which may be applicable or so as to render the vehicle unsafe or illegal. Vehicle with 1/2 tank fuel and 1 driver weighs 2850kg giving an approximate 650kg payload.

14.9 Outside the UK without the permission of the lessor, unless EU insurance cover has been approved and applied to the hire agreement by the lessor.

15. The hirer is personally responsible and liable to pay the lessor on demand:

15.1 An additional fee for a one-way hire service, or, if vehicle is left elsewhere than at the agreed return location without the lessors consent, a suitable fee for costs relating to the return of the vehicle to our base including fuel, travel, driver, ferry, airplane, toll costs, penalties, accommodation and lost earnings will be charged to the card details held without prior notice.

15.2 All fines and court costs, plus an administration charge of £20 + VAT per offence, for parking, traffic, congestion charge or other offences incurred during the hirer period unless as a result of the act or omission of the lessor.

15.3 The lessor's costs, including reasonable legal fees where permitted by law, incurred collecting payments due from hirer hereunder and lessors costs to repair collision or upset damages.

15.4 The maximum damage liability as stated in point 9.

15.5 Value added tax and all other taxes (if any) payable on the aforesaid items.

16. The hirer and any authorized driver, as described in point 13.7.1 above, participate as an insured under an automobile insurance policy, a copy of which is available for inspection by hirer at the office of lessor. If the hirer so elects he will comply with terms and conditions of the said policy and, in particular but without prejudice to the generality of the forgoing will, in the event of an accident in which he or the vehicle is involved will;

- 16.1 Obtaining names and addresses of parties involved, and photographs of the vehicle position and scene.
- 16.2 Not admitting liability or guilt or giving money to any persons involved.
- 16.3 Not abandoning the vehicle without adequate provision for safeguarding and securing.
- 16.4 Call the lessor by telephone (transfer charge) even in the case of slight damage, within 1 hour of the event, further completing lessors accident report, including diagram as required on return of vehicle
- 16.5 Notifying the police immediately if other party's guilt or liability has to be ascertained, or if any person is injured.
- 16.6 Do nothing to render the policy invalid or voidable.
17. The hirer hereby releases and indemnifies lessor from and against any liability for loss or for damage to any property (including costs relating thereto) left, stored or transported by hirer or any other persons in or upon the vehicle before, during or after return of the vehicle to the lessor.
18. The lessor, whilst taking all precautions and using its best efforts to prevent such happening shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the vehicle in any substantial loss or damage including the loss by the hirer of any performance or other fee suffered as a result of a failure to honor any contractual obligation as a result of such defect in or mechanical failure.
19. The hirer is fully responsible for van keys given at the beginning of the hire. In the event of the keys being lost or damaged, the hirer will be charged for the full associated costs of replacing the key or changing the locks.
20. The hirer shall always lock the vehicle when not in use.
21. Vehicles returned in an untidy or dirty condition will be subject to a £50 cleaning surcharge. This includes cigarette and alcohol soiling.
22. The hirer will pay for any contents or documents that are not returned with the vehicle and for any damage or loss suffered to the vehicle or its contents, whether caused by the fault of the hirer or not, during the period of the hire which the lessor cannot recover from its insurers.
23. In the case that the vehicle is returned to the hire location out of office hours, a staff member will check the vehicle in on the next working day. Whilst the hire period may end during this time, the hirer will remain responsible and liable for the vehicle until it is checked in.
24. The level of vehicle is determined by the comfort of the seats and the lay out of the conversion. If for any reason any of the games consoles, TV's, 240v power supply are not working then the lessor will make efforts to get these working for you while still within your hire period. However any faults with any of these AV systems will not warrant any discount to the hire.
25. If the hirer breaks the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Agency (DVLA), debt collectors and any other relevant organization. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA) who can pass it on to any of its members for any purpose stated in the Data protection Act 1984.