

Icon Classic Car (Hire and Sales) Ltd - Conditions of Hire (v6.17)

Definitions: Throughout this document Icon Classic Car (Hire and Sales) Ltd is the Company. The customer, the other party to the hire agreement, is the Hirer. The Hirer, and any Additional Driver, is someone who has been formally authorized to drive the vehicle at the time of hire and is mentioned in the hire agreement.

1. Drivers: The only persons entitled to drive the hire vehicle are the Hirer or any Additional Driver formally authorized to drive the vehicle at the time of hire by the Company as indicated in the hire agreement.

2. Driving License: The Hirer and any Additional Driver must provide their original driving license and valid and current DVLA driving record/summary and provide 2 utility bills dated within 3 months from the date of hire to confirm the name and address of the driver i.e. the name and address on the license and utility bills must be the same. Photocopies of such documents will be taken and kept by the Company. Failure to provide this information at the time of hire will invalidate the booking and forfeit the pre-paid booking fee.

3. Driver age and identity: Drivers must be between 25 and 70 years of age; have held a full UK or EU license for more than two years; not had their licence suspended for any period within the last 3 years; not been involved in more than one fault incident within the last 3 years; have no more than 2 convictions with a maximum of 3 points per conviction; not obtained a BA, DD or UT conviction; not have any pending convictions.

4. Additional Driver: Additional Drivers can be added to the policy up to a maximum of two in addition to the Hirer at additional cost. In any event, Additional Drivers are subject to the same driver conditions referred to above with respect to age and identity. Failure to provide satisfactory evidence of identity will mean the Additional Driver cannot be added to the hire agreement and insurance cover.

5. Booking: The Hirers obligations begin when a booking is made by payment in advance of the fee for the full value of hire period for the specified vehicle by debit/ credit card, subject to such vehicles availability at the time of booking. Once a vehicle is booked the vehicle is reserved for the hire period and failure to complete the hire agreement and satisfy all the conditions of hire on the day of hire will result in forfeiture of the booking fee subject to the cancellation policy and other conditions specified below. Prior to the hire the insurance excess and security deposit is also made by pre-authorization of the payment by debit/ credit card and failure to complete this process on the day of hire will also lead to forfeiture of the pre paid booking fee referred to above.

6. Vehicle seating capacity: The number of persons carried in the vehicle must not exceed the normal seating capacity of the vehicle (for the avoidance of doubt the seating capacity is confirmed by reference to the number of seatbelts available in the vehicle).

7. Optional extras: We can supply a GPS navigation system at extra charge. However, it should be noted that not all our cars are equipped with a power socket so ask first before you hire such an extra. We do not supply child seats.

8. Car Availability: By the very nature of our business the number and choice of classic cars is limited. Furthermore we generally limit our classic car availability to 8 or 9 months of the year (from March to October/November) to avoid the winter and road salt. Notwithstanding this if you are interested to hire a classic car "out of season" please contact us to discuss your specific requirements and where possible we will do what we can to help. Please also refer to our Gift Voucher Policy and make sure you understand the restrictions and limitations of their use. The Company's 4x4 vehicles and other hard top cars are normally available for hire throughout the year.

9. Expiration of hire period: The Hirer must ensure that the hire vehicle is returned to the Company before the expiration of the hire period. The likely late return of the hire vehicle should be reported as soon as possible to the Company and will involve the computation of additional hire charges based on the "Extra Day" hire rate, as appropriate. Failure to inform the Company on a timely basis will result in the hire vehicle being reported as stolen. Note: some vehicles are fitted with tracking devices.

10. Cancellation Policy: If you cancel your pre-paid booking you will forfeit the pre paid booking charges you have made in full. At the sole discretion of the Company where cancellation is made by giving at least 14 days notice the Company may issue Gift Vouchers to 50% of the value of the original booking.

11. Weather Cancellation/ Force Majeure: The Company may, at its sole discretion, cancel a booking due to adverse weather conditions. If this occurs the pre-paid booking charge will be fully refunded against the credit/debit card used originally to make the booking. In such circumstances the company will endeavour to give the Hirer at least 24 hours notice in writing and/or by telephone.

12. Fuel Policy: When cars are made available to Hirers the fuel tanks are full although the fuel gauge of a classic car may indicate lower than full. The fuel level indicator is recorded at the time of hire. When the car is returned to the Company the fuel tank should be full with the fuel gauge indicating the same level at the time of hire otherwise a fuel supplement will be levied which will comprise a service charge of GBP 20 plus the cost of the fuel from the nearest filling station (e.g. Esso Filling Station, Totton).

13. Mileage Policy: The hire charge includes 150 miles per day with any additional mileage charged with a supplement of 0.50 pence per mile. When applicable, this will be calculated by aggregation over a multiple day hire period and the supplement applied accordingly.

14. Insurance cover and insurance and security deposit: Fully comprehensive insurance cover is provided, subject to an insurance excess and security deposit, for the period of

hire specified in the hire agreement. A pre-authorized payment corresponding to the insurance excess and security deposit must be made prior to hire. If the car is stolen during the period of hire or is returned damaged the insurance and security deposit will be processed in full to cover the theft or repair. In the case of a repair, when the final cost of the work is known if, after deducting the cost of repair, a partial refund is due this will be paid by the Company to the Hirer. Where a hire vehicle is stolen or damaged while the Hirer or Additional Driver is (a) under the influence of drugs and/ or alcohol, or (b) convicted of offences of dangerous, reckless or careless driving, or (c) while the car is driven by an unauthorized driver not mentioned in the hire agreement or insurance proposal, or (d) when the Hirer, Driver or Additional Driver is negligent or otherwise engaged in an unlawful act, the Hirer is wholly responsible and liable for the damage or theft i.e. the full cost.

15. Accidents and Breakdown: In the event of an accident or breakdown please record all relevant details particularly those involving another driver, vehicle and/ or persons and property. Report the incident immediately to the Company and inform the Police/ emergency services, as appropriate. National breakdown cover is included together with the fully comprehensive insurance cover arranged at the time of hire. No admission of liability should be made until an accident has been fully investigated by the insurers.

16. Driving Abroad: Driving outside mainland Great Britain (England, Scotland and Wales) is strictly prohibited and is not covered by the insurance cover unless it is arranged at additional cost at the time of the car hire.

17. Hirer and Drivers Responsibility:

- a) You are required to act in good faith and respect the conditions of hire, the hire agreement and the insurance conditions.
- b) You are required to ensure the hire vehicle is used carefully and that oil, coolant and other fluid levels and tyre pressures are maintained correctly and that the vehicle is returned in a clean condition.
- c) You are required to ensure that hire vehicles are driven on well surfaced roads. Cars should not be used on unsurfaced tracks, off road or on racing circuits. Exceptions are the 4x4 vehicles available for Icon Classic Car authorized "greenlaning" tours or adventure days.
- d) You are required to maintain the car in the condition it was supplied and ensure that no smoking takes place in the hire vehicle and that no pets are carried.
- e) You are required to ensure the hire vehicle is not 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.
- f) You are responsible for any safety equipment (e.g. warning triangle, high visibility jacket), tools, spare parts, personal possessions and other goods carried and stored in the vehicle during the period of hire and the Company cannot be held liable for any damage or loss suffered.
- g) You are required to inform the Company immediately in the event of damage or accident to the hire vehicle. Where an accident occurs you should follow the normal procedure in such circumstances and where appropriate obtain the details of the driver and vehicle if another vehicle is involved.
- h) You are required to ensure that the car is never driven under the influence of alcohol and/ or drugs.
- i) You are responsible for any offences committed while the hire agreement is in force and will indemnify the Company for all fines, impositions and penalties or consequences occasioned by the use of the vehicle prior to the vehicles return to the Company's premises at the end of the hire period.
- j) The Hirer has sole responsibility for the safe return of the hire vehicle and ensuring that any formally authorized driver respects The Road Traffic Act and The Highway Code.

18. Company's Responsibility

- a) To act in good faith and respect the conditions of hire, the hire agreement and insurance conditions.
- b) To pay for the cost of any repair resulting from mechanical or other breakdown provided that prior consent is obtained by the Hirer from the Company before the repair is affected. Note: the Company is not responsible for any damage, loss, costs or expenses incurred through delay arising from the breakdown or incidental to it.
- c) To maintain the car in a roadworthy condition and ensure that the vehicle is taxed and MoT'd in accordance with the requirements of The Road Traffic Act.

19. Failure to supply the hire vehicle: If at the time of hire or in the period from the booking to the time of hire the hire vehicle is unavailable the Company has the right to cancel the booking and/ or hire agreement by giving the Hirer verbal or written notice of cancellation. In such circumstances the Company shall refund to the Hirer any monies paid and shall not be liable whatsoever for any damage, loss, costs or expenses arising from the termination.

20. Governing Law: any agreement between the Company and the Hirer and/ or any other party is subject to English Law.

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