

Icon Classic Car (Hire and Sales) Ltd – Terms and Conditions of Hire (v1.2020)

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/or 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 and/or any Additional Driver who have been formally authorized to drive the vehicle at the time of hire by the Company as indicated in the hire agreement.
2. Driving Licence: The Hirer and/or any Additional Driver must provide their original driving licence and valid DVLA driving record history and provide two other forms of proof of identity e.g. bank statement or utility bills; dated within 90 days from the date of hire i.e. the name and address on the licence and other proof must be the same. Copies of such documents will be taken and kept by the Company. Failure to provide this information 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 licence 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 minor convictions with a maximum of 3 points each; not obtained or have pending a BA, DD or UT or serious other conviction.
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, driving record and identity.
5. Booking: The Hirer's obligations begin when a booking is made by payment in advance for the partial or full value of the hire period for the specified vehicle by debit/ credit card, subject to such vehicle availability at the time of booking. Once 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 specified below. Prior to the hire the insurance and security deposit is also made by pre-authorization via debit/ credit card and failure to complete this process will also lead to forfeiture of the prepaid booking fee.
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 this is confirmed by the number of seatbelts available in the vehicle).
7. Vehicle availability: By the very nature of our business the number and choice of vehicles is limited. Furthermore, we generally limit our availability to 8 or 9 months of the year (from March/April to October/November) to avoid the winter and road salt. Notwithstanding this if you are interested to a hire "out of season" please contact us to discuss your specific requirements. Please also refer to our Gift Voucher Policy and make sure you understand the restrictions and limitations of their use.
8. 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 "Same Day Return" 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.
9. Cancellation Policy: If you cancel your pre-paid booking you will forfeit the prepaid 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.
10. 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 by bank transfer. In such circumstances the company will endeavour to give the Hirer at least 24 hours' notice in writing via email/SMS text and/or by telephone.
11. Fuel Policy: When vehicles 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 vehicle 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 £20 plus the cost of the fuel from the nearest filling station (e.g. Shell Filling Station, Hythe).
12. Mileage Policy: The hire charge includes 150 miles per day (evening hire 75 miles) with any additional mileage charged with a supplement of £1 per mile. When applicable, this will be calculated by aggregation over a multiple day hire period.
13. 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 amount corresponding to the insurance excess and security deposit must be made prior to hire. If the vehicle 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 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 bank transfer. 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 vehicle 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.

14. Accidents and Breakdown: In the event of an accident or breakdown all relevant details must be recorded particularly those involving another driver, vehicle and/ or persons and property. Report the incident immediately to the Police/ emergency services and Company, as appropriate. In the event of an accident national breakdown cover does not include vehicle recovery which is the sole responsibility of the hirer. No admission of liability should be made until an accident has been fully investigated by the insurers.
15. 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 the vehicle is hired.

16. Hirer and Drivers Responsibility:

- a) You are required to act in good faith and respect the terms and 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. Vehicles 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 vehicle 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 vehicle 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.

17. 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 has an MoT in accordance with the requirements of The Road Traffic Act.

18. 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.

19. General Data Protection Regulation: The Hirer and Driver(s) personal data will be used exclusively for the purposes of the hire agreement and will not be disclosed to third parties unless previously authorised by the Hirer and/or Driver. By proceeding to make an enquiry, booking or reservation the Hirer acknowledges that personal data will be used for the purposes outlined above and that communication with the Company can be made via email or "internet based" data exchange.

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

DATE: HIRER SIGNATURE NAME.....

DATE: DRIVER SIGNATURE NAME.....