

# Classic Car Hire

## Terms and Conditions

### Definitions

**HIRER:** The person or persons who drive(s) the vehicle.

**CUSTOMER:** The person paying for the hire.

**OWNER:** Iconic Motor Cars are the principals

**PERSONS ENTITLED TO DRIVE:** The Hirer or any person permitted by the Owner to drive the insured vehicle whilst on hire provided that the person driving holds a licence to drive the vehicle. A copy of the driving licence for each person who may drive will be taken before the vehicle is permitted to go out on hire. Iconic Motorcars reserves the right to refuse to hire any of the vehicles at its own discretion.

**PERSONS NOT INSURED TO DRIVE:** the Insurers will not cover anyone who:

- (a) Is under 30 or over 70 years of age
- (b) Has not held a full driving licence for cars with a manual gearbox for at least 2 years
- (c) Has been refused any motor insurance or had special Insurance terms imposed as a result of claims experience or had their insurance cancelled by any Motor Insurer
- (d) Has been convicted of an offence in connection with the driving of a motor vehicle or motor cycle and has had their licence suspended or had their licence endorsed with more than 9 points in the last 5 years
- (e) Whilst driving, has been involved in more than one accident during the past 3 years
- (f) Has any mental or physical defect or infirmity (*please ask about medical conditions, eg diabetes, heart disease, as these will be considered individually by the insurer*)
- (g) No disqualifications in the last 5 years
- (h) Only 1 claims incident in the last 3 years with total costs not exceeding £5,000.

If you have accumulated more than 3 conviction points in the last 5 years, you will have to pay a surcharge for insurance. NB: For this insurance, accidents count as 2 points.

**INSURANCE POLICY COVER:** The vehicle insurance cover is fully comprehensive and RAC roadside assistance/recovery is provided. It is the Hirer's responsibility to take all reasonable steps to ensure the car is locked and secure when unattended and to use all security devices supplied with the car.

**ACCIDENTAL DAMAGE, FIRE AND THEFT:** The Hirer must cover an excess charge on any claim (see price list). The Insurers do NOT offer any form of 'Collision or Loss Damage Waiver' option to reduce this excess. A refundable deposit will be required on the first day of hire to cover this excess, payable by credit card only.

**BOOKING:** Bookings can be made by credit card (Visa or MasterCard), Switch card or by cheque with guarantee card. Bookings will be confirmed on clearance of the payment.

**AGENCY BOOKING:** In the case where a booking is made through an Agent, the Agent shall be responsible for collecting payment in full from the Hirer or Customer for car hire and for any additional charges incurred by the Owner. Iconic Motorcars will invoice the Agent for the Car Hire and any additional costs. Payment shall be made by the Agent to Iconic Motorcars within fourteen days of the date on the invoice.

**LIMITATIONS AS TO USE:** Social, domestic and pleasure purposes by any person permitted by the Owner to drive while the vehicle is let on hire. The policy does not cover use for racing, pacemaking, reliability trial, competition or speed testing, driving tuition, conveyance of passengers for hire or reward. The car must not be taken out of the United Kingdom by the Hirer.

**CHOICE OF CAR:** In the event of unavailability of a chosen car due to mechanical or other problems beyond our control, The Owner will inform the hirer and offer either an alternative car for the same date or an alternative date.

**Cancellation charges:**

14 or more days prior to hire date: £30

Less than 14 days prior to hire date: No refund on car hire (Any picnic charge may be refundable over 3 days prior to the hire date).

**GIFT VOUCHERS:** Vouchers are valid for a period of twelve months from the date printed on the voucher. A voucher may be transferred to an alternative driver or to an alternative vehicle, but no refund may be claimed on unused vouchers.

**FUEL:** The vehicles are hired out with a full tank of petrol. The Hirer shall return the vehicle with a full tank of petrol. Failure to do so will result in a charge for refuelling plus administration charges. The Hirer is responsible for using the correct type of fuel required for the vehicle.

**LITERATURE AND MATERIALS SUPPLIED:** All keys, security locks, hampers, picnic equipment, maps, brochures, spare parts, tools or other materials and equipment supplied with the car remain the property of The Owner and should be returned with the car at the end of the hire period. Failure to do so will result in a charge for replacement materials.

**PERSONAL PROPERTY:** We are only responsible for loss or damage to personal property left in the vehicle if the loss or damage results from our negligence.

**CUSTOMER vehicles AND CONTENTS:** Any vehicle or personal property left on the premises is entirely at your own risk.

**HOURS OF HIRE:** Single day hire is for any length of time between the hours of 09.00 and 20.00. Multiple days hire are between 09.00 on the first day and 20.00 on the last day. Failure to comply may result in additional hire charges based on the current published daily rate.

**NO SMOKING & NO PETS:** For the benefit of all our customers smoking is absolutely prohibited including in open-top cars. Failure to comply will incur charges for additional cleaning. No pets may be transported in our cars.

**Charges:** The Hirer shall reimburse to the Owner on demand the sum of:

Any charges for refuelling service and/or any other standard or miscellaneous charges shown in this agreement or in the current tariff;

The Owner's costs including reasonable legal fees, incurred in collecting payments due from the Hirer under this agreement;

Any fines, congestion charges, penalties, court costs or other expenses imposed on Iconic Motorcars by law arising from the use of the vehicle while on hire;

The Owner's estimate of replacement or repair costs and a reasonable amount to compensate The Owner for loss of use pending repair (limited to the full replacement value of the vehicle as at the time immediately prior to theft loss or damage) plus any towing recovery and storage costs if the vehicle is stolen lost or damaged prior to its return by the Hirer or its recovery by the Owner. The estimated charge will be adjusted by The Owner once repair or recovery is complete and final charge is known.

The Hirer agrees to accept the debit to his credit card account of the charges incurred under the agreement. All charges are subject to final audit.

**ACCEPTANCE:**

**By making a booking whether in writing, by telephone or email, the Customer agrees to these terms and conditions.**

**The Hirer will be required to sign our standard Rental Agreement before taking the car.**